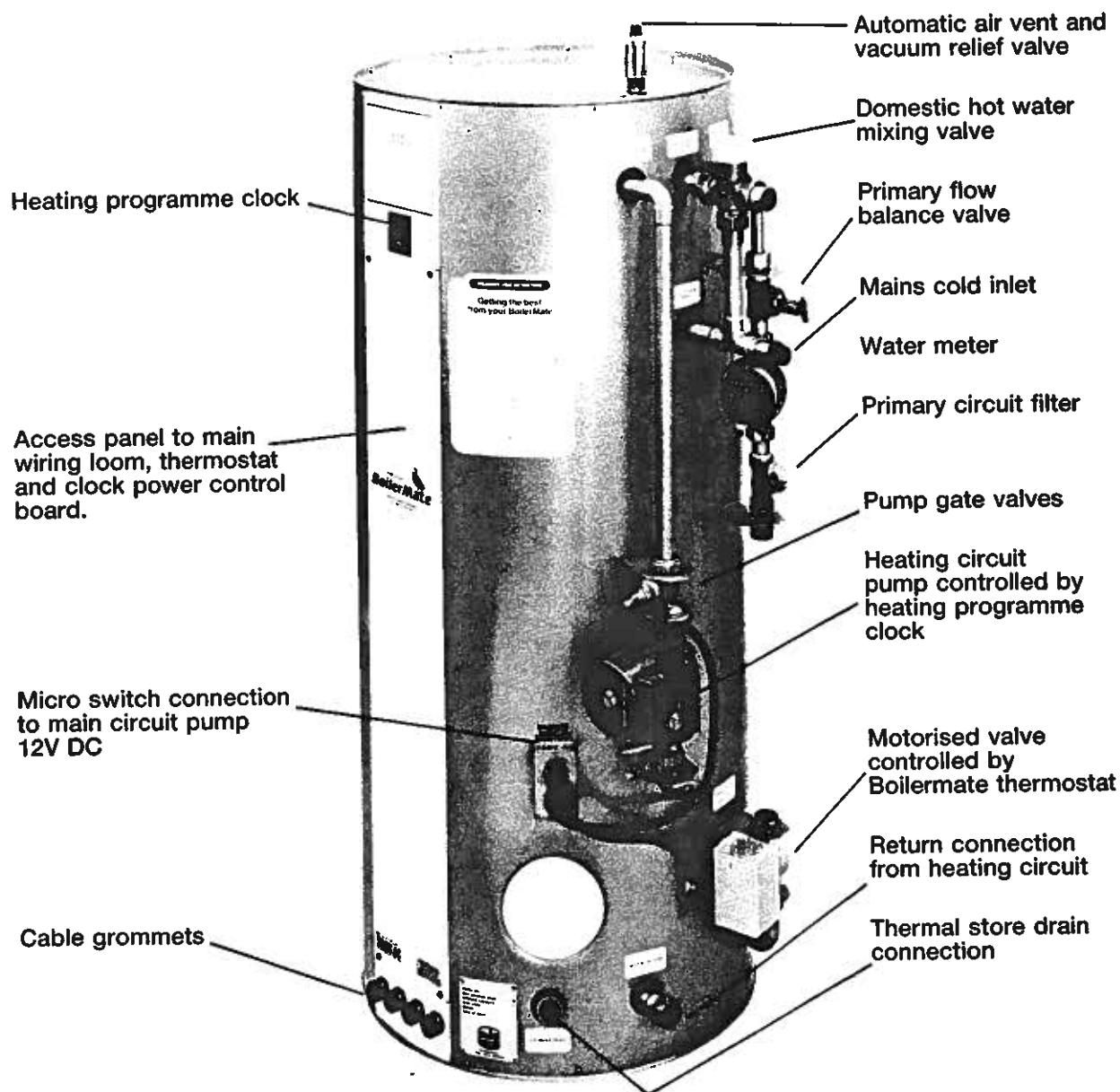


BoilerMate[®] CB SERIES

Central heating and mains pressure hot water supply system incorporating a thermal store.

Design specification for use with central boiler plant.

Heat metering package is supplied as standard. Additional equipment is available to convert this to remote reading.



Manufactured under licence to British Gas plc

Design and Installation Instructions

PLEASE LEAVE THESE INSTRUCTIONS
ADJACENT TO THE APPLIANCE

These instructions should be read in conjunction with the installation/servicing instructions issued by the manufacturer of the heat source being used. Any installation must be in accordance with the relevant requirements of the gas safety regulation, local building regulations, I.E.E. wiring regulations and byelaws of the local water undertaking. It should be read in accordance with the relevant recommendations of the following:

BS 5376:2; BS 5449:1; BS 5546;
BS 5440:1; BS 5440:2; CP 331:3
and BS 6700.

It must be installed by a competent person as stated in the Gas Safety Regulations. Manufacturers notes must NOT be taken as over-riding statutory obligations.

The BoilerMate CB is not covered by Section G.3 of the 1985 Building Regulations and is therefore not notifiable to the Building Control Office.

Although the secondary supply (domestic) is unvented it is not necessary to fit an expansion chamber, pressure or temperature relief valve. BoilerMate CB is only suitable for use with a vented primary system.

This information is provided to assist generally in the selection of equipment. Responsibility for selection and specification of our equipment must however remain that of our customer and any experts or consultants concerned with the installation(s).

