

STANDARD TERMS AND CONDITIONS

1) INTERPRETATION

In these Conditions:

- a) 'Authorised Representative(s)' means any person authorised by the Buyer, or any person holding themselves out to be an authorised representative by the Buyer.
- b) 'B Grade Goods' means new, unused Goods with slight damage or soiling.
- c) 'Buyer' means the person who accepts the quotation of the Company for the sale of Goods or whose order for the Goods is accepted by the Company and any reference to Buyer includes a reference to the Buyer's Authorised Representative(s).
- d) 'C Grade Goods' means slightly used Goods with slight damage or soiling.
- e) 'Company' means Chiller Box Ltd.
- f) 'Company Warranty' means the warranty provided by the Company as set out under clauses 11)d) to 11)i).
- g) 'Conditions' means the Standard Terms and Conditions of sale set out in this document, and includes any 'Special Terms and Conditions' agreed in writing between the Buyer and the Company. The Special Terms and Conditions shall take precedent over the Standard Terms and Conditions where there is a variance between the two.
- h) 'Contract' means the contract for the sale of Goods, which shall be governed by these Conditions.
- i) 'Delivery' means 'Supply and Delivery' or 'Supply, Delivery and Installation' as applicable.
- j) 'Goods' means the goods and/or services which the Company is to supply in accordance with these Conditions.
- k) 'Installation' means unpacking, positioning in final location, installation of fittings included with the Goods, connection to services supplies (such supplies to be provided by the Buyer within 1m of the final location), start up and leaving the Goods ready for use by the Buyer. Installation does not include demonstration and training or cleaning of the Goods unless agreed In Writing between the Buyer and the Company.
- l) 'In Writing' includes by letter, fax, e-mail or other comparable means of communication.
- m) 'Price' means the price of the Goods quoted by the Company or where no price has been quoted (or a quoted price is no longer valid) the published list price current at the date of the Buyer's order, excluding Value Added Tax at the prevailing rate.
- n) 'Supplier' means the manufacturer, wholesaler, or agent of the Goods.
- o) 'Supply and Delivery' means the supply and delivery of the Goods to the site and/or premises designated by the Buyer.
- p) 'Supply Only' means supply of the Goods for collection by the Buyer from the Company's premises or other location agreed between the Company and the Buyer.

2) APPLICATION

- a) These Conditions shall apply to all quotations and contracts for the sale of Goods by the Company, and shall exclude any other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).

STANDARD TERMS AND CONDITIONS CONTINUED

3) ORDER DESCRIPTION

The Buyer shall ensure that the terms of its order and any applicable specification are complete and accurate. If the Buyer has provided the measurements to the Company these measurements must be in millimeters and the Company shall not be liable for any mistakes or discrepancies, and any incidental costs will be the Buyer's responsibility.

4) ACCEPTANCE OF ORDERS

- a) By placing an order, the Buyer warrants that:
- i) It is legally capable of entering into a binding contract;
 - ii) It is at least 18 years of age; and
 - iii) It enters into any contract with the Company as a business.
- b) All quotations are made, and all orders are accepted subject to these Conditions. No order shall be deemed to be accepted by the Company unless and until received in writing or verbally from the Buyer. Any order received from an Authorised Representative shall be accepted in good faith. The Buyer's written or verbal order shall be deemed to be an acceptance of these Conditions.
- c) Any variations to these Conditions (including any terms and conditions contained in the Buyer's purchase order) shall be inapplicable unless agreed in writing between the Buyer and a Director of the Company. The Company's employees, salesmen, agents or representatives are not authorised to vary, modify or alter these Conditions.
- d) Any typographical or clerical or other error or omission in any quotation, price list, order confirmation, invoice or other documentation issued by the Company shall be subject to correction without any liability on the part of the Company.

