

## General Terms and Conditions

Your attention is drawn in particular to the provisions of clause 9.

### 1. INTERPRETATION

1.1 Definitions. In these Terms, the following definitions apply:

#### Business Day

A day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

#### Contract

The contract between Us and You for the sale and purchase of the Goods in accordance with these Terms.

#### Customer/You/Your

The person or firm who orders or agrees to purchase the Goods from Us.

#### Delivery Terms

Our delivery terms and conditions as amended from time to time.

#### Goods

The goods (or any part of them), including Spare Parts, manufactured by Precision and bearing a Precision model number and serial number.

#### Non Standard Goods

Any customised good including Remotes, products which are painted or made with different finishes, products configured with options or accessories that are either not listed in our published price list or an adaptation of those which are listed.

#### Month

A calendar month.

#### Precision/We/Us/Our

Precision Refrigeration Limited of Stephenson Way, Thetford, Norfolk, IP24 3RU.

#### Spare Part

any replacement original part or component used to maintain or repair Our Goods.

#### Specification

Any specification for the Goods, including any related plans and drawings, that is agreed by You and Us.

#### Terms and Conditions

Our terms and conditions, as amended from time to time.

#### UK Orders

Orders for Goods which are to be delivered to and for use in mainland United Kingdom

#### Warranty Terms

Our warranty terms and conditions as amended from time to time.

1.2 Construction. In these Terms, the following rules apply:

1.2.1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.2 A reference to a party includes its personal representatives, successors or permitted assigns.

1.2.3 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.2.4 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.2.5 A reference to writing or written includes e-mails.

### 2. BASIS OF CONTRACT

2.1 Subject to the Delivery Terms and Warranty Terms, these Terms apply to the Contract to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 The Order constitutes an offer by You to purchase the Goods in accordance with these Terms. You are responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.

2.3 The Order shall only be deemed to be accepted when We issue a written acceptance of the Order, at which point the Contract shall come into existence.

- 2.4 The Contract constitutes the entire agreement between the parties. You acknowledge that You have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Us which is not set out in the Contract.
- 2.5 Any samples, drawings, descriptive matter, or advertising produced by Us and any descriptions or illustrations contained in Our catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.
- 2.6 A quotation for the Goods given by Us shall not constitute an offer. A quotation may be withdrawn without notice and in any event shall only be valid for a period of 30 days from its date of issue.
3. **GOODS**
- 3.1 The Goods are described in Our catalogue from time to time as modified by any applicable Specification.
- 3.2 You shall indemnify Us against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by Us in connection with any claim made against Us for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Our use of the Specification. This clause 3.2 shall survive termination of the Contract.
- 3.3 We reserve the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.
4. **DELIVERY**
- 4.1 The provisions set out in this clause 4 shall be subject to the Delivery Terms.
- 4.2 Each delivery of Goods shall be accompanied by a delivery note which shows all relevant Customer and Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered.
- 4.3 We shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (Delivery Location) at any time after We notify You that the Goods are ready.
- 4.4 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.
- 4.5 You shall be responsible for ensuring that You have sufficient resources and manpower at the Delivery Location, at Your own risk and cost.
- 4.6 If You require notification in advance of the arrival time of the Goods, this must be stated in the Order and agreed by Us in advance in writing.
- 4.7 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence unless specified in writing. We shall not be liable for any delay in delivery of the Goods, or failure to deliver the Goods, that is caused by a Force Majeure Event or Your failure to provide Us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods, or if You fail to notify Us in writing within 6 days of receipt of an invoice.
- 4.8 Orders for Spare Parts shall be sent by a next Business Day delivery courier service, provided that the Order is placed by 1pm GMT, and provided that the part is in stock.
- 4.9 If an Order for Spare Parts is placed after 1pm GMT, the Spare Part shall be sent by a next Business Day delivery courier service on the next Business Day, provided that the part is in stock.
- 4.10 If an Order for Spare Parts is placed and the part is not in stock, You will be notified of this in writing and the part will be delivered as soon as is reasonably practicable.
- 4.11 We may deliver the Goods in separate deliveries, which shall be invoiced and paid for separately. Each individual delivery shall constitute a separate Contract. Any delay in delivery or defect in any one delivery shall not entitle You to cancel any other instalment.
- 4.12 Without prejudice to any other of Our rights hereunder, if at the quoted date of delivery all instructions reasonably required by Us and all necessary documents for the forwarding of the Goods are not available, if You shall otherwise cause or request delay, or if You are unable or unwilling to accept delivery of the Goods, You shall pay to Us on demand all storage, delivery and other relevant costs. Current storage rates are £5 per item per week.
- 4.13 Unless otherwise agreed between the parties in writing, all costs and expenses of transportation from Our stores to the Delivery Location shall be paid for by You in accordance with Our standard delivery charges as in force at the time of delivery.