Issue 03/0391

PLEASE NOTE THAT WE DO NOT THEREFORE ACCEPT ANY RESPONSIBILITY FOR MATTERS OF DESIGN SELECTION OR SPECIFICATION, FOR THE EFFECTIVENESS OF AN INSTALLATION OR SYSTEM CONTAINING ONE OF OUR PRODUCTS.

All goods are sold subject to our conditions of sale which are set out in the Appendix to this specification.

INTRODUCTION

Gledhill Water Storage Limited have worked with British Gas plc through the Systems Performance Group at Watson House Research Station throughout the 1980's to develop thermal storage systems. This co-operation continues with regard to the design of appliances specifically for group heating and British Gas have now produced a design guide specifically for this type of scheme. This is available either from this company or directly from British Gas plc, Research & Technology Division, Watson House Research Station, Peterborough Road, London, SW6 3HN. Gledhill equipment is totally compatible with the design criteria in the guide. Please ask our technical sales office if further information is needed.

Additional information not included in the British Gas Design Guide is given in the following pages.

SPECIFICATION OF THERMAL STORES AND MODEL NUMBERS

Type of thermal store	Model No.	Maximum Working (m)	Capacity dimensions (l)	Overall (mm)	Min Cupboard Size (mm)
Direct buffer stores	BD25012	12	250	1830 x 533 dia	
	BD25020	20	250	1830 x 533 dia	
	BD50012	12	500	1930 x 690 x 690	
	BD50020	20	500	1930 x 690 x 690	
Indirect buffer stores	BI50012	12	500	1930 x 690 x 690	
	BI50020	20	500	1930 x 610 x 690	
	BI25012	12	250	1830 x 533 dia	
	BI25020	20	250	1830 x 533 dia	
Direct integrated thermal stores	CB12012/A	12	120	1120 x 490 dia	700 x 600
	CB12012/B	12	120	"	700 x 600
	CB12012/C	12	120	"	700 x 600
	CB12012/D	12	120	"	700 x 600
	CB12020/A	20	120	"	700 x 600
	CB12020/B	20	120	"	700 x 600
	CB12020/C	20	120	"	700 x 600
	CB12020/D	20	120	"	700 x 600
	CB14012/A	12	120	1120 x 490	700 x 600
	CB14012/B	12	120	"	700 x 600
	CB14012/C	12	120	"	700 x 600
	CB14012/D	12	120	"	700 x 600
	CB14020/A	20	120	"	700 x 600
	CB14020/B	20	120	"	700 x 600
	CB14020/C	20	120	"	700 x 600
	CB14020/D	20	120	"	700 x 600
	CB16012/A	12	160	1375 x 490 dia	700 x 600
	CB16012/B	12	160	"	700 x 600
	CB16012/C	12	160	"	700 x 600
	CB16012/D	12	160	"	700 x 600
	CB16020/A	20	160	"	700 x 600
	CB16020/B	20	160	"	700 x 600
	CB16020/C	20	160	"	700 x 600
	CB16020/D	20	160	"	700 x 600
	CB18012/A	12	160	1375 x 490	700 x 600
	CB18012/B	12	160	"	700 x 600
	CB18012/C	12	160	"	700 x 600
	CB18012/D	12	160	"	700 x 600
	CB18020/A	20	160	"	700 x 600
	CB18020/B	20	160	"	700 x 600
	CB18020/C	20	160	"	700 x 600
	CB18020/D	20	160	"	700 x 600
CB20012/A	12	200	1375 x 540 dia	750 x 600	
CB20012/B	12	200	"	750 x 600	
CB20012/C	12	200	"	750 x 600	
CB20012/D	12	200	"	750 x 600	
CB20020/A	20	200	"	750 x 600	
CB20020/B	20	200	"	750 x 600	
CB20020/C	20	200	"	750 x 600	
CB20020/D	20	200	"	750 x 600	

1. COMMISSIONING THE SYSTEM

General Commissioning instructions are given in the British Gas Design Guide. It must be noted however that to attain optimum performance, system temperatures are Very Important. That where Thermal Storage is used with a Central Boiler System the flow temperature from the Boiler to Buffer Store is set between 85°C and 90°C with a differential gradient across the Buffer Store of 6°C/10°C. It is Even More Important that water should enter each flat's Thermal Store at as high a temperature as possible with a minimum of 82°C, but preferably 85°C with a maximum temperature gradient across the Thermal Store of 6°C.

The automatic air vent and anti-vacuum valve fitted to the top of T.S. Model C.B. units must have a minimum two metre static head at the top of the highest unit in the system. Ensure that the positioning of the pump does not diminish this head.

2. SIZING OF COLD WATER SUPPLY TO INDIVIDUAL FLAT

Depending on Model selected the BoilerMate CB will deliver hot water between 18 & 30 litres per minute at average pressures with adequate flow to the unit and with the Brawa-mix valve set to raise the water temperature through 35°C.

The cold water mains should be sized not only to meet the hot water requirements of the flat but also the cold water requirements.

Where models 120 & 160 are specified the cold water mains should be sized such that at least 20 litre/min at 2 bar is available at the inlet to each flat.

Where models 140, 180 & 200 are specified the cold water mains should be sized such that at least 40 litre/min at 2 bar is available at the inlet to each flat.

If the incoming mains water pressure exceeds 500kPA (5 bar) installers are advised to fit a 500 kPA (5 bar) pressure limiting valve on the service pipe supplying the whole household. Units must be fitted strictly in accordance with the requirements of the local water undertaking who should be consulted prior to installation.