5) CANCELLATIONS

- a) Cancellation of the Contract by the Buyer is subject to the Company's acceptance, such acceptance to be given at the Company's discretion by a Director of the Company. In any event cancellation will only be accepted if received In Writing from the Buyer. No credit shall be given for Goods returned without the Company's consent regardless of whether or not the returned Goods are accepted.
- b) Cancellation and return of Goods which have been delivered will only be accepted for return if they are packed in the original packaging with manuals, and have not been used. The Buyer shall be responsible for ensuring the Goods are returned suitably packed and obtaining the necessary proof of delivery and receipt.
- c) The Buyer shall indemnify the Company in full against all reasonable costs, damages and restocking and/or other charges incurred as a result of the cancellation. In any event the Company will make a cancellation charge equivalent to 25% of the total Price of the order or, if one has been taken, the deposit if greater.
- d) The Company reserves the right to cancel the Contract at any time by a Director of the Company giving notice to the Buyer In Writing. The Company shall not be liable for any direct or indirect loss or damage arising from any such cancellation.

STANDARD TERMS AND CONDITIONS CONTINUED

6) DEFECTIVE GOODS

a) Subject to clause 6b), if:

- i) the Buyer gives notice in writing to the Company during the warranty period (as indicated on the order confirmation or invoice) within 7 days of delivery that some or all of the Goods do not comply with the warranty set out in clause 10b)i);
- ii) the Company is given a reasonable opportunity of examining such Goods; and
- iii) the Buyer (if asked to do so by the Company) returns such Goods to the Company's or Supplier's place of business, or to another location as specified by the Company, at the Buyer's cost (unless agreed that the collection will be made and paid for by the Supplier or the Company), the Company shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

b) The Company shall not be liable for Goods' failure to comply with the warranty set out in clause 10b)i) if:

- i) the Customer makes any further use of such Goods after giving notice in accordance with clause 6a);
- ii) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice; or
- iii) the defect arises as a result of the Company following any drawing, design or specification supplied by the Buyer;
- iv) the Buyer alters or repairs such Goods without the written consent of the Supplier; or
- v) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions.

7) PRICE OF THE GOODS

a) The Price quoted is valid for 30 days from the date of the quotation, after which time it may be altered by the Company without giving notice to the Buyer.

b) The Price is quoted and is payable in GBP (Pounds Sterling).

c) The Price quoted is subject to survey of the Buyer's designated site and/or premises for Delivery of the Goods by a representative of the Company. Such survey to be undertaken at the discretion of the Company.

d) Where the Price quoted is for Supply, Delivery and, if applicable, Installation, this is to a UK mainland address or port. e) The Price quoted is based on cost ruling at the date of the quotation. The Company reserves the right to vary the quoted price at any time before Delivery to reflect any increase in these costs due to any factor beyond the Company's control.

f) All Prices quoted in the Company's price list, leaflets, flyers and/or other advertising media are subject to alteration and withdrawal without notice, and do not form part of the Contract.

g) Should the Company incur extra cost due to any one or more of the following:

- i) lack of instructions,
- ii) overtime or weekend working,
- iii) abortive deliveries,
- iv) suspension of the deliveries and/or installation works,
- v) the site and/or premises where the equipment is to be delivered and/or installed not being ready, level, cleared, safe or easily accessible,
- vi) delays caused by others,
- vii) or any other factor outside the control of the Company, such extra cost will be added to the Price and accordingly the Buyer shall be liable for payment of same to the Company.

h) If any Goods are not available the Company reserves the right, without notice, to substitute alternative goods which in the opinion of the Company are of equal or better specification than the original Goods due to be supplied under the Contract.

i) The Price is exclusive of any applicable Value Added Tax which the Buyer shall be additionally liable to pay to the Company at the prevailing rate.