- 4.14 You are responsible for any delivery costs associated with returning the Goods to us under the Warranty Terms.
- 4.15 If Goods are being returned to Us for breach of the warranty where We are liable for the same, as set out in the Warranty Terms, We shall be responsible for any delivery costs in returning the Goods to You, if applicable.
- 4.16 We shall not be responsible for any incidental or consequential damage whatsoever.

## 5. **QUALITY**

- 5.1 Subject to the Warranty Terms, for UK Orders only, We warrant that on delivery, and for a period of 24 months from the date of delivery (warranty period), the Goods shall:
  - 5.1.1 conform in all material respects with their description and any applicable Specification;
  - 5.1.2 be free from material defects in design, material and workmanship; and
  - 5.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
- 5.2 Subject to clause 5.3, if:
  - 5.2.1 You give notice in writing to Us during the warranty period within 10 Business Days of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
  - 5.2.2 We are given a reasonable opportunity of examining such Goods; and
  - 5.2.3 You (if asked to do so by Us) return such Goods to Our place of business at Your cost, We shall, at Our option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 5.3 We shall not be liable for Goods' failure to comply with the warranty set out in clause 5.1 in any of the following events:
  - 5.3.1 the damage, defect or deterioration arises in respect of consumable items including, but not limited to, lights and gaskets;
  - 5.3.2 You make any further use of such Goods after giving notice in accordance with clause 5.2.1;
  - 5.3.3 the defect arises because You failed to follow Our oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
  - 5.3.4 the defect arises as a result of Us following any drawing, design or Specification supplied by You;
  - 5.3.5 You alter or repair such Goods, or authorise a third party to alter or repair such Goods, without Our written consent;
  - 5.3.6 the defect arises as a result of accidental damage, fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions;
  - 5.3.7 the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements;
  - 5.3.8 the damage, defect or deterioration arises as a result of fire, lightning, flood or act of God;
  - 5.3.9 the damage, defect or deterioration arises as a result of failure to maintain and service the Goods in accordance with Our operating manuals, as supplied with the Goods on delivery;
  - 5.3.10 the damage, defect or deterioration arises as a result of repairs made using Spare Parts which were not manufactured by Us; or
  - 5.3.11 the Goods are second hand.
- 5.4 We shall determine the cause and liability for the Goods' failure to comply with the warranty set out in clause 5.1
- 5.5 We shall at Our discretion perform a test, inspection or other examination of the Goods to be supplied under the Contract. If the Goods satisfy such test, inspection or examination they shall be deemed to be of the quality specified in the Contract.
- 5.6 We shall not be liable for defects, damage or deterioration in the Goods which are apparent on inspection unless You give written notice to Us of the alleged defects within 3 Business Days from the date of delivery of the Goods. On being so notified We shall have the right to inspect the Goods before You use or sell them in the ordinary course of Your business provided that We do so within 14 Business Days of receipt of notice from You.
- 5.7 We shall not be liable for defects in the Goods which are not apparent on inspection unless You give written notice to Us of the alleged defects within 30 days of the date of delivery of the Goods. On being so notified We shall have the right to inspect and test the Goods before You use or sell the Goods in Your ordinary course of

business, provided that We do so within a reasonable time considering the nature of the defect alleged.

- 5.8 Except as provided in this clause 5, We shall have no liability to You in respect of the Goods' failure to comply with the warranty set out in clause 5.1.
- 5.9 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 5.10 These Terms shall apply to any repaired or replacement Goods supplied by Us.
- 5.11 Any warranties contained herein or implied by law apply to the original Customer only and are not transferable.
- 5.12 No other warranty as to fitness for particular purpose, even if such purpose is known to Us, or of satisfactory quality shall apply to the supply of Goods by Us.
- 5.13 If You re-sell the Goods, You shall supply the buyer with a copy of Our Warranty Terms.