2.1 Safety Fittings

In the unvented mode it is not necessary to fit the control and safety equipment normally associated with mains pressure supply since the unit contains its own patented expansion chamber which is sealed for life.

2.2 External Expansion Vessel

This is not necessary with BoilerMate.

2.3 Use In Hard Water

The patented design of the heat exchanger module is such that the turbulence through the coil slows down the formation of scale in even the hardest water conditions at normal operating pressures. Where the water can be considered hard phosphate dosing is recommended by using one of the many proprietary chemical scale inhibitor available on the market. It is important that where the supply to the CB is in 22mm the in-line scale inhibitors is also 22mm. In practice the servicing requirements can be considered similar to those needed for instantaneous or 'combi' appliances.

3. WIRING THE SYSTEM

WARNING: THIS APPLIANCE MUST BE EARTHED Electrical supply: 240V, 50Hz, fused at 3amp. The electrical supply for both BoilerMate CB and Buffer Stores must be taken from a double pole fused isolator with a minimum contact separation of at least 3mm in all poles, the power supply cable must have a current rating of 6amp and must conform to BS 6500. Table 16. The power supply cable must be connected such that the live and neutral become taut, before the earthing conductor, should the cable be pulled from the cord anchorage. All electrical wiring must be carried out by a qualified electrician in accordance with the current edition of the I.E.E. wiring regulations and any local regulations which apply.

To gain access to C.B. wiring centre remove front white panel. 4 screws.
Fig 1 - Buffer Store Wiring Diagram.

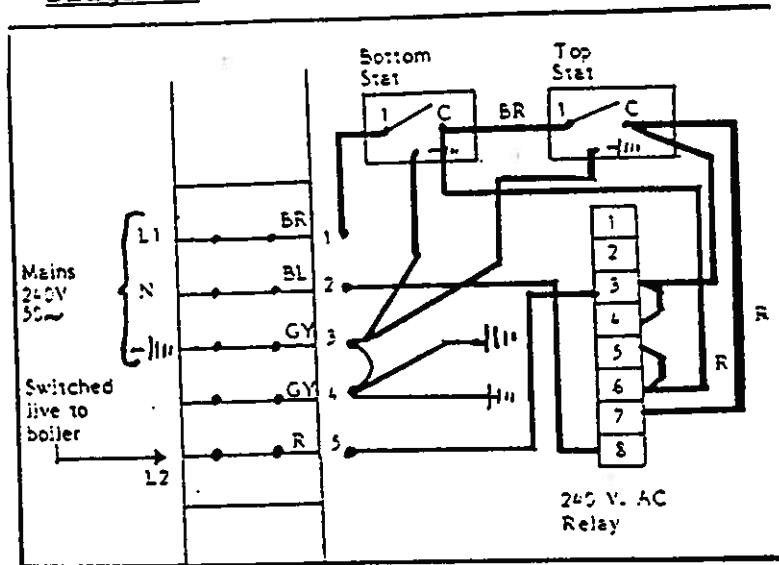
Boiler manufacturers instructions must be adhered to at all times.

Fig 2 - BoilerMate CB Wiring Diagram. If a room thermostat is to be fitted, remove link L2 between 4 and 5 and connect live connection to No. 4 and switched live connection to No. 5 connect neutral to No. 6, connect earth to No. 7.

On both Buffer Store and BoilerMate CB, mains electrical supply must be brought into terminal block 1, 2, 3.

Live to terminal 1
Neutral to terminal 2
Earth to terminal 3.

Fig.2. Buffer Store Wiring Diagram.



NB: Ensure insulation cover is replaced over the terminal block after wiring this appliance.

