

## **Gamble Foodservice Solutions Ltd (GFS) - Terms and Conditions of Sale**

1. **General** - All orders are accepted subject to these Terms and Conditions of Sale which cannot be altered except in writing by GFS. These Conditions of Sale are applicable only so far as permitted by law.

2. **Validity** - The offer is open for 30 days only from the date shown. It is subject to withdrawal or alteration at any time before a contract is concluded.

3. **Description** - Although every effort has been made to ensure that the descriptions and illustrations in our catalogues are correct, they do not constitute a sale by description.

GFS reserve the right to modify or vary the design, specification or finish of any of our products without notice unless we have given you a written undertaking to the contrary.

4. **Prices** - Prices are based on total costs at the date of quotation. If these costs should vary between time of ordering and delivery, prices will be amended accordingly.

Prices do not include the cost of erection and installation unless specifically stated. All installation work, whether included as part of the price quoted or as a separate quotation, will be undertaken only at the risk of the customer. There is normally an extra charge for deliveries outside the mainland of Great Britain and to Northern Ireland and the Republic of Ireland.

5. **Packing** - All packing cases, crates, boxes etc, are charged for. Packing for goods for export is charged at cost.

6. **Payment** - GFS will despatch goods to customers who do not have an account with GFS only when GFS has received cash against a pro-forma invoice or when goods are despatched on a C.O.D. basis.

It is a material term of the contract that the price be paid within 30 days of delivery of the goods or within such other time as GFS may allow in writing. Failing timeous payment GFS reserves the right to rescind the contract and repossess the goods or to take such other steps as GFS think fit. The customer shall not be entitled to retain the price or any portion thereof in respect of any alleged defects in the goods or in respect of any alleged counterclaim or set-off

7. **Delivery** - Delivery dates are estimated and do not form part of any contract and it is agreed that s.29(3) of the Sale of Goods Act shall not apply.

Whilst every effort is made to meet the quoted date(s), customers should appreciate that these may be affected by many factors beyond the control of GFS. GFS cannot be held liable for any losses which a customer may incur in such circumstances. In the event that a contract is delayed, it will remain in suspense until it may be executed under the conditions prevailing at the time of quotation. It is the responsibility of the customer to provide labour for unloading goods unless otherwise specified in the quotation document. If advance notice of delivery time is required, the customer should indicate this on the order.

In the event of deferment of delivery after an item has been made ready against customer requirements, GFS reserve the right to charge expense incurred in storing said goods.

Any assistance given by the carrier beyond the stated delivery address shall be at the sole risk of the customer who will keep the carrier indemnified against all claims or demands which may arise notwithstanding that property in the goods may not yet have passed to the customer.

**8. Passing of title in the property** - The title/property in the goods shall not pass to the customer unless and until the full purchase price has been paid to GFS together with any sums owing to us and the customer expressly agrees:

- (a) not to resell, hire, lend, gift, pledge or otherwise dispose of the goods until the full purchase price has been paid
- (b) until the full price is paid, to store the goods in such a way that they are clearly identifiable as our property and until property is passed, we may enter upon any premises where such goods are stored or where they may be reasonably be thought to be stored, for the purpose of re-possessing said goods and recovering same.

**9. Risk of Damage, Loss etc.** - Risk of damage to loss or destruction of the goods shall pass to the customer upon delivery of the goods at the designated delivery point, notwithstanding that property in the goods has not yet passed to the customer, and the customer shall insure accordingly. The designated delivery point shall be as follows:

- (a) EX WORKS – as soon as the goods are loaded on to the transport for transit to the customer.
- (b) BY US TO A SPECIFIED PLACE – the place or destination specified; providing that GFS shall not be liable for damage caused during unloading.

Damage in transit: goods or parts damaged during transit shall be replaced free of charge providing:

- (a) that the customer notifies GFS within three days of receipt an any damages or shortages and
- (b) that damaged goods are returned to us within 14 days, clearly marked “free for repairs” and
- (c) that in the case of damaged goods, an advice note is sent to GFS with details of the name and address of the carrier who collected the goods for return. Damage to postal items must be notified both to the postal authorities and to use within seven days of the customer receiving an advice note.

