

# TERMS AND CONDITIONS OF SALE

<p><b>1. DEFINITIONS AND GENERAL</b></p> <p>a) The Company – Hale Investments Limited trading as Commercial Kitchen Design, Windsor House, Cornwall Road, Harrogate, HG1 2PW</p> <p>b) The Buyer - the person, firm or company contracting with the Company</p> <p>c) The Goods - any product, machinery or equipment supplied by the Company</p> <p>d) The Contract - any contract between the Company and the Buyer for the sale and purchase of the Goods upon these terms and conditions.</p> <p>e) All orders are accepted subject to these Conditions of Sale which shall apply to the exclusion of any terms or conditions put forward by or on behalf of the Buyer.</p> <p>f) No variation, waiver or addition to these conditions, whether written or oral, shall have effect unless agreed in writing by the Company.</p> <p>g) The Company reserves the right to consult whomever it considers appropriate for the purposes of obtaining credit references for the Buyer. Such credit references will be recorded by the Company and may be made available to other businesses for the continuing assessment of credit risk.</p> <p>h) The Company reserves the right to amend any accidental error or omission on quotations, order confirmations, invoices or credit notes.</p> <p><b>2. DESCRIPTION</b></p> <p>a) Although every effort has been made to ensure that the illustration, price, description, measurement and specification of goods in our catalogues, brochures and websites are correct such information is published for the sole purpose of giving an approximate idea of the goods represented by or described in them. They will not form part of the Contract and this is not a sale by sample. Where any such details are important the Buyer should themselves verify the information before placing an order.</p> <p>b) The Company reserves the right to modify or vary the design, specification or finish of any of its products without notice where such modifications or variations do not materially affect the quality or fitness for purpose of the Goods or compliance with any applicable standards or legal requirements.</p> <p><b>3. ORDERS</b></p> <p>a) The Buyer shall be responsible to the Company for ensuring the accuracy of any order.</p> <p>b) No order which has been accepted by the Company may be cancelled except on terms that the Buyer shall indemnify the Company against all loss (including loss of profit), costs (including the cost of all material and labour used) damages, charges and expenses incurred by the Company as a result of cancellation.</p> <p><b>4. PRICE OF GOODS</b></p> <p>a) The price of the Goods shall be the price listed in the Company's quotation confirmed in writing to the Buyer.</p> <p>b) The price of the Goods is exclusive of Value Added Tax, which will be charged at the applicable rate at the date of invoice.</p> <p>c) The price of the Goods includes the cost of carriage within United Kingdom save for offshore islands where an additional charge is payable.</p> <p>d) In the event of any increase in the cost to the Company of supplying the Goods caused by any reason whatsoever the Company may on giving notice to the Buyer at any time before delivery adjust the price.</p> <p><b>5. TERMS OF PAYMENT</b></p> <p>a) The Buyer shall pay the price of the Goods without any deduction within 30 days of the date of the invoice or such other period agreed in writing with the Buyer when the Company accepted the order. Time for payment will be of the essence. No payment will be deemed to have been received until the Company has received cleared funds. All sums payable under the Contract will become due immediately upon termination of the Contract. The Company reserves the right to claim settlement of any outstanding amounts due before this date if there is any change in the financial circumstances of the Buyer.</p> <p>b) In the event that any payment due to the Company is withheld or delayed the Company reserves the right:</p> <p>(i) to suspend any further deliveries to the Buyer.</p> <p>(ii) charge interest at 8% pa above the Bank of England base rate from time to time in force on the amount outstanding from the date when payment becomes due until the date of payment.</p> <p>(iii) to recover from the Buyer on a full indemnity basis together with interest thereon all costs incurred by it in obtaining payment including solicitors' fees and costs associated with so doing.</p> <p><b>6. DELIVERY</b></p> <p>a) The Company will use reasonable endeavours to deliver the Goods within the time agreed when the Buyer places an order and, if no time is agreed, then within a reasonable time, but the time of delivery will not be of the essence. If, despite those endeavours, the Company is unable for any reason to fulfil any delivery or performance on the specified date, the Company will be deemed not to be in breach of the Contract, nor (for the avoidance of doubt) will the Company have any liability to the Buyer for direct, indirect or consequential loss (which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused (including as a result of negligence) by any delay or failure in delivery except as set out in this condition.