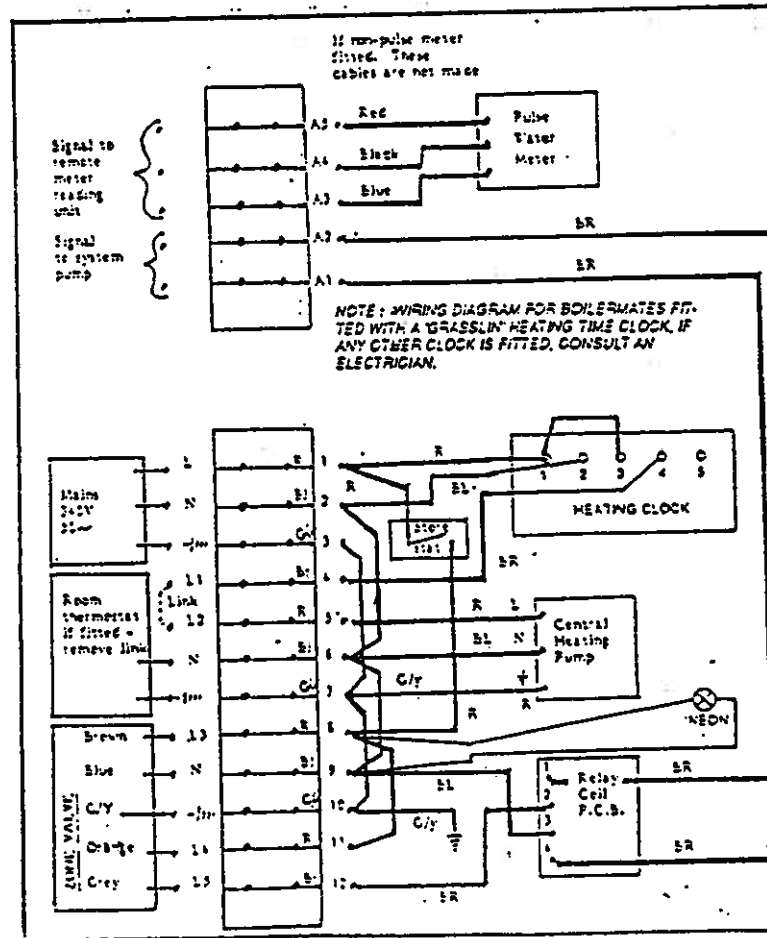
THIS APPLIANCE MUST BE EARTHED

SUPPLY VOLTAGE 240V
SUPPLY FREQUENCY 50Hz
SUPPLY TO BE FUSED 3 amp
RATING (MAXIMUM) 500W

INTERNAL WIRING COLOUR CODE

R - RED
BR - BROWN
BL - BLUE
GY - GREEN/YELLOW
BK - BLACK

Fig.3. BoilerMate CB Wiring Diagram.



NOTE: WIRING DIAGRAM FOR BOILERMATES FITTED WITH A 'GRASSLIN' HEATING TIME CLOCK. IF ANY OTHER CLOCK IS FITTED, CONSULT AN ELECTRICIAN.

2. BUFFER STORES

These are supplied as a complete package comprising twin store thermostats and relays fully wired.

Fig. 5

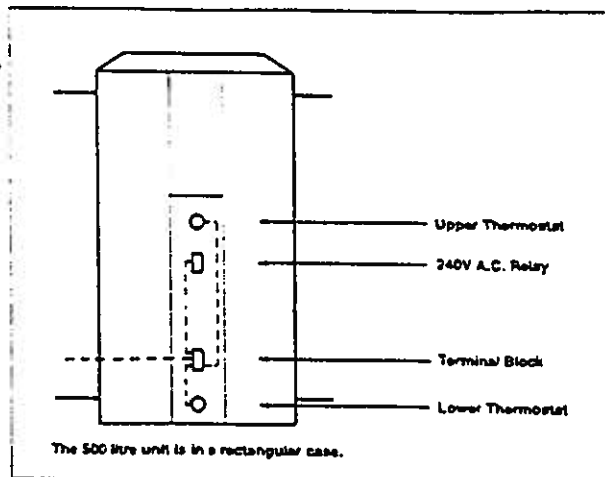
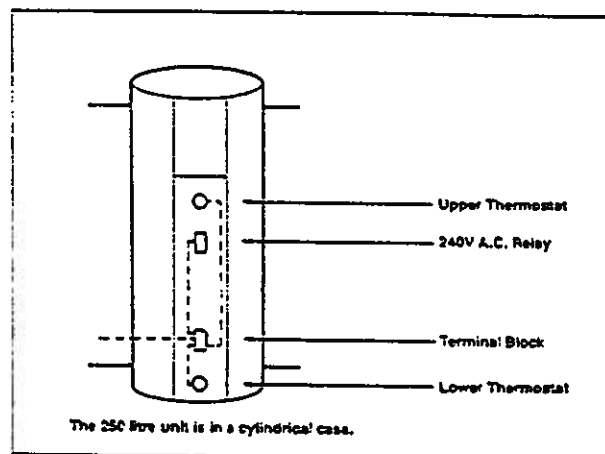


Fig. 6



Buffer Store

DIRECT BUFFER STORE MODEL	MAXIMUM WORKING HEAD	DIMENSIONS HEIGHT	DIMENSIONS DIAMETER	CONNECTIONS
BD 25012	12M	1830MM	533MM	1 ¹ / ₂ " FEM BSP FI
BD 25020	20M	1830MM	533MM	"
BD 50012	12M	1930MM	690MMX690	2" BSP FI
BD 50020	20M	1930MM	690MMX690	"

INDIRECT BUFFER STORE MODEL	MAXIMUM WORKING HEAD	DIMENSIONS HEIGHT	DIMENSIONS DIAMETER	CONNECTIONS
BI 500 20	20M	1930MM	690MMX690	2" BSP FI
BI 250 20	20M	1830MM	533MM	1 ¹ / ₂ " BSP FI
BI 500 12	12M	1930MM	690MMX690	2" BSP FI
BI 250 12	12M	1830MM	533mm	1 ¹ / ₂ " BSP FI

In situations where scale inhibitors have not been fitted and the hot water service has deteriorated a BoilerMate can be descaled very easily with equipment available from Gledhill.

You can now do the whole job easily and efficiently on site and do it under the hour.