Loss in transit: In the event of non-arrival or shortage of goods, no claim will be entertained unless we receive written confirmation of non-arrival within fourteen days of our despatch date. (This will be indicated on the advice note). Non-delivery of postal items must also be notified, in writing, to both ourselves and the postal authorities within seven days of the despatch date indicated on the advice note.

**10. Third Party Liability** - The customer will be liable for any claim relating to or arising out of the goods whether brought against the customer or us, under any statute or at Common Law which arises from any cause except that of negligence on the part of our employees. The customer will indemnify GFS against any such claim and against the cost of legal proceedings.

**11. Cancellation** - If a customer cancels an order for standard items of equipment after that order has been entered in our books, GFS reserve the right to hold the customer liable to pay 20% of the trade price as liquidated damages to cover administrative and other costs.

If a customer cancels an order for an item of equipment which has been made to his specific requirements, said customer will be liable for the full amount of the order.

**12. Warranty** - This section applies only to equipment supplied by GFS. Equipment purchased through GFS should be registered for warranty purposes through the GFS website.

In the event of failure, GFS undertake to rectify any piece of equipment which is found to be faulty in material or workmanship within twelve calendar months from the date of despatch from our works (or by special agreement from the of installation and commissioning) providing that it has been used under normal conditions.

Before a warranty call is accepted, the customer must demonstrate that the equipment in question has been installed and commissioned in accordance with the manufacturer's instructions by a competent and suitable trained installer. A copy of the engineer's commissioning job sheet will be required.

If it transpires that the equipment failure is a direct result of a lack of regular cleaning and/or maintenance, then GFS reserve the right to charge for any costs incurred as a result of the engineer's visit.

GFS standard warranty cover is 8am to 5pm Monday to Friday and does not include Bank Holidays. If you require 7 days a week then GFS would be able to offer this on a chargeable basis.

GFS reserve the right to ask for any portable items of equipment i.e., connected to a 13am plug which is the subject of a warranty claim to be returned to us for inspection.

GFS regret that it cannot accept liability for any item which has been repaired before we have been able to inspect it or given authority for repair work to be carried out or in cases where other than genuine GFS components have been used. GFS do not undertake to pay for the cost of disconnecting or reconnecting any equipment or the carriage charges involved in returning it to us.

**13. Liability** - GFS shall not be under any liability to the customer for any loss or damage whether direct, indirect or consequential arising out of this contract, whether liability in contract, tort, delict, quasi-delict or otherwise, and whether by reason of the negligence of our employees or our breach of contract or otherwise provided that this condition shall not apply to:

- (a) any liability arising as aforesaid for death or personal injury
- (b) any liability in respect of any breach of Sections 12-15 of the Sale of Goods Act
- (c) any consumer contract as defined in the Unfair Contract Terms Act.

**14. Limit of Liability** - If any liability on our part shall arise (whether under the express or implied terms of this contract, or at common law or in any other way) to the customer for any loss or damage of whatever nature arising out of this contract or the goods supplied here-under. Such liability shall be limited to the payment by us by way of damages of a sum not exceeding a maximum of twice the purchase price and the customer shall insure accordingly; or we, if requested to do so in writing by the customer, will arrange insurance on the customer's behalf, premiums to be paid by the customer. Providing a consumer contract as defined in the Unfair Contract Terms Act 1977, nor to any liability for death or personal injury.

**15. GFS WEEE Directive Compliance** – GFS is a member of the B2B WEEE compliance scheme (Reg. Number WEE/DK0050TZ).

GFS obligated products falling under the WEEE category are marked with the crossed out 'wheelie bin'. Obligated products relate to those delivered by us after August 12th 2005.

GFS will take back 'like for like' units purchased before August 13th 2005 with prior notice and at the customer's expense. 'Like for like' is understood to mean equipment that is of equivalent type or fulfils the same function, and is of the same quantities and similar weight and size as that purchased.

The offer for take back with prior notice is valid only for complete, not disassembled units in the sense of WEEE. The product should not contain toxic substances and is not contaminated with other waste and be in a clean state. Units must be disconnected by a qualified person and be in a secure and safe condition ready for uplift at a date and time specified by GFS. The shipment will be made at the customer's expense.

Units must be available for uplift at kerbside with no vehicle access restrictions.

The company reserves the right to amend its policy without notice.