## 6. **TITLE AND RISK**

- 6.1 The risk in the Goods shall pass to You on completion of delivery.
- 6.2 Title to the Goods shall not pass to You until We receive payment in full (in cash or cleared funds) for the Goods and any other goods that We have supplied to You in respect of which payment has become due. Title to the Goods shall pass at the time of payment of all such sums.
- 6.3 Until title to the Goods has passed to You, You shall:
  - 6.3.1 store the Goods separately from all other goods held by You so that they remain readily identifiable as Our property;
  - 6.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
  - 6.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
  - 6.3.4 notify Us immediately if it becomes subject to any of the events listed in clause 8.3;
  - 6.3.5 give Us such information relating to the Goods as We may require from time to time; and
  - 6.3.6 accept liability for any loss of or damage to or deterioration of the Goods from whatever cause from the date of delivery.
- 6.4 Subject to clause 6.5, You may resell or use the Goods in the ordinary course of Your business (but not otherwise) before We receive payment for the Goods. However, if You resell the Goods before that time:
  - 6.4.1 You do so as principal and not as Our agent; and
  - 6.4.2 title to the Goods shall pass from Us to You immediately before the time at which resale by You occurs.
- 6.5 If before title to the Goods passes to You, You become subject to any of the events listed in clause 8.3, then, without limiting any other right or remedy We may have:
  - 6.5.1 Your right to resell the Goods or use them in the ordinary course of Your business ceases immediately; and
  - 6.5.2 We may at any time:
    - (a) require You to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
    - (b) if You fail to do so promptly, enter any of Your premises or those premises of any third party where the Goods are stored in order to recover them.

## 7. **PRICE AND PAYMENT**

- 7.1 The price of the Goods shall be the price set out in the Order, or, if no price is quoted the price set out in Our published price list in force as at the date of delivery.
- 7.2 We may, by giving notice to You at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
  - 7.2.1 any factor beyond Our control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
  - 7.2.2 any request by You to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
  - 7.2.3 any delay caused by any instructions of You or failure of You to give Us adequate or accurate information or instructions.
- 7.3 We may invoice You for the Goods on or at any time after the completion of delivery.
- 7.4 Unless otherwise agreed between You and Us, You shall pay the invoice in full and in cleared funds by the end of the month following the month the invoice was dated. Payment shall be made to the bank account nominated in writing by Us. Time of payment is of the essence.
- 7.5 If delivery of any Goods is delayed at Your request, We shall give notice in writing to You of when the Goods will be available for delivery and You shall pay for Goods at the end of the



month following the month when they receive such notice and the risk of such Goods shall pass to You on the date of the giving of such notice by Us. You shall pay Our storage costs for such Goods.

- 7.6 If You fail to make any payment due to Us under the Contract by the due date for payment, then You shall pay interest on the overdue amount at the rate of 2.5% per month. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue amount.
- 7.7 You shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). We may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by You against any amount payable by Us to You.
- 8. TERMINATION AND SUSPENSION**
- 8.1 We may terminate the Contract by giving 7 days writing in notice to You.
- 8.2 If You become subject to any of the events listed in clause 8.3, We may terminate the Contract with immediate effect by giving written notice to You.
- 8.3 For the purposes of clause 8.2, the relevant events are:
- 8.3.1 You suspend, or threaten to suspend, payment of Your debts, or are unable to pay Your debts as they fall due or admit inability to pay Your debts, or (being a company or limited liability partnership) are deemed unable to pay Your debts within the meaning of section 123 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
- 8.3.2 You commence negotiations with all or any class of Your creditors with a view to rescheduling any of its debts, or make a proposal for or enters into any compromise or arrangement with Your creditors;
- 8.3.3 (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of You;
- 8.3.4 (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over You;
- 8.3.5 (being a company) the holder of a qualifying floating charge over Your assets has become entitled to appoint or has appointed an administrative receiver;
- 8.3.6 a person becomes entitled to appoint a receiver over Your assets or a receiver is appointed over Your assets;
- 8.3.7 a creditor or encumbrancer of You attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- 8.3.8 any event occurs, or proceeding is taken, with respect to You in any jurisdiction to which You are the subject that has an effect equivalent or similar to any of the events mentioned in clause 8.3.1 to clause 8.3.6 (inclusive);
- 8.3.9 You suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of Your business; and
- 8.3.10 Your financial position deteriorates to such an extent that in Our opinion Your capability to adequately fulfil Your obligations under the Contract has been placed in jeopardy.
- 8.4 Without limiting Our other rights or remedies, We may suspend provision of the Goods, re-take possession of the Goods and may demand prepayment of the price of the Goods under the Contract or any other contract between You and Us if You become subject to any of the events listed in clause 8.3.1 to clause 8.3.10, or We reasonably believe that You are about to become subject to any of them, or if You fail to pay any amount due under this Contract on the due date for payment.
- 8.5 On termination of the Contract for any reason You shall immediately pay to Us all of Our outstanding unpaid invoices and interest.
- 8.6 Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.
- 8.7 In addition to Our statutory rights, if any of the events set out in clause 8.3 occur We shall be entitled to a general lien on all Goods of Yours in Our possession for the unpaid price of any Goods sold and delivered to You by Us, and payment in respect of any Goods in Your possession shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