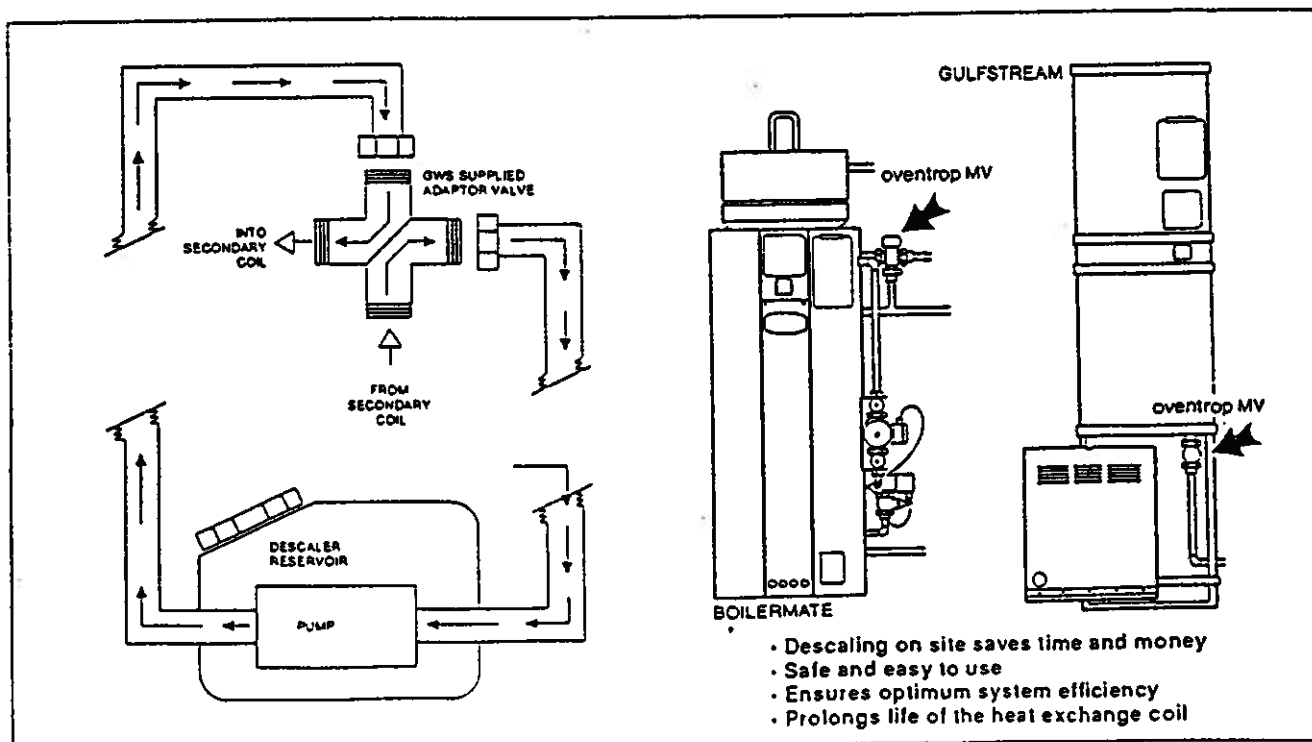
The operation is carried out by VORTEX DECALOMAT 3 Descaling Unit which removes the scale chemically. By simply replacing the thermostatic mixing valve on the hot water outlet with the special adaptor valve supplied, descaling solution is pumped through the secondary coil (see diagram). After approximately 45 minutes the job is done and the mixer valve is put back in place. The solution is made up of 2kg of Fernox DS-3 descaling powder dissolved in 20 litres of water (preferably warm or hot). Maximum circulation capacity is 3000 litre/hr with a maximum system pressure of 6 bar.

Fig.7.

The Fernox powder is manufactured with a colour indicator which changes from a yellow solution through green to blue as the active ingredients are used up.

TO DE-SCALE BOILERMATE USING DECALOMAT-3

- 1 Turn off mains water supply at stop tap supplying BoilerMate.
- 2 Open a hot tap on the hot water system.
- 3 Break the three unions securing the oventrop M.V. to the BoilerMate and remove the oventrop M.V. making sure a container is in place to collect spillage.
- 4 Attach the adaptor to the BoilerMate - two unions and washers.
- 5 Close all hot taps on the dhw system.



Gledhill (Water Storage) Ltd

AMD. MAY 2007

CONDITIONS OF SALE & WARRANTY TERMS

1. We only do business upon the Conditions which appear below and no other. Unless we so agree in writing these Conditions shall apply in full to any supply of goods by us to the exclusion of any Conditions or terms sought to be imposed by any purchaser. These Conditions of Sale and Warranty Terms override those which are contained on the Invoice Forms and all Sales are now subject to these Conditions of Sale and Warranty terms only.

2. PRICE

Once an order or call off has been accepted the price will be held for three months but if delivery is extended beyond that period at the customer's request, then we reserve the right to amend the price when necessary. The company reviews its pricing annually to adjust for changes in our cost base. We reserve the right to alter prices at any time for severe movements in raw materials (mainly copper and steel). If there is to be a change we will give customers at least four weeks notice but anything delivered after that date will be at the revised price. An order may not be cancelled or varied after acceptance without the written consent of the company. Such cancellation or variation shall be subject to such reasonable charges as may be appropriate.

3. SPECIFICATION

The goods are supplied in accordance with the Specifications (if any) submitted to the Purchaser and any additions and alterations shall be the subject of an extra charge. Any goods not so specified shall be in accordance with our printed literature or the literature of any of our component suppliers (subject to any modifications made since publication). If we adopt any changes in construction or design of the goods, or in the specification printed in our literature, the Purchaser shall accept the goods so changed in fulfilment of the order.

4. PAYMENT

The invoice price of goods shall be payable within 30 days of despatch by us of our invoice for the goods or such longer time as may be stated by our quotation or invoice. If we receive payment in full on or before the due date we will allow an appropriate settlement discount except where we have quoted a special net price. If payment is not received in full on or before the due date we shall be entitled in addition to the invoice price to:

- (i) payment of a sum equal to any increase in the copper price supplement applicable to the particular goods sold between the date of receipt of order and the date of receipt of payment in full; and
- (ii) interest on any part of the invoice price unpaid after the due date at the rate of 3% per annum over the base rate for the time being of HSBC Bank plc.