</p> <p>b) Delivery is to the kerbside at the agreed delivery address and does not include delivery to within premises, unpacking, positioning and installation. Any costs incurred due to inadequate site access shall be charged to the Buyer.</p> <p>c) If the Buyer fails to take delivery of the Goods the Company shall be entitled to invoice and be paid for the Goods as though they had been duly delivered. The Company may arrange storage of the Goods until actual delivery and charge the Buyer for the reasonable costs of storage.</p>	<p>d) The Company will (at the Company's option) either replace or refund the price of any Goods which are shown to the Company's reasonable satisfaction to be defective in materials or workmanship at the time of delivery or to be a shortfall in quantity delivered provided that:</p> <p>(i) the Buyer carries out a thorough inspection of the Goods on delivery and notifies the Company within three days of delivery of any alleged defects, shortage in quantity or damage which a reasonable examination would have revealed. If the Buyer fails to comply with these provisions, the Goods shall be deemed conclusively to be in accordance with the Contract and free from any defect or damage which would be apparent on a reasonable examination of them.</p> <p>(ii) when signing for deliveries the Buyer must state clearly on the delivery note any damage or shortages.</p> <p>(iii) loss or non-delivery must be notified in writing to the Company within fourteen days of the invoice date.</p> <p>e) The Company shall be entitled to make partial deliveries and to render a separate invoice for each delivery and failure to deliver part only of any order shall not entitle the Buyer to reject the Goods.</p> <p><b>7. RETURNS</b></p> <p>a) Goods despatched to the Buyer and subsequently accepted for cancellation by the Company will be subject to an abortive delivery charge, as well as any cancellation charge the Company shall deem necessary.</p> <p>b) The Company at its absolute discretion may agree to the return of Goods by the Buyer provided that the Goods are returned at the Buyer's expense, in the same condition and in the original packaging as of the date of despatch by the Company or their agents. The company will never accept returns of non standard, bespoke or made to order Goods.</p> <p>c) Any Goods agreed by the Company as acceptable for return for any reason (excluding faulty Goods) will be subject to a restocking charge of 25% of the net invoiced price.</p> <p><b>8. RISK AND PROPERTY</b></p> <p>a) Risk of damage or loss of the Goods shall pass to the Buyer at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Company has tendered delivery of the Goods.</p> <p>b) Notwithstanding delivery and the passing of risk in the Goods the property in the Goods shall not pass to the Buyer until the full price of the Goods and Goods which are subject to any other contract between the Buyer and the Company is received in full in cash or cleared funds.</p> <p>c) Until such time as the property in the Goods passes to the Buyer they shall be held by the Buyer in a fiduciary capacity and stored by the Buyer at its premises in such a manner that they are clearly identifiable as the Goods of the Company and shall be kept separate from any other Goods whether or not supplied by the Company.</p> <p>d) Until such time as the property in the Goods passes to the Buyer the Company shall be entitled at any time to require the Buyer to deliver up the Goods to the Company and if the Buyer fails to do so forthwith to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods. The Buyer hereby grants an irrevocable licence to the Company for this purpose.</p> <p><b>9. WARRANTY</b></p> <p>a) In respect of Goods which are proved to the reasonable satisfaction of the Company to be damaged or defective due to defects in material or workmanship, the Company will, free of charge, within a period of 12 months from the date of invoice, supply replacement parts to the Buyer. The Company will not be liable for any labour or other charges except where the Buyer has purchased a labour warranty, the terms and conditions of which are supplied separately.</p> <p>b) If the Buyer has paid for labour warranty on any Goods purchased, then the Company warrants to make all necessary repairs on the applicable terms and conditions. All service calls must be placed by the Buyer. This warranty does not cover breakdowns which have been caused by the misuse or incorrect installation of any Goods. If after repairing the Goods the fault is found to have been caused by misuse or incorrect installation the service charges must be immediately repaid to the Company.