STANDARD TERMS AND CONDITIONS CONTINUED

8) TERMS OF PAYMENT

- a) Subject to any Special Terms agreed In Writing between the Buyer and the Company, the following payment terms shall apply:
- i) For Goods available ex stock or available for Delivery or collection within 10 working days the Company shall invoice for the full Price of the Goods at the time of acceptance of the Buyer's order.
 - ii) For Goods not available for Delivery/collection within 10 working days of the placement of the order, the Company shall invoice 50% of the Price of the Goods at the time of acceptance of the Buyer's order and the remaining 50% 10 working days prior to the Goods being delivered or being ready for collection.
 - iii) In all cases payment of the invoice shall become due on the date of the invoice. Time for payment shall be of essence to the Contract.
- b) Where Goods are delivered by instalments, payments shall become due as in clause 6)a) as each item is available. c) Where the Company is ready to complete the Contract on or after an agreed Delivery/collection date but is delayed from so doing by the Buyer for whatever reason, the Company shall have the right to invoice and receive immediate payment for all Goods supplied or to be supplied in accordance with the Contract.
- d) The Company reserves the right to appropriate payments made by the Buyer to such of the Goods (including Goods supplied under any other contract between the Buyer and the Company), regardless of the purpose of the payment specified by the Buyer.
- e) If the Buyer fails to make payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:
- i) cancel the Contract or suspend any further deliveries to the Buyer;
 - ii) cancel all warranty obligations and liabilities as set out in clause 14;
 - iii) charge the Buyer for all costs incurred by the Company in collecting outstanding amounts, including all legal expenses; and
 - iv) charge the Buyer interest (both before and after any judgement) on the amount unpaid at a rate of 6% above National Westminster Bank Plc's base rate from time to time in force from the date when the payment becomes due until the date payment is made in full (a part of a month being treated as a full month for the purposes of calculating interest).
- f) The Company can accept payment by BACS, CHAPS transfer, cheque, debit or credit card. Credit card payments will incur a fee equivalent to 2.5% of the Price.

9) DELIVERY AND ACCESS

- a) Any dates quoted for Delivery of the Goods are approximate only and the Company shall not be liable for any delay in Delivery of the Goods howsoever caused, nor shall the time for Delivery of the Goods be of the essence. The Company shall not be liable for any direct or indirect loss or damage arising from any such delay.
- b) Where Delivery is delayed at the Buyer's request, or due to lack of delivery instructions, or due to the Buyer's delayed payment, the Company shall have the right to charge storage costs, which the Buyer shall be liable for.
- c) Delivery of the Goods will be undertaken during normal UK working hours, i.e. Monday to Friday, 8am to 5pm. Any requests by the Buyer to deliver Goods outside these hours may be subject to an uplift in the Price.
- d) The Price includes for Delivery of the Goods to a ground floor location at the Buyer's designated site and/or premises. At the Company's discretion, Delivery of large Goods such as, but not limited to, cabinet, counter and display refrigeration and prime cooking equipment may be subject to a kerbside drop only.
- e) If the Company attempts to effect Delivery, and such attempted Delivery is abortive due to the Buyer's absence or refusal to accept Goods for whatever reason, or any other reason outside the Company's reasonable control, then the Company shall have the right to charge the Buyer for all costs and expenses resulting from the abortive Delivery.
- f) The Company may make and the Buyer shall accept partial deliveries when required by the Company.

STANDARD TERMS AND CONDITIONS CONTINUED

9) DELIVERY AND ACCESS Continued

g) Free unrestricted access is required at the Buyer's designated site and/or premises for the duration of time required to deliver the Goods. Restricted access may include, but is not limited to:

- i) parking or vehicle size restrictions, roadworks or other factor impeding delivery vehicles from unloading the Goods in close proximity to the site and/or premises;
- ii) building restrictions such as narrow doorways, steps, staircases, non-ground floor location or other obstacles;
- iii) the work of third parties or trades engaged on the same site and/or premises obstructing the Delivery of the Goods; and/or
- iv) incomplete installation or provision of services supplies required for the Goods (within 1m of final location of the Goods) or where such services are installed but are not live.

The Price does not include dismantling and reassembling of the Goods if necessary, and the Buyer shall be liable for these and any other costs incurred by the Company to overcome such restrictions.

h) The Company shall not be responsible for checking and ensuring there is free unrestricted access at the Buyer's designated site and/or premises. The Buyer shall indemnify the Company for any abortive, re-stocking, cancellation or other costs arising due to lack of access.

i) Goods for collection and/or disposal must be ready for collection and dispatch at the time of Delivery.