- 8.8 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.
9. **CANCELLATION**
- 9.1 You may cancel the Order in whole or in part by giving written notice to Us. We may in Our discretion accept the notice of cancellation.
- 9.2 Should We accept the notice of cancellation in accordance with clause 9.1 You shall indemnify Us in respect of any and all losses, costs and expenses incurred by Us from the date of the Order to the date upon which We accept the notice of cancellation.
- 9.3 We reserve the right to charge on demand a reasonable cancellation charge.
- 9.4 Cancellation of non-standard Goods will be non-refundable and charged at 100% of the invoice value of the Goods.
10. **RETURNS**
- 10.1 Subject to the Warranty Terms:
- 10.1.1 the return of Goods will be at Our absolute discretion;
- 10.1.2 should We accept the return of the Goods we will notify You in writing and issue You with a return number;
- 10.1.3 should We accept the return of the Goods, You will be responsible for the costs of returning the Goods to Us;
- 10.1.4 subject to the provisions of this clause 10, should We accept the return of the Goods We will refund You the price You paid for the Goods, provided that they are returned in the same condition as they were delivered to You.
11. **LIMITATION OF LIABILITY**
- 11.1 Nothing in these Terms shall limit or exclude Our liability for:
- 11.1.1 death or personal injury caused by Our negligence, or the negligence of Our employees, agents or subcontractors (as applicable);
- 11.1.2 fraud or fraudulent misrepresentation;
- 11.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- 11.1.4 defective products under the Consumer Protection Act 1987; or
- 11.1.5 any matter in respect of which it would be unlawful for Us to exclude or restrict liability.
- 11.2 Subject to clause 11.1:
- 11.2.1 We shall under no circumstances whatever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- 11.2.2 Our total liability to You in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the price of the Goods.
12. **FORCE MAJEURE**
- We shall not be liable for any failure or delay in performing Our obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.
13. **INFORMATION**
- 13.1 All information, relating to the construction, assembly, use, storage or disposal of the Goods made available to You at any point (Information) shall be supplied by You to any person to whom You resell the Goods to, or any product in which the Goods are incorporated and You shall require that person to do the same in the event that they resell the Goods or any product in which the Goods are incorporated.
- 13.2 You shall indemnify Us in full against any and all liabilities, costs, expenses and claims arising out of any failure by any person other than Us to make such Information available to any other person.
14. **DISPUTE RESOLUTION**

- 14.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (Dispute) then the parties shall follow the procedure set out in this clause:
- 14.1.1 Either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice) together with relevant supporting documents. On service of the Dispute Notice the parties shall attempt in good faith to resolve the Dispute;
- 14.1.2 If the parties are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation a party must serve notice in writing (ADR Notice) to the other party to the Dispute, requesting a mediation. A copy of the ADR Notice should be sent to CEDR Solve. The mediation will start no later than 30 days after the date of the ADR Notice.
- 14.2 The Dispute shall be finally resolved by arbitration proceedings in accordance with this agreement. No party may commence any arbitration proceedings under clause 14 in relation to the whole or part of the Dispute until 60 days after service of the ADR Notice, or if either party fails to participate or to continue to participate in the mediation before the expiration of the said period of 60 days, or the mediation terminates before the expiration of the said period of 60 days.
15. **GENERAL**
- 15.1 Assignment and other dealings.
- 15.1.1 We may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of Our rights or obligations under the Contract.
- 15.1.2 You may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of Your rights or obligations under the Contract without Our prior written consent.
- 15.2 Notices.
- 15.2.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or e-mail.
- 15.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 15.2.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am GMT on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or e-mail, one Business Day after transmission.
- 15.2.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 15.3 Severance.
- 15.3.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 15.3.2 If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 15.4 Waiver. A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.5 Third party rights. A person who is not a party to the Contract shall not have any rights to enforce its terms.