</p> <p>c) The Company will invoice the Buyer for replacement parts despatched at the request of the Buyer and issue a credit note when the faulty part is returned to the Company.</p> <p>d) The obligation in condition 9(a) above will not apply where:</p> <p>(i) the Goods have been improperly altered in any way whatsoever, or have been subject to misuse or unauthorised repair;</p> <p>(ii) the Goods have been improperly installed or connected;</p> <p>(iii) any maintenance requirements relating to the Goods have not been complied with including regular cleaning;</p> <p><b>10. EXCLUSION OF LIABILITY</b></p> <p>a) In the event of any breach of the Company's express obligations under Conditions 6 (a) and 9(a) above the remedies of the Buyer will be limited to damages.</p> <p>b) The Company does not exclude its liability (if any) to the Buyer:</p> <p>(i) for breach of the Company's obligations arising under section 12 Sale of Goods Act 1979 or section 2 Sale and Supply of Goods and Services Act 1982;</p> <p>(ii) for personal injury or death resulting from the Company's negligence;</p> <p>(iii) under section 2(3) Consumer Protection Act 1987;</p> <p>(iv) for any matter which it would be illegal for the Company to exclude (or to attempt to exclude) its liability; or</p> <p>(v) for fraud.</p>	<p>c) Except as provided in Conditions 6(a), 9 and 10(a)(b) the Company will be under no liability to the Buyer whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any injury, death, damage or direct, indirect or consequential loss (which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused arising out of or in connection with:</p> <p>(i) any of the Goods, or the manufacture or sale or supply, or failure or delay in supply, of the Goods by the Company or on the part of the Company employees, agents or sub-contractors;</p> <p>(ii) any breach by the Company of any of the express or implied terms of the Contract;</p> <p>(iii) any use made or resale by the Buyer of any of the Goods, or of any product incorporating the Goods;</p> <p>(iv) any statement made or not made, or advice given or not given, by or on behalf of the Company;</p> <p>(v) or otherwise under the Contract.</p> <p>d) Except as set out in conditions 6(a), 9 and 10(a)(b) the Company hereby excludes to the fullest extent permissible in law, all conditions, warranties and stipulations, express (other than those set out in the Contract) or implied, statutory, customary or otherwise which, but for such exclusion, would or might subsist in favour of the Buyer.</p> <p>e) Each of the Company's employees, agents and sub-contractors may rely upon and enforce the exclusions and restrictions of liability in conditions 6(a) and 10(a)-(c) in that person's own name and for that person's own benefit, as if the words "its employees, agents and sub-contractors" followed the word Company wherever it appears in those conditions save each reference in condition 10(c) (i).</p> <p>f) The Buyer acknowledges that the above provisions of this Condition 10 are reasonable and reflected in the price which would be higher without those provisions, and the Buyer will accept such risk and/or insure accordingly.</p> <p>g) Subject to condition 10(b) the Company's aggregate liability under the Contract whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) and howsoever arising to the Buyer will be limited to the price of the Goods.</p> <p><b>11. FORCE MAJEURE</b></p> <p>The Company shall not be liable in respect of any breach of contract due to any cause beyond its reasonable control including Act of God, inclement weather, flood, lightning or fire, industrial action or lockouts, actions of government departments, war, riot or terrorism, or the action of any party for whom the Company is not directly responsible.</p> <p><b>12. HEALTH AND SAFETY AT WORK</b></p> <p>a) The attention of the Buyer is drawn to the provisions of section 6 of the Health and Safety at Work etc Act 1974. The Company will make available on request information on the design, construction and installation of the Goods to ensure that as far as it is reasonably practical they are safe and without risk to health when properly used.</p> <p>b) It is the responsibility of the Buyer to take all reasonable steps to ensure that all necessary information relating to the safe and proper use of the Goods is made available to any person to whom the Buyer supplies the Goods including affixing any warning notices to the goods.</p> <p>c) The installation of the Goods requires a qualified person. They are not packed in a manner suitable for general sale.