

Terms & Conditions

ALL QUOTATIONS are made, and all orders are accepted to the following Standard Conditions of Sale, notwithstanding anything which may be stated or implied to the contrary in the Customer's order forms or correspondence:-

(1) ORDERS. The Company reserves the right to accept or refuse orders and cancel or suspend delivery under any uncompleted order.

(2) VALIDITY OF QUOTATIONS. Unless previously withdrawn, all quotations are open for acceptance within thirty days only from the date and are subject to confirmation at the time of such acceptance.

(3) ACCEPTANCE OF QUOTATION. The acceptance of the Company's quotation must be accompanied by sufficient information to enable the Company to proceed with the order.

(4) DESCRIPTION ACT: All descriptive specifications, drawings and particulars of weights and dimensions submitted with the Company's quotation are approximate only, The Company reserves the right to modify the designs and specifications for the materials used in its products without notice.

(5) DELIVERY. Any time quoted for despatch is to date from receipt by the Company of a written order to proceed and of all necessary information and drawings to enable it to put the work in hand.

The Company will use its best endeavours to despatch on the date given but will accept no liability for failure to do so.

(6) STORAGE. If, after the due delivery date, the Company does not receive forwarding instructions within ten days after the date of notification that the goods are ready for despatch, the Customer shall take delivery and arrange storage. The Company, if its storage facilities permit, may, however, store the goods, making a charge until they are despatched, and the goods, when put in storage, shall be paid for as if they had been despatched.

(7) DAMAGE IN TRANSIT. When the price quoted by the Company includes delivery within the United Kingdom of Great Britain and Northern Ireland, the Company will repair or replace free of charge goods damaged in transit provided the Consignor, the Company, and the Carriers receive the requisite written notification of such damage within the time specified by the Carriers. Unless the Consignor receives such notification, the Company shall be under no liability for damage in transit. The Customer is advised, in his interest, to inspect the goods immediately upon arrival.

(8) NON-DELIVERY. In the case of non-delivery, notice in writing must be given to the Consignor, the Company, and the Carriers, who must write at the time specified by the Carriers. In the case of shortage of delivery, claims will be considered only if the Consignor, the Company and the Carriers receive the requisite written notification of such shortage within the time specified by the Carriers. The packing and contents should be retained for inspection by the Carrier's inspectors.

(9) PRICE. All prices included in the Company's quotations are provisional and are subject to alteration upwards or downwards without prior notice according to the Company's price or prices ruling at the date of despatch from the factory.

(10) TERMS OF PAYMENT. Payment must be made 30 days from the invoice date (See Clause 20). Any invoice outstanding beyond this period may be referred to First Legal Debt Recovery and will be subject to a surcharge of 15% plus VAT to cover the collection costs incurred. This surcharge and all other charges and legal fees incurred will be the Customer's responsibility and will be legally enforceable.

GMN REFRIGERATION TERMS & CONDITIONS

Where the price for erection and/or installations is quoted as a separate item, payment for the goods delivered is due on delivery, and payment for erection and/or installation is made upon completion.

Where erection and/or installation is included in the total price of the goods, payment shall be made upon completion.

Should the Purchaser prevent the Company from erecting and/or installing the goods for thirty days after delivery to the site, the goods' total price, including erection and/or installation, shall immediately become due and payable.

(11) CARRIAGE. Unless otherwise specified, the Company's quotation includes delivery by any method of transport at the Company's option within the usual free delivery area as if delivered by rail, subject to the Standard Terms & Conditions of Carriage of Merchandise as settled by the Railway Rates Tribunal (1927 S.R. & O. No. 1009) or any modification thereof.

(12) PACKING CASES. When packing cases are charged for, a credit will be given if they are returned in good condition, carriage paid, within sixty days of the Purchaser's receipt.