- 15.6 Variation. Except as set out in these Terms, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by Us.
- 15.7 Governing law. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

## **Schedule 1**

### **Warranty Terms**

#### **1. INTERPRETATION**

- 1.1 Definitions. In these Warranty Terms, the following definitions apply:

**Business Day**

A day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

**Delivery Terms**

Our delivery terms and conditions as amended from time to time.

**Goods**

The goods (or any part of them), including Spare Parts, manufactured by Precision and bearing a Precision model number and serial number.

**Month**

A calendar month.

**Precision/We/Us/Our**

Precision Refrigeration Limited of Stephenson Way, Thetford, Norfolk, IP24 3RU.

**Spare Part**

any replacement original part or component used to maintain or repair Our Goods.

**Specification**

Any specification for the Goods, including any related plans and drawings, that is agreed by You and Us.

**Terms and Conditions**

Our terms and conditions, as amended from time to time.

**UK Orders**

Orders for Goods which are to be delivered to and for use in mainland United Kingdom

**You/Your**

The person or firm who purchases the Goods from Us or an authorised third party distributor.

**Warranty Terms**

The warranty terms and conditions set out in this document as amended from time to time.

- 1.2 Unless overridden within these Warranty Terms, all terms contained in the Terms and Conditions and Delivery Terms shall apply.

#### **2. WARRANTY**

- 2.1 Our warranty applies to Our Goods, unless otherwise specified in writing.

- 2.2 Subject to clause 3, for UK Orders only, We warrant that on delivery, and for a period of 24 months from the date of delivery (warranty period), the Goods shall:

2.2.1 conform in all material respects with their description and any applicable Specification;

2.2.2 be free from material defects in design, material and workmanship; and

2.2.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

- 2.3 Subject to the provisions set out in clause 3, if:

2.3.1 You give notice in writing to Us during the warranty period within the time scales set out in clause 3.3 that some or all of the Goods do not comply with the warranty set out in clause 2.2

2.3.2 We are given a reasonable opportunity of examining such Goods; and

2.3.3 You (if asked to do so by Us) return such Goods to Our place of business at Your cost; We shall, at Our option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

- 2.4 We shall determine the cause and liability for the Goods' failure to comply with the warranty set out in clause 2.2.

2.5 We shall at Our discretion perform a test, inspection or other examination of the Goods. If the Goods satisfy such test, inspection or examination they shall be deemed to be of the quality as set out in clause 2.2.

- 2.6 These Warranty Terms shall apply to any repaired or replacement Goods supplied by Us.



- 2.7 No other warranty as to fitness for particular purpose, even if such purpose is known to Us, or of satisfactory quality shall apply to the supply of Goods by Us.
3. **EXCEPTIONS**
- 3.1 Except as provided in clause 2 We shall have no liability to You in respect of the Goods' failure to comply with the warranty set out in clause 2.2.
- 3.2 These Warranty Terms apply solely to Goods located in mainland United Kingdom.
- 3.3 We shall not be liable for defects, damage or deterioration in the Goods unless You give written notice to Us of the alleged defects within 10 Business Days from the date of discovery. On being so notified We shall have the right to inspect the Goods before You use or sell them in the ordinary course of Your business provided that We do so within 14 Business Days of receipt of notice from You.
- 3.4 We shall not be liable for Goods' failure to comply with the warranty set out in clause 2.2 in any of the following events:
- 3.4.1 the damage, defect or deterioration arises in respect of consumable items including, but not limited to, lights and gaskets;
- 3.4.2 You make any further use of such Goods after giving notice in accordance with clause 3.3;
- 3.4.3 the defect arises because You failed to follow Our oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
- 3.4.4 the defect arises as a result of Us following any drawing, design or Specification supplied by You;
- 3.4.5 You alter or repair such Goods, or authorise a third party to alter or repair such Goods, without Our written consent;
- 3.4.6 the defect arises as a result of accidental damage, fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions;
- 3.4.7 the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements;
- 3.4.8 the damage, defect or deterioration arises as a result of fire, lightning, flood or act of God;
- 3.4.9 the damage, defect or deterioration arises as a result of failure to maintain and service the Goods in accordance with Our operating manuals, as supplied with the Goods on delivery;
- 3.4.10 the damage, defect or deterioration arises as a result of repairs made using Spare Parts which were not manufactured by Us; or
- 3.4.11 the Goods are second hand.
- 3.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Warranty Terms.
- 3.6 We are not responsible for any loss relating to food or other contents stored in Our Goods.
4. **WARRANTY CLAIM**
- 4.1 If You wish to make a warranty claim You must:
- 4.1.1 Contact Us on +44 (0)1842753994;
- 4.1.2 Provide Us with the equipment model and serial number;
- 4.1.3 Provide Us with the location of the machine and site contact details;
- 4.1.4 Provide Us with a description of the fault.
5. **GENERAL**
- 5.1 We aim to respond to all warranty claims on the next Business Day or as soon as is reasonably practicable.
- 5.2 Warranty work will be carried out by Us during Our normal business hours (8.30am – 5pm, Monday – Friday). Work carried out outside of these times is chargeable to You, subject to quotation and order.
- 5.3 Contents risk and insurance remains Your responsibility at all times.
- 5.4 An extended warranty period may be agreed in writing between You and Us at additional cost to You.
6. **DELIVERY**
- 6.1 You are responsible for any delivery costs associated with returning the Goods to us.
- 6.2 If Goods are being returned to Us for breach of the warranty in clause 2.2 where We are liable for the same, We shall be responsible for any delivery costs in returning the Goods to You, if applicable.
- 6.3 We shall not be responsible for any incidental or consequential damage whatsoever.

