



Halo HVAC Ltd
128 City Road, London
EC1V 2NX

Registered in England. 14987798

HALO HVAC LTD TERMS AND CONDITIONS OF PURCHASING

These terms maybe updated at any time, if in doubt, please review www.halohvac.co.uk for the latest version.

as of 02.2026

SLAUGHTER AND MAY /
on behalf of HALO HVAC Ltd

Slaughter and May, One Bunhill Row
London
EC1Y 8YY
United Kingdom

STANDARD TERMS & CONDITIONS OF PURCHASE (GOODS)

1. DEFINITIONS

- “Buyer” means Halo HVAC Ltd.
- “Supplier” means the party supplying goods to the Buyer.
- “Goods” means all products, materials, equipment or items supplied.
- “Order” means any purchase order issued by the Buyer.
- “Contract” means the Order together with these Terms.

2. APPLICATION OF TERMS

- 2.1 These Terms exclusively govern all purchases by the Buyer.
- 2.2 Any Supplier terms are expressly excluded, even if referenced in quotations, invoices, or delivery notes.
- 2.3 Acceptance of an Order constitutes full acceptance of these Terms.

3. FORMATION OF CONTRACT

- 3.1 No contract exists until the Buyer issues a written Order.
- 3.2 The Buyer may amend or cancel any Order at any time prior to dispatch without liability.
- 3.3 The Supplier shall not rely on any representation not confirmed in writing by the Buyer.

4. PRICE

4.1 Prices are:

- Fixed
- Inclusive of packaging, delivery, duties, and all costs
- Exclusive of VAT only

- 4.2 No price increase is permitted under any circumstances unless expressly agreed in writing by the Buyer.

5. DELIVERY

- 5.1 Time is of the essence.
- 5.2 Delivery must occur:

- On the date specified in the Order
- At the location specified

- 5.3 The Supplier bears all risk and cost until delivery is accepted by the Buyer.

5.4 Late delivery entitles the Buyer to:

- Reject Goods
- Cancel the Order (in whole or part)
- Claim damages
- Source replacement goods at Supplier’s cost

6. TITLE AND RISK

- 6.1 Title and risk pass to the Buyer only upon acceptance of the Goods.
- 6.2 The Buyer may reject Goods after delivery without having accepted title.

7. INSPECTION AND ACCEPTANCE

- 7.1 The Buyer shall have a reasonable period (minimum 30 days) to inspect Goods.
- 7.2 Goods are not deemed accepted until:

- Inspected and approved, or
- Used in normal operations

7.3 The Buyer may reject Goods at any time if they:

- Are defective
- Do not conform to specification
- Are not fit for purpose

8. WARRANTIES

The Supplier warrants that Goods shall:

8.1 Be of satisfactory quality (as per Sale of Goods Act 1979)

8.2 Be fit for any purpose made known to the Supplier

8.3 Match all descriptions, samples, and specifications

8.4 Be free from defects in materials and workmanship

8.5 Comply with all:

- UK laws
- EU retained laws
- Industry standards

8.6 These warranties apply for a minimum of 24 months from acceptance (or longer if industry standard).

9. DEFECTS AND REMEDIES

9.1 If Goods are defective, the Buyer may (at its sole option):

- Reject Goods for full refund
- Require repair or replacement
- Retain Goods and demand price reduction
- Recover all costs incurred

9.2 The Supplier must:

- Act immediately
- Cover all costs (labour, transport, removal, reinstall, etc.)

10. INDEMNITY

The Supplier shall fully indemnify the Buyer against:

- Any loss, damage, or expense
- Third-party claims
- Personal injury or death
- Property damage
- Project delays
- Consequential and indirect losses

arising from:

- Defective Goods
- Breach of contract
- Negligence

11. LIABILITY

11.1 Supplier liability is unlimited for:

- Death/personal injury
- Fraud
- IP infringement
- Indemnity claims

11.2 For all other claims:

- Liability shall not be less than 5x the contract value

11.3 The Supplier may not exclude:

- Indirect losses
- Loss of profit
- Delay damages

12. INSURANCE

The Supplier must maintain:

- Public liability insurance (£5m minimum)
- Product liability insurance (£5m minimum)

and provide evidence upon request.

13. PAYMENT

13.1 Payment terms:

- 60–90 days from valid invoice and acceptance

13.2 The Buyer may:

- Withhold payment for defective Goods
- Set off any sums owed by Supplier

13.3 No payment constitutes acceptance of Goods.

14. TERMINATION

14.1 The Buyer may terminate:

- For convenience (at any time, no reason)
- For breach (immediate)

14.2 On termination:

- Supplier must refund all monies for undelivered or defective Goods
- Buyer has no liability for loss of profit

15. INTELLECTUAL PROPERTY

15.1 Supplier warrants Goods do not infringe IP rights.

15.2 Supplier indemnifies Buyer for any infringement claims.

16. CONFIDENTIALITY

Supplier must:

- Keep all Buyer information confidential
- Not disclose or use it without consent

17. COMPLIANCE

Supplier must comply with:

- Health & Safety laws
- Environmental laws
- Modern Slavery Act 2015
- Bribery Act 2010

18. FORCE MAJEURE

18.1 Supplier cannot rely on force majeure unless:

- Truly unavoidable
- Promptly notified

18.2 Buyer may terminate if delay exceeds 7 days.

19. SUBCONTRACTING

Supplier may not subcontract without prior written consent.

20. ASSIGNMENT

Buyer may assign freely.

Supplier may not assign without consent.

21. ENTIRE AGREEMENT

These Terms override all other agreements unless expressly agreed in writing.

22. GOVERNING LAW

This Contract is governed by:

- Law of England and Wales

Disputes subject to:

- Courts of England and Wales (exclusive jurisdiction)