(13) PATENTS. In the event of any claim being made or action being brought against the Customer regarding infringement of patents by the manufacturer or sale by the Company of goods supplied to the Customer hereunder, the Customer shall make no admissions in respect thereof but shall notify the Company immediately. The Company shall be at liberty with the Customer's assistance if required, but at the Company's expense, to conduct all negotiations for the settlement of the same or any litigation that may arise therefrom, subject to such notification. Provided that no such goods, or any part thereof, shall be used for any purpose other than that for which they were supplied to the Customer, the Company will indemnify the Customer regarding any such claims.

(14) WARRANTY. Regarding new equipment, the Warranty, as set out in the Manufacturers' appropriate Warranty Certificate, shall operate in place of all other warranties, conditions, or liabilities expressed or implied by law, all of which are hereby expressly excluded.

(15) PERFORMANCE. Performance figures, if given, may be expected to be attained on test upon completion of installation and are subject to the usual tolerances. Reasonable time and opportunity are to be given to comply with such performance figures, and no liability will be accepted for any failure of attainment on the test unless they have been specifically guaranteed under an agreed sum by way of liquidated damages.

(16) CONSEQUENTIAL DAMAGE. The Company shall be under no liability for any consequential loss damage claims or liabilities of any kind arising from any cause whatsoever, nor for any contingent liability in respect of loss of stock due to mechanical or other fault or failure.

(17) ARBITRATION. Suppose at any time any question, dispute or difference shall arise between the Company and the Customer upon or in relation to or in connection with the Contract. In that case, the same shall be referred to arbitration of a person to be mutually agreed upon or, failing agreement, within 14 days after notice in writing by the one party to the other party of the existence of such dispute or difference of some person to be appointed by the President for the time being of the Institute of Electrical Engineers and in accordance with the provisions of the Arbitration Act. 1950. Or any statutory modification or re-enactment thereof.

(18) LEGAL CONSTRUCTION. The Contract shall be construed and operated in accordance with English Law. Our tender is offered on the understanding that on completion, the Purchaser will sign a form confirming acceptance of the equipment in accordance with the Health & Safety at Work Act.

(19) PURCHASER'S RISK. Equipment shall be entirely at the Purchaser's risk from the delivery date to the address stated in the Delivery Instructions. When the Company shall

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install equipment in a refrigerator which is the property of the Purchaser, the installation shall be made in a workmanlike manner, and the Company shall not be responsible for any damage to the refrigerator or the property occasioned by the work of installation.

(20) **TRANSFER OF OWNERSHIP.** The ownership of the equipment will only transfer to the Purchaser when they have paid to the Company all that is owed, however, and whensoever arising.

(21) **ERECTION AND/OR INSTALLATION.** The Purchaser shall ensure that a clear and suitable site is available and ready for equipment installation and that the site is readily accessible to normal transport. Unless specified, the Company does not supply labour or material for any builder's work, foundations, structural alteration, plumbing or electrical work. In the case of built-in cold rooms, the Purchaser shall suitably prepare the structure to be fit for installing insulation.

(22) **SERVICE.** Where equipment is sold based on service given to the user without extra charge during a stated period from the date of the original installation, the Company will provide without additional charge during the period such service as shall, in the opinion of the Company, be necessary.

UK WEEE Regulations (SI2006/3289 Waste Electrical and Electronic Equipment Regulations 2006 as modified by any subsequent legislation).

Future WEEE

GMN Refrigeration Ltd sells its products by either retaining the Producer's obligations under the WEEE Regulations or taking on those responsibilities with our Customer. In either case, the Customer must clearly state which of these options he requires, which must be documented.

GMN Refrigeration Ltd will confirm this option on its order acceptance documentation. The Customer must agree to disclose this agreement to any subsequent purchaser(s) of this equipment, as required by the regulations.

Historic WEEE

The Purchaser agrees to absolve GMN Refrigeration Ltd from its obligations under the UK WEEE Regulations, which require GMN Refrigeration Ltd to be responsible for financing the collection, treatment, recovery, and environmentally sound disposal of any product supplied **before 13 August 2005** where a similar new product is being purchased.

GMN Refrigeration Ltd will undertake the collection, treatment, recovery and environmentally sound disposal of any product supplied **before 13 August 2005** (or outside the scope of WEEE regulations) subject to payment of its current disposal fees.