## **Schedule 2**

### **Delivery Terms**

#### **1. INTERPRETATION**

1.1 Definitions. In these Delivery Terms, the following definitions apply:

**Business Day**

A day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

**Contract**

The contract between Us and You for the sale and purchase of the Goods in accordance with the Terms and Conditions.

**Customer/You/Your**

The person or firm who orders or agrees to purchase the Goods from Us.

**Delivery Term**

The delivery terms and conditions set out in this document as amended from time to time.

**Force Majeure Event**

Has the meaning given in clause 4.

**Goods**

The goods (or any part of them), including Spare Parts, as set out in the Order.

**Kerbside**

External areas with clear access and no parking or other restrictions.

**Month**

A calendar month.

**Order**

Your order for the Goods, as set out in Your purchase order form, or Your written acceptance of Our quotation, as the case may be.

**Precision/We/Us/Our**

Precision Refrigeration Limited of Stephenson Way, Thetford, Norfolk, IP24 3RU.

**Product**

Each individual item which comprises the Goods.

**Spare Part**

Any replacement original part or component used to maintain or repair Our Goods.

**Specific Day Delivery**

Has the meaning given in clause 2.3.

**Specific Timed Delivery**

Has the meaning given in clause 2.2.

**Standard Delivery**

Has the meaning given in clause 2.1

**UK Orders**

Orders for Goods which are to be delivered to and for use in mainland United Kingdom.

**Terms and Conditions**

Our terms and conditions, as amended from time to time.

**Warranty Terms**

Our warranty terms and conditions as amended from time to time.

1.2 Unless overridden within these Delivery Terms, all terms contained in the Terms and Conditions and Warranty Terms shall apply.

## 2. **DELIVERY OPTIONS**

2.1 Standard Delivery (Within a 3-5 Business Day Window)

2.1.1 Subject to clause 2.1.7, Orders placed for Standard Delivery will be delivered within 3-5 Business Days of the week commencing date quoted on our written sales order confirmation.

2.1.2 Subject to clauses 2.1.3 - 2.1.6, Standard Delivery for UK Orders shall be free of charge.

2.1.3 Standard Delivery applies only to ground floor sites.

2.1.4 Standard Delivery applies only to deliveries to Kerbside and does not include installation or positioning on site.

2.1.5 Standard Delivery shall exclude any locations not in UK Mainland.

2.1.6 Delivery to the locations set out in clause 2.1.5, as amended from time to time, shall be subject to quotation by Us and shall be agreed by Us in writing.

2.1.7 Standard Delivery shall be subject to availability of Products and transport. Time shall not be of the essence.

2.2 Specific Timed Delivery

2.2.1 Subject to clauses 2.2.3 – 2.2.5, Specific Timed Delivery shall be subject to quotation by Us and agreed by Us in writing.