</p> <p><b>13. UK WEEE REGULATIONS</b></p> <p>(a) The Company sells its products with the Buyer taking on its Producer's obligations under the WEEE Regulations (SI 2006/3289 Waste Electrical and Electronic Equipment Regulations 2006 as modified by any subsequent legislation) . The Company will retain the obligation for an additional payment which will be confirmed on the order confirmation and invoice. In either case the Buyer must agree to disclose this agreement to any subsequent purchaser(s) of this equipment, as required by the regulations.</p> <p>(b) The Buyer agrees to absolve the Company from its obligations for Historic WEEE which require the Company to be responsible for financing the collection, treatment, recovery and environmentally sound disposal of any product supplied before 13th August 2005, where a similar new product is being purchased. The Company will undertake the collection, treatment, recovery and environmentally sound disposal of any product supplied before 13th August 2005 (or outside the scope of the WEEE regulations) subject to payment of its current disposal fees.</p> <p><b>14. SEVERABILITY</b></p> <p>If any condition or part of the Contract is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from the Contract and will be ineffective without, as far as is possible, modifying any other provision or part of the Contract and this will not affect any other provisions of the Contract which will remain in full force and effect.</p> <p><b>15. ENTIRE AGREEMENT</b></p> <p>The Contract contains all the terms which the Company and the Buyer have agreed in relation to the Goods and supersedes any prior written or oral agreements, representations or understandings between the parties relating to such Goods. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract.</p> <p><b>16. LAW AND JURISDICTION</b></p> <p>The Contract shall be governed and construed in all respects in accordance with the Laws of England and shall be subject only to the jurisdiction of the English Court</p>
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## **INSTALLATION CONDITIONS**

1. Standard installation service includes:
  - a. Offloading and unpacking equipment and transporting to kitchen area assuming adequate access is available and kitchen is on ground floor level.
  - b. Making final connections to suitable gas services within one meter of all equipment outlets. Terminating with a suitable isolator by others. Materials: iron gas barrel or copper tube.
  - c. Making final connections to suitable hot/cold water services within one meter of all equipment outlets. Terminating with a suitable isolator by others. Materials: copper tube.
  - d. Making final connections to suitable waste services within one meter of all equipment outlets. Terminating with a suitable isolator by others. Materials: uPVC plastic pipe.
  - e. Making final connections to suitable electrical services within one meter of all equipment outlets. Terminating with a suitable isolator by others. Materials: flexible kopex, PVC flex with 13 amp plug.
  - f. Commissioning of equipment in accordance with the manufacturer's instructions.
  
2. Site conditions required:
  - a. All installation work to be carried out during normal working in one continuous visit with unimpeded working conditions.
  - b. On site lifting equipment if required for unloading large items.
  - c. The use of a skip for the disposal of packaging and other waste.
  - d. All main services, gas water and electric must be connected and where fryers are involved, oil must be available for commissioning services.
  - e. The installation price does not include any builder's attendances or access equipment.
  - f. Where site dimensions are agreed, any modification to the equipment due to incorrect building dimensions will carry an extra charge.
  - g. Adequate lighting and electrical power must be provided by the client or main contractor.
  - h. Customer's installation specification, including health and safety requirements, must be made available before work is carried out, so any special requirements are dealt with and charged accordingly.
  - i. Where items require wall fixing there must be adequate construction. Any work required to strengthen will be charged extra.
  - j. All floor areas under Cold Rooms and floor standing Steam Combis (including 1m for door sweep) to be level to within +/- 2mm per square meter.
  
3. Exclusions from standard installation service:
  - a. No responsibility is accepted for cleaning down or any damage caused to equipment after delivery to site.
  - b. Any additional work required found upon testing of mains services and equipment under Gas Safety (Installation and Use) Regulations.
  - c. Electrical bonding.
  - d. Painting of services.
  
4. Variations  
Any additional work will be charged on a time and material basis and must be confirmed by signed variation order before work is carried out.