

TERMS & CONDITIONS

1. PROPERTY

The property in and title to the goods shall remain in the Company until payment has been made in full. In the event of the Buyer selling the goods before that condition has been met, the Company's beneficial interests shall attach to the proceeds of such re-sale, or to any claim for such proceeds. All quotations made and order received are subject to these Conditions of Sale and no alterations shall take effect unless confirmed by the Company in writing. No term condition or warranty recorded herein shall be binding to the Company, except where such is necessarily imported into the contract under any Statute or at Common Law. Notwithstanding the foregoing, the goods shall be at the Buyer's risk from delivery to Him or to any Carrier or Agent acting on his behalf.

2. VALIDITY

Unless otherwise stated any quotation issued by the Company will remain open for acceptance within 30 days, and shall then lapse.

3. PRICES

- i) Errors and omissions are subject to corrections.
- ii) Prices invoiced and payable will be those ruling at the date of despatch.
- iii) Prices for appliances are carriage paid UK mainland. An additional charge will be made for delivery of appliances outside the mainland of Great Britain – Highlands of Scotland, Northern Ireland, Republic of Ireland and the Channel Islands.
- iv) Prices for spare parts exclude carriage and packing.
- v) Export prices are Ex-Works.
- vi) All prices are exclusive of VAT which will be charged at the appropriate rate where applicable.

4. PAYMENT

- i) Payment shall be made in full no later than 30 days from the date of invoice.
- ii) Where payment is not received by due date, the Company reserves the right to suspend all or any further deliveries to the Buyer, against any contract, or to terminate this and any other contract.
- iii) In the case of late payment the Company reserves the right to charge an administration charge of £25 per month and interest on the amount overdue calculated at 10% over the average LIBOR for the default period.

5. DELIVERY

Where a time for delivery has been agreed but delivery is delayed for any reason beyond the control of the Company, a reasonable extension of time shall be allowed.

6. CANCELLATION

In respect of goods ordered from the company, then cancelled and returned as not required:

- i) Standard terms. A cancellation charge of 15% of net invoice value will be made to cover administration costs.
- ii) Special items. Once manufacture has commenced, cancellation of items made to a Buyer's specific requirements will involve, in addition to the cancellation charge, all manufacturing costs incurred up to the time of cancellation.

7. DAMAGE OR LOSS IN TRANSIT

- i) Goods should be examined on arrival. Any damage or loss must be entered on the Carrier's note, or the Carrier's note should be signed "unexamined" and packing materials must be retained for inspection by the Carrier.
- ii) Damaged goods will not be replaced or repaired if they have been used.
- iii) In the event of damage, goods or parts thereof will be replaced free of charge providing that:
 - a) The Company are notified in writing of such damage within 3 days of receipt of goods.
 - b) The goods and packing are retained for collection by the Company excepting spare parts, which are returned to the Company.

c) In the event of non-arrival or shortage of goods, no claim will be entertained unless notification is given to the Company within 14 days from the date of the Company's invoice.

8. DESCRIPTION

Illustrations, descriptions and dimensions in the Company's catalogues or documents although correct in general detail, do not constitute a sale by description. The Company's policy is one of continuing improvement and it reserves the right to vary or modify the design specification or finish without notice, unless written undertaking has been given to the contrary.

9. REPLACEMENT

Where the goods supplied by the Company are of its design and manufacture, the Company will make good any defects in those goods subject to the following conditions:-

- i) The Buyer shall notify the Company in writing at its address 32 Bookham Industrial Park, Bookham, Surrey as soon as practicable after the defect has become known.
- ii) The Company shall be provided with an adequate opportunity to examine the goods.
- iii) The Company shall not be obliged to replace any goods or make any allowance or other arrangement if, in the reasonable opinion of the Company, the defect has arisen from accident, misuse, neglect, incorrect installation, lack of reasonable maintenance, or any other cause beyond the reasonable control of the Company.

iv) Where the defect is reasonably attributable to the fault of the Company, they shall replace or repair the defective goods, but shall not be liable to the Buyer for any costs of removal of the defective goods or of installation of replacement goods, nor of any consequential loss or damage to the Buyer arising therefrom.

v) The Company's liability shall be limited to the free repair or replacement of appliances and components manufactured by the Company within a period of 12 months from the date of sale to the ultimate Buyer.

vi) The Company shall not be under any duty arising from this provision if the buyer is in breach of any provision of the contract with the Company until the Buyer has remedied the breach.

vii) Any goods or parts replaced shall become the property of the Company.

10. GUARANTEE

The Company's normal guarantee is 12 MONTHS PARTS ONLY except Rowlett toaster elements unless stated otherwise. Labour charges are to be covered by our distributors, otherwise goods should be returned to our premises for work to be carried out by our staff during the guarantee period.

11. FORCE MAJEURE

In the event of war, invasion, act of foreign enemy, hostility (whether war has been declared or not), civil war, rebellion, revolution, insurrection of military or usurped powers. The Company shall be relieved of liabilities incurred under the contract wherever and to the extent to which fulfilment of such obligations is prevented, frustrated or impeded as a consequence of any such event by statute, rules, regulations, orders or requisitions issued by any Government Department, Council or duly constituted Authority or from strikes, lock-outs, breakdown of plant or any other causes (whether or not of like nature) beyond the Company's control.

12. LAW AND ARBITRATION

- i) All contracts entered into by the Company shall be subject to English Law and the exclusive jurisdiction of the English Courts.
- ii) In the event of any term of condition herein being or becoming void or unenforceable for whatever reason, then contract shall be construed as though the same were excluded therefrom, and the remaining provisions hereof shall continue in full force and effect.