5. TIME

We give estimates of delivery dates in good faith and time of delivery is not nor shall be made of the essence of any contract nor shall we be liable for any loss or damage occasioned by delay in delivery.

6. DELIVERY

We deliver free normally by our own vehicles within 25 miles of any of our manufacturing depots. Delivery to any place more than 25 miles from one of our manufacturing depots may be subject to our quoted delivery charges. We reserve the right to make delivery of goods contained in one order by more than one consignment and at different times. Where a period is agreed for delivery and such period is not extended by our Agreement, the Purchaser shall take delivery within that period. If the Purchaser fails to take delivery, we shall be entitled at the Purchaser's risk and expense to store the goods at the Purchaser's premises or elsewhere and to demand payment as if they had been despatched. Off loading at point of delivery shall be the responsibility of and be undertaken by the Purchaser.

7. SHORTAGES OR DAMAGE

Goods must be inspected before signature of delivery note and any damage, shortage or discrepancy noted on the delivery note and the goods returned on the same vehicle. The buyer must also give us immediate written notice of the damage, shortage or discrepancy so that we may prompt investigation.

8. RETURN OF GOODS

Goods may not be returned to the Company except by prior written permission of an authorised officer of the Company and such return shall be subject to payment by the Purchaser of handling and re-stocking charges, transport and all other costs incurred by the Company.

9. COMPANY LIABILITY

All our goods are made of the best materials from reputable manufacturers and where stated are manufactured to the appropriate British or European Standard. Complaints must be given to us immediately, before any action is taken, as responsibility cannot be accepted if repairs or renewals are attempted on site without our written authority.

Defects caused by corrosion or scale deposits are not covered by this guarantee save as expressly provided in paragraph (f) of this Condition 9.

Where we agree to rectify any defect, we reserve the right to undertake the work on our own premises.

The following guarantee covers faulty materials and manufacture for the stated period, provided that:

- The unit has been installed in accordance with our installation and service instructions and all relevant codes of practice and regulations in force at the time of installation.
- That all necessary inlet controls and safety valves have been fitted correctly.
- It has only been used for the storage of potable water supplied from the public mains.
- Where appropriate the unit has been regularly maintained as detailed in the installation and service instructions.

(a) Domestic and Commercial Open Vented Cylinders and Tanks.

The copper storage vessel is guaranteed for ten years and if it proves to be defective either in materials or workmanship, we will either repair or supply replacement at our option with the closest substitute in the case of any obsolete product to any address in Great Britain.

- (i) free of all charge during the first year after delivery by us.
- (ii) thereafter at a charge of one-tenth of the then current list price and any copper price supplement and delivery charge during the second year after delivery by us and increasing by a further one-tenth on the second and subsequent anniversary of delivery by us.

(b) Domestic Mains Fed Products (Primary Stores)

The copper storage vessel is guaranteed for five years and if it or any integral pipework as part of the storage vessel assembly proves to be defective either in materials or workmanship, we reserve the right to either repair or supply replacements or the closest possible substitute in the case of any obsolete product and will collect and deliver to any address in England, Wales and Scotland (excluding all Scottish Islands).

- (i) free of all charge during the first year after delivery by us.
- (ii) thereafter at a charge of one-fifth of the then current list price or any copper price supplement and delivery charge during the second year after delivery by us increasing by a further one-fifth on the second and subsequent anniversary of delivery by us.

(c) Integrated Boiler and Storage Vessel Products and Stand Along Boilers

In the case of the GulfStream range of products and the Gledhill boiler range of products, Gledhill guarantees the heat exchanger (boiler) for material and construction faults for two years and FURTHER we will meet the installer/contractors reasonable costs in removing and replacing any DEFECTIVE heat exchanger up to a MAXIMUM of one third of the extent of our liability in regard to the replacement product.

THE RESPONSIBILITY FOR THE EXECUTION OF THIS GUARANTEE LIES WITH THE INSTALLER.

The guarantee becomes null and void if the appliance is used incorrectly, or in the event of proven negligence or incorrectly implemented repairs OR FAILURE TO CARRY OUT THE RECOMMENDED INSPECTION/MAINTENANCE. The guarantee also becomes null and void if changes are made to the appliance without our knowledge, or if the serial number on the appliance is removed or made illegible.

The annual service must be carried out by a competent installer in accordance with the advice given by Gledhill and using Gledhill approved parts.

(d) Stainless Steel Unvented Cylinders

Gledhill guarantee the components including controls, valves and electrical parts for two years from the date of purchase. IT SHOULD BE NOTED THAT THE FACTORY FITTED TEMPERATURE AND PRESSURE RELIEF VALVE MUST NOT BE REMOVED OR ALTERED IN ANY WAY OR THE GUARANTEE WILL NOT BE VALID. GLEDHILL WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL LOSS OR DAMAGE HOWEVER IT IS CAUSED.

The guarantee for the stainless steel vessel is for twenty five years if the original unit is returned to us AND PROVIDED THAT:

- (i) It has been installed as per the Design, Installation & Servicing Instructions, relevant standards, regulations and codes of practice.
- (ii) It has not been modified, other than by Gledhill.
- (iii) It has not been subjected to wrong or improper use or left uncared for.
- (iv) It has only been used for the storage of potable water.
- (v) It has not been subjected to frost damage.
- (vi) The benchmark log book is completed after each annual service.
- (vii) The unit has been serviced annually.