10) UNDERTAKING AND EXCLUSIONS OF LIABILITY

a) The Company undertakes to supply the Goods on a:

- i) Supply Only,
- ii) Supply and Delivery, or

iii) Supply, Delivery and Installation basis, such basis to be agreed In Writing between the Company and the Buyer. Where this basis is not expressly agreed or stated, the Goods are deemed to be supplied on a Supply and Delivery basis.

b) The Company will:

- i) provide the Goods free from material defects in materials and workmanship, and
- ii) where applicable, undertake the Installation of the Goods in a good and workmanlike manner and to the best of its ability.

c) The Company does not warrant the Goods to be suitable for the Buyer's specific application. The Buyer should check specifications and satisfy themselves as to the suitability of the Goods for their needs prior to placing an order. d) The Price does not include the following unless expressly stated:

- i) the project management of and/or meetings with any third parties or trades engaged on the same site and/or premises, in connection with the Goods or otherwise;
- ii) provision of services supplies including electrical, gas, water and drainage required for operation of the Goods;
- iii) provision of gas interlock, solenoid valves etc required for installations to comply with gas regulations or any electrical works in connection with same;
- iv) any other materials, builders' works or making good in connection with the Goods including removal and reinstatement of doors, shopfronts and/or other fixtures and fittings to facilitate access to the site and/or premises or Installation of the Goods;
- v) collection and disposal of any redundant goods being replaced by the Goods;
- vi) removal of packaging and other rubbish arising from Supply and Delivery and, if applicable, Installation, of the Goods from the Buyers designated site and/or premises; and/or
- vii) lighting, power, heating and water required for the Supply and Delivery and, if applicable, Installation, of the Goods. Such services to be provided and paid for by the Buyer.

e) The Company shall not be responsible for the submission of drawings, applications or any other documentation in respect to the obtaining of any statutory or other approvals in connection with the Goods, including but not limited to, environmental health officer, fire officer, planning, building regulations, licensing, landlord's or any other approvals whatsoever, nor shall the Company be responsible for any direct or indirect loss, damage or costs arising from any such approvals obtained by others.

f) The Company shall have no liability under any circumstances for the design of the Goods or for the planning of the general arrangement of the final location of the Goods.

g) The Price for the Goods is provided on the basis of the limits of liability set out in these Conditions.

STANDARD TERMS AND CONDITIONS CONTINUED

11) LIMITATION OF LIABILITY

- a) Nothing in these conditions excludes or limits the liability of the Company:
 - i) for death or personal injury caused by the Company's negligence; or
 - ii) for fraud or fraudulent misrepresentation.
- b) Subject to clause 11a), the Company shall not be liable for the Buyer's:
 - i) loss of profits;
 - ii) loss of business;
 - iii) depletion of goodwill and/or similar losses;
 - iv) loss of anticipated savings;
 - v) loss of goods;
 - vi) loss of contract;
 - vii) loss of use;
 - viii) loss or corruption of data or information; or
 - ix) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- c) In any event, the Company's total liability to the Buyer in respect of any losses arising under or in connection with the Contract shall not exceed the fees payable under this Contract.

12) SHORTAGES, NON-DELIVERY AND DAMAGES

- a) It is the Buyer's responsibility to inspect the Goods at the time of taking Delivery.
- b) Any shortages of delivery, non-delivered or damaged Goods must be notified to the Company In Writing not later than 24 hours after the Delivery of the Goods and must be sufficiently evidenced. If no such notification is received within this time the Goods shall be deemed to have been duly delivered in full and in perfect condition.