2.2.3 Specific Timed Delivery applies only to ground floor sites.

- 2.2.4 Specific Timed Delivery applies only to deliveries to Kerbside and does not include installation or positioning on site.
- 2.2.5 Specific Timed Delivery shall exclude any location not in UK Mainland
- 2.2.6 Delivery to the locations set out in clause 2.2.4, as amended from time to time, shall be subject to quotation by Us and shall be agreed by Us in writing.
- 2.2.7 Specific Timed Delivery shall be subject to availability of Products and transport. Time shall not be of the essence.
- 2.3 Specific Day Delivery
  - 2.3.1 Specific Day Delivery shall be subject to quotation by Us and agreed by Us in writing.
  - 2.3.2 Specific Day Delivery applies only to ground floor sites.
  - 2.3.3 Specific Day Delivery applies only to deliveries to Kerbside and does not include installation or positioning on site.
  - 2.3.4 Specific Day Delivery shall be subject to availability of Products and transport. Time shall not be of the essence.
- 2.4 Unpacking and installation of the Goods shall be charged at £145 +VAT per Product.
- 2.5 Kerbside collection of a like for like existing Product upon delivery of a Product shall be charged at £100+VAT.
- 2.6 If You postpone or cancel Your delivery, You may incur a penalty subject to a minimum fee of £180+VAT per Product at Our discretion.
- 2.7 Palletisation. Increased packaging suitable for trans-shipping shall be charged at £75+VAT per Product
- 2.8 Full wooden crates. Deep sea crating suitable for air freight or LCL shipments shall be charged at £150 per crate for crates up to 1000 x 1000 and £250 per crate for larger crates.
- 2.9 Spare Parts
  - 2.9.1 UK Orders for Spare Parts shall be sent by a next Business Day courier service, provided that the Order is placed by 1pm GMT, and provided that the part is in stock.
  - 2.9.2 If an Order for Spare Parts is placed after 1pm GMT, the Spare Part shall be sent by a next Business Day delivery courier service on the next Business Day, provided that the part is in stock.
  - 2.9.3 If an Order for Spare Parts is placed and the part is not in stock, You will be notified of this in writing and the part will be delivered as soon as is reasonably practicable.
- 2.7.4 Costs for delivery of Spare Parts shall be subject to quotation.
- 3. **GENERAL DELIVERY TERMS**
  - 3.1 Each delivery of Goods shall be accompanied by a delivery note which shows all relevant Customer and Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered.
  - 3.2 We shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (Delivery Location) at any time after We notify You that the Goods are ready.
  - 3.3 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.
  - 3.4 You shall be responsible for ensuring that You have sufficient resources and manpower at the Delivery Location, at Your own risk and cost.
  - 3.5 If You require notification in advance of the arrival time of the Goods, this must be stated in the Order and agreed by Us in advance in writing.
  - 3.6 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence unless specified in writing. We shall not be liable for any delay in delivery of the Goods, or failure to deliver the Goods, that is caused by a Force Majeure Event or Your failure to provide Us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods, or if You fail to notify Us in writing within 6 days of receipt of an invoice.
  - 3.7 We may deliver the Goods in separate deliveries, which shall be invoiced and paid for separately. Each individual delivery shall constitute a separate Contract. Any delay in delivery or defect in any one delivery shall not entitle You to cancel any other instalment.

- 3.8 Without prejudice to any other of Our rights hereunder, if at the quoted date of delivery all instructions reasonably required by Us and all necessary documents for the forwarding of the Goods are not available, if You shall otherwise cause or request delay, or if You are unable or unwilling to accept delivery of the Goods, You shall pay to Us on demand all storage, delivery and other relevant costs.
- 3.9 Unless otherwise agreed between the parties in writing, all costs and expenses of transportation from Our stores to the Delivery Location shall be paid for by You in accordance with Our standard delivery charges as in force at the time of delivery.
- 3.10 You are responsible for any delivery costs associated with returning the Goods to us under the Warranty Terms.
- 3.11 If Goods are being returned to Us for breach of the warranty where We are liable for the same, as set out in the Warranty Terms, We shall be responsible for any delivery costs in returning the Goods to You, if applicable.
- 3.12 We shall not be responsible for any incidental or consequential damage whatsoever.
- 3.13 Standard delivery price includes foam corners and stretch wrap suitable for direct mainland deliveries.

4. **FORCE MAJEURE**

We shall not be liable for any failure or delay in performing Our obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.