It should be noted that the guarantee does not cover:

- the effects of scale build up
 - any labour charges associated with replacing the unit or parts.
- If the stainless steel vessel proves to be defective either in materials or workmanship we reserve the right to either repair or supply replacements or the closest possible substitute in the case of any obsolete product and will collect and deliver to any address in England, Scotland and Wales (excluding all islands):

- (i) free of charge during the first year after delivery by us.
- (ii) thereafter at a charge of one twenty fifth of the then current list price during the second year after delivery by us and increasing by a further one twenty fifth on the second and subsequent anniversary of delivery by us.

ACTION IN THE EVENT OF FAILURE

If the Stainless Lite develops a leak we will ask for a deposit against the supply of a new one. This will be refunded if the failure is within the terms of the warranty when it has been examined by us.

(e) Solar Panels and ancillary equipment

Gledhill provides a five year warranty for defects in the collectors (except broken glass and collector accessories eg metal edgings). If the collector demonstrably fails to meet one of the requirements of the standard DIN 4757 part 3 we will replace it free of charge based on the date of invoice. We can not be responsible for damage caused by mechanical stress and/or changes caused by weather related influences. The warranty excludes minor surface damage that does not affect performance or malfunction due to improper assembly or installation.

Please note:

- Installation must have been carried out by a licensed specialised company (heating contractor or plumber) following the version of installation instructions in force.
- Gledhill or its representative was given the opportunity to check complaints on site immediately after any defect occurred.
- Confirmation exists that the system was commissioned properly and that the system was checked and maintenance was performed annually by a specialised company licensed for this purpose.

(f) Components of our products other than Storage Vessels and Integral Pipework.

We will either extend to the purchaser the same terms of warranty as we are given by the manufacturer of the component or if the manufacturer does not give any warranty, replace free of charge any component which becomes defective within two years after the date of the delivery by us and is returned to us at the purchaser's expense but we shall not meet the cost of removal or shipping or return of the component or any other cost charges or damages incurred by the purchaser.

If the appliance manufactured by Gledhill incorporates a factory fitted scale inhibitor then during the period of three years from the date of delivery Gledhill will replace, free of charge, any plate heat exchanger fitted in the appliance as original equipment in which scale formation occurs that materially reduces the effectiveness of the plate heat exchanger. This guarantee does not extend to any other component installed within the Gledhill appliance or elsewhere in the Purchaser's domestic water system.

(g) General

In the case of goods manufactured solely in accordance with our specification and designs and in respect of any installation work carried out by or on our behalf, our entire liability and the purchaser's sole remedies (subject to (a) - (f) above) and shall be as follows:

(a) we accept liability for death or personal injury to the extent that it results from our negligence that of our employees agents or subcontractors.

(b) subject to paragraph (d) below, we accept liability for direct physical damage to tangible property to the extent that such damage is caused by our negligence that of our employees agents or subcontractors.

(c) our total liability to the purchaser over and above any liability to replace under (1 - 4) above (whether in contract or in tort including negligence) in respect of any one cause of loss or damage claimed to result from any breach of our obligations hereunder, shall be limited to actual money damages which shall not exceed £20,000 provided that such monetary limit shall not apply to any liability on the part of ourselves referred to in paragraph (a) above.

(d) except as provided in paragraph (a) above but otherwise notwithstanding any provision herein contained in no event shall we be liable for the following loss

or damage howsoever caused and even if foreseeable by us or in our contemplation :-

(i) economic loss which shall include loss of profits, business revenue, goodwill or anticipated savings.

(ii) damages in respect of special indirect or consequential loss or damage (other than death, personal injury and damage to tangible property).

(iii) any claim made against the purchaser by any other party

(save as expressly provided in paragraph (b) above).

(e) except in respect of our liability referred to in paragraph (a) above no claim may be made or action brought (whether in contract or in tort including negligence) by the purchaser in respect of any goods supplied by us more than one year after the date of the invoice for the relevant goods.

(f) nothing in these Conditions shall confer on the purchaser any rights or remedies to which the purchaser would not otherwise be legally entitled.

10. LOSS OR INJURY

Notwithstanding any other provision contained herein the Purchaser's hereby agree to fully indemnify us against any damages losses costs claims or expenses incurred by us in respect of any claim brought against us by any third party for :-

(a) any loss injury or damage wholly or partly caused by any goods supplied by us or their use.

(b) any loss injury or damage wholly or partly caused by the defective installation or sub-standard workmanship or materials used in the installation of any goods supplied by us.

(c) any loss injury or damage in any way connected with the performance of this contract.

PROVIDED that this paragraph (6) will not require the Purchaser to indemnify us against any liability for our own acts of negligence or those of our employees agents or sub-contractors.

FURTHER in the case of goods supplied by us which are re-sold to and installed by a third party by the Purchaser it will be the sole responsibility of the Purchaser to test the goods immediately after their installation to ensure that inter alia they are correctly installed and are in proper working order, and are not likely to cause any loss injury or damage to any person or property.

11. VARIATION OF WARRANTY AND EXCLUSION

Should our warranty and exclusion be unacceptable we are prepared to negotiate for variation in their terms but only on the basis of an increase in the price to allow for any additional liability or risk which may result from the variation.