13) TITLE AND RISK IN THE GOODS

- a) Risk of damage to or loss of the Goods shall pass to the Buyer at the time of Delivery of the Goods to the site and/or premises designated by the Buyer, or if the Buyer fails to take Delivery, at the time when the Company has tendered Delivery of the Goods. Orders for Supply Only of Goods will be deemed to be delivered on loading for transportation onto the Buyer's or their agent's vehicle.
- b) Notwithstanding Delivery and the passing of risk in the Goods, or any provisions in these Conditions, the title to the Goods shall not pass to the Buyer until the Company has received in cash or cleared funds payment in full of the Price of the Goods, any Value Added Tax due, and any other sums which are or which become due to the Company from the Buyer on any account.
- c) Until such time as the title to the Goods passes to the Buyer the Buyer shall:
 - i) hold the Goods on a fiduciary basis as bailee for the Company;
 - ii) store the Goods (at no cost to the Company) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property;
 - iii) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
 - iv) maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Buyer shall produce the policy of insurance to the Company.
- d) Until such time as the title to 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 the premises of the Buyer or any third party where the Goods are stored and repossess the Goods. Until such time as the title of the Goods passes to the Buyer, the Buyer hereby grants the Company and/or its authorised representatives a licence to access and enter any of the Buyer's premises where the Goods are held, or where the Company reasonably suspects the Goods to be held.

STANDARD TERMS AND CONDITIONS CONTINUED

14) WARRANTY AND LIMITATIONS

- a) Subject to the conditions set out in clauses 14)d) to 14)i) below the Company makes no warranty whatsoever in respect of items which it does not manufacture. The Company shall assist the Buyer to obtain the benefit of any applicable warranties given by the manufacturer/s of the Goods.
- b) The Company shall not be liable for any defects arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the manufacturer's instructions (whether in writing or oral), misuse, alteration of the Goods without the Company's and/or manufacturer's approval, overloading, power surges, fire or flood damage or Acts of God.
- c) The Company shall not be liable for any direct or indirect loss or damage arising from any defects arising in the Goods whatsoever.
- d) At the Company's discretion the Company may warrant the Goods to be free from defects in materials and/or workmanship for a period exceeding that provided by the manufacturer/s. The extent and period of such warranty to be agreed In Writing between the Company and the Buyer. Such warranty to be referred to as the Company Warranty. e) The Company Warranty is only given by the Company, and will only remain valid, subject to the following conditions:
- i) The Goods must have been properly installed, running on the correct voltage/power supply and at all times operated, maintained and serviced by the Buyer in accordance with the manufacturers' instructions.
 - ii) Maintenance and service of the Goods must be carried out by the Company or by an engineer who in the opinion of the Company is deemed to be suitably qualified to work on the Goods.
 - iii) Defects arising in the Goods must be notified to the Company within 7 days of being discovered. The Company shall not be liable for any costs incurred by the Buyer to repair defects arising in materials and/or workmanship covered by the Company Warranty if not reported to the Company prior to incurring such costs and if the Company's approval to incur such costs has not been expressly given.
 - iv) Claims pursuant to the Company Warranty can only be made by the Buyer.
- f) The Company Warranty covers defective materials and/or workmanship as follows:
- i) The Company will supply all materials required to replace any faulty materials covered by the Company Warranty free of charge to the Buyer (parts cover).
 - ii) All faulty workmanship repairs will be carried out by an engineer suitably qualified to work on the Goods to the highest standards following all relevant codes of good practice and adhering to relevant legislation free of charge to the Buyer (labour cover).
 - iii) The Company will endeavour to respond to any reported defect within 1-3 working days of the defect being notified and acknowledged by the Company.
 - iv) Company Warranty call out coverage is restricted to normal UK working hours, i.e. Monday to Friday, 8am to 5pm.
- g) The following are not covered by the Company Warranty:
- i) any damage or wear to doors, drawers, hinges, shelves, trayslides, gaskets, seals, handles, knobs, castors and legs, keys, glass, batteries, paint work, plastics, light bulbs/tubes, fuses, filters, hose connections, consumables and the like;
 - ii) the cost of the call out of an engineer where either no fault, or a minor fault such as a blown fuse, or incorrect operation of the Goods are ascertained as the cause of the reported defect;
 - iii) additional damage or defects caused by failure to notify the Company of defects arising;
 - iv) C Grade, reconditioned or second-hand Goods.
- h) The Company shall not be liable under the Company Warranty or any other warranty or guarantee if the total Price for the Goods or any other Goods supplied by the Company have not been paid by the date by which payment is due, nor shall the Company be responsible for any direct or indirect loss, damage or costs arising due to such non- payment.
- i) The benefit of the Company Warranty is not transferable from the Buyer to any other person or legal entity.