Purchasers are advised to insure against any risk or liability which they may incur and which is not covered by our warranty.

12. RISK AND RETENTION OF TITLE

(a) goods supplied by us shall be at the Purchaser's risk immediately upon delivery to the Purchaser or into custody on the Purchaser's behalf or to the Purchaser's Order. The Purchaser shall effect adequate insurance of the goods against all risks to the full invoice value of the goods, such insurance to be effective from the time of delivery until property in the goods shall pass to the Purchaser as hereinafter provided.

(b) property in the goods supplied hereunder will pass to the Purchaser when full payment has been made by the Purchaser to us for :-

(i) the goods of the subject of this contract.

(ii) all other goods the subject to of any other contract between the Purchaser and us which, at the time of payment of the full price of the goods sold under this contract, have been delivered to the Purchaser but not paid for in full.

(c) until property in the goods supplied hereunder passes to the Purchaser in accordance with paragraph (2) above.

(i) the Purchaser shall hold the goods in a fiduciary capacity for us and shall store the same separately from any other goods in the Purchaser's possession and in a manner which enables them to be identified as our goods.

(ii) the Purchaser shall immediately return the goods to us should our authorised representative so request. All the necessary incidents associated with a fiduciary relationship shall apply.

(d) the Purchaser's right to possess the goods shall cease forthwith upon the happening of any of the following events, namely :-

(i) if the Purchaser fails to make payment in full for the goods within the time stipulated in clause 4 hereof.

(ii) if the Purchaser, not being a company, commits any act of bankruptcy, makes a proposal to his or her creditors for a compromise or does anything which would entitle a petition for a Bankruptcy Order to be presented.

(iii) if the Purchaser, being a company, does anything or fails to do anything which would entitle an administrator or an administrative receiver or a receiver to take possession of any assets or which would entitle any person to present a petition for winding up or to apply for an administration order.

(e) the Purchaser hereby grants to us an irrevocable licence to enter at any time any vehicle or premises owned or occupied by the Purchaser or in the possession of the Purchaser for the purposes of repossessing and recovering any such goods the property in which has remained in us under paragraph (2) above. We shall not be responsible for and the Purchaser will indemnify us against liability in respect of damage caused to any vehicle or premises in such repossession and removal being damaged which it was not reasonably practicable to avoid.

(f) notwithstanding paragraph (3) hereof and subject to paragraph (7) hereof, the Purchaser shall be permitted to sell the goods to third parties in the normal course of business. In this respect the Purchaser shall act in the capacity of our commission agent and the proceeds of such sale :-

(i) shall be held in trust for us in a manner which enables such proceeds to be identified as such, and :

(ii) shall not be mixed with other monies nor paid into an overdrawn bank account.

We, as principal, shall remunerate the Purchaser as commission agent a commission depending upon the surplus which the Purchaser can obtain over and above the sum, stipulated in this contract of supply which will satisfy us.

(g) in the event that the Purchaser shall sell any of the goods pursuant to clause (6) hereof, the Purchaser shall forthwith inform us in writing of such sale and of the identity and address of the third party to whom the goods have been sold.

(h) if, before property in the goods passes to the Purchaser under paragraph (2) above the goods are or become affixed to any land or building owned by the Purchaser it is hereby agreed and declared that such affixation shall not have the effect of passing property in the goods to the Purchaser. Furthermore if, before property in the goods shall pass to the Purchaser under paragraph (2) hereof, the goods are or become affixed to any land or building (whether or not owned by the Purchaser), the Purchaser shall:-

(i) ensure that the goods are capable of being removed without material injury to such land or building.

(ii) take all necessary steps to prevent title to the goods from passing to the landlord of such land or building.

(iii) forthwith inform us in writing of such affixation and of the address of the land or building concerned.

The Purchaser warrants to repair and make good any damage caused by the affixation of the goods to or their removal from any land or building and to indemnify us against all loss damage or liability we may incur or sustain as a result of affixation or removal.

(i) in the event that, before property in the goods has passed to the Purchaser under paragraph (2) hereof, the goods or any of them are lost, stolen, damaged or destroyed :-

(i) the Purchaser shall forthwith inform us in writing of the fact and circumstances of such loss, theft, damage or destruction.

(ii) the Purchaser shall assign to us the benefit of any insurance claim in respect of the goods so lost, stolen, damaged or destroyed.

13. NON-PAYMENT

If the Purchaser shall fail to make full payment for the goods supplied hereunder within the time stipulated in clause 4 hereof or be in default of payment for any other reason then, without prejudice to any of our other rights hereunder, we shall be entitled to stop all deliveries of goods and materials to the Purchaser, including deliveries or further deliveries of goods under this contract. In addition we shall be entitled to terminate all outstanding orders.

14. RISK

All goods sold by us shall be at the sole risk of the Purchaser from the date of despatch by us of the invoice for their price.

15. VALUE ADDED TAX

All prices quoted are exclusive of Value Added Tax which will be charged at the rate ruling at the date of despatch of invoice.

16. TRADE SALES ONLY

We are only prepared to deal with those who are not consumers within the terms of the Unfair Contract Terms Act 1977, the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982. Accordingly any person who purchases from us shall be deemed to have represented that he is not a consumer by so purchasing.

17. JURISDICTION

The agreement is subject to English/Scottish law and any dispute arising hereunder shall be settled in accordance therewith dependent upon the location.