STANDARD TERMS AND CONDITIONS CONTINUED

15) BUYER INDEMNITIES, UNDERTAKINGS AND ACKNOWLEDGEMENTS

- a) The Buyer undertakes to indemnify the Company and keep the Company indemnified, for all costs, damages, losses, expenses and legal fees incurred by the Company as a result of the Buyer's breach of this agreement, arising under contract, tort or otherwise.
- b) The Buyer acknowledges that the Company shall not be liable for any design of any of the Company's products, and that the Company shall not be liable for any losses incurred by the Buyer in relation to the inappropriateness, appearance or unsuitability of a design or product specification.
- c) The Buyer undertakes to provide safe and, where reasonably possible, clear access to the Delivery site, taking into account, but not limited to, the restrictions listed in clause 9g). For the avoidance of doubt, the Buyer's obligations under this clause extend to the removal of any article impeding access and/or installation.

16) INSOLVENCY OF BUYER

- a) If the Buyer makes a voluntary arrangement with its creditors, or becomes subject to an administration order, statutory demand or (being an individual or firm) becomes bankrupt, or (being a company) goes into liquidation (other than for the purposes of amalgamation or reconstruction), or if a receiver is appointed of any of the property or assets of the Buyer, or if the Buyer ceases or threatens to cease to carry on business, or if the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer then, without prejudice to any other remedy available, the Company shall be entitled to:
 - i) cancel the Contract; and/or
 - ii) suspend any further deliveries under the Contract without any liability to the Buyer.
- b) If the Goods have been delivered but not paid for the full Price shall become immediately due and payable notwithstanding any previous arrangement or agreement to the contrary. If payment is not received the Company, and/or the Company's authorised representatives, shall be entitled to enter the premises of the Buyer or any third party where the Goods are stored and repossess the Goods. If the Buyer becomes subject to any event listed in clause 16a), the Buyer hereby grants the Company, and/or the Company's authorised representatives, a licence to access and enter any of the Buyer's premises where the Goods are held, or where the Company reasonably suspects the Goods to be held.

17) IMAGES, DRAWINGS AND SPECIFICATIONS

All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and this is not a sale by sample. The Buyer acknowledges that minor variations can occur between the product viewed in materials provided by the Company and the finished product in relation to the specification of that product.

18) WEEE

- a) The Waste Electrical and Electronic Equipment Regulations 2006 do not apply to the Company, and the Company has no obligation to receive or dispose of any electrical and electronic equipment to which the regulations apply.
- b) On request by the Buyer, the Company may recover and dispose of electrical and electronic equipment subject to the Company's approval and payment of such fees and charges as reasonably determined by the Company.

STANDARD TERMS AND CONDITIONS CONTINUED

19) FORCE MAJEURE

a) In the event of the Company being prevented, frustrated or impeded from completing the Contract by any cause beyond its reasonable control including inter alia Acts of God, war, invasion, civil war, statute, government orders, strikes, lockouts, fire, accidents, manufacturing delays, or any other cause (whether of like nature), the Company shall be under no liability for any loss or damage suffered by the Buyer. None of the aforementioned events shall entitle the Buyer to cancel the contract.

20) GENERAL

- a) The Company reserves the right to make changes to these Conditions at any time.
- b) Any notice required to be given by either party to the other under these Conditions shall be In Writing addressed to that party at its registered office or principal place of business or such other address that may have been notified to the party giving the notice.
- c) The Company reserves the right to assign this Contract or any claims arising to third parties without the consent of the Buyer.
- d) No waiver by the Company of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- e) If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.
- f) These Conditions are subject to the law of England and Wales.