



caterware

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The Catering Centre

Terms and Conditions of Sale

1) General

Hereinafter Caterware Limited is called "the Company" and any individual, firm, Company or other party with whom the Company contracts, is called "the Customer". Acceptance by us of your order is conditional upon acceptance by you of the following conditions which override all other terms or conditions inconsistent therewith, express, implied or otherwise. Any variation of these conditions shall only be binding if agreed by a director. Any stipulation or conditions on a customer's order form shall be deemed to be inapplicable to any order placed with us unless expressly agreed by a director when acknowledging the order in question.

2) Quotations and Acceptance of Orders

No order placed with the company pursuant to a quotation shall be binding on the company unless and until it is accepted by the Company. Quotations are valid for 30 days unless specified differently on the quotation.

3) Prices

- A.) Unless it is a term of the Contract that the price quoted by the company shall remain fixed the price shall be that ruling at the date of delivery of the goods or equipment.
- B.) Prices are subject to Value Added Tax at the appropriate rate in force on the date of delivery.

4) Delivery

- A.) Dates shall constitute only statements of expectation and shall not be binding on the Company.
- B.) Failure by the company to deliver goods or equipment by such an estimated date or dates in respect of part deliveries shall not entitle the customer to repudiate the Contract or Claim compensation for such failures.
- C.) Unless otherwise expressly agreed in writing our prices only cover delivery and working on normal working days and during normal working hours. All deliveries made or work done at the customer's request on bank holidays, Sunday and Saturday and outside normal working hours will be subject to extra charges
- D.) After delivery of the goods or equipment by the company such goods or equipment shall be at the customer's sole risks.
- E.) Claims for loss of or damage to the goods or equipment must be notified verbally to the company within two days and confirmed in writing within fourteen days.
- F.) A clean receipt for the goods or equipment duly given by the customer's signature to the company or the company's carrier will constitute and acceptance by the customer.

5) Kitchen Design and Installation

- A.) Where the customer supplies or agrees to plans or dimensions to or with the company from purchase or supply goods to or for the customer then the company shall not be in any way howsoever be liable for any mis-statement as to area or dimension which shall not be in any subsequently at the customer's premises and any costs or losses arising from such mis-statement or alteration to the premises shall be the sole responsibility of the customers.
- B.) Deliveries of goods or equipment are to site only. Any additional cost incurred for labour and materials in installing equipment and/or customers' existing equipment to designated position will be for the customer's account.
- C.) It is the responsibility of the customer to provide all necessary services to within one metre of where the equipment is to be installed.

6) Warranty Claims

- A.) Warranties on equipment will only be the responsibility of the company and/or the company's suppliers provided such equipment has been installed by a qualified engineer and correctly cleaned and maintained.
- B.) No misuse of the equipment has taken place and the operating instructions as to storage, installation, commissioning use or maintenance have been properly adhered to.
- C.) The goods have been used for the purpose for which they were originally designed.
- D.) No unauthorised alterations to the design or usage have been implemented of the defect in the goods does not arise from any design defect in any drawing or specification provided by the purchaser.
- E.) Warranties will normally be for a period of 12 months unless stipulated otherwise on the invoice. This is on equipment only and does not include spare parts supplied or fitted.
- F.) In no circumstances whatsoever shall Caterware be liable to the purchaser whether for breach of contract in tort (including but not limited to negligence), breach of statutory duty, breach of warranty or otherwise loss of profit, loss of use, loss of business, loss of goodwill, loss of contracts or any other economic, financial or monetary loss whatsoever that may be suffered by the purchaser or for any other indirect or consequential loss whatsoever.

7) Invoicing

- A.) All invoice queries must be raised within thirty days of the invoice date in writing.
- B.) Signature by the customer on the company's job sheet will constitute a customer's full satisfaction with the work done materials and/or parts supplied.

8) Return of Goods or Equipment

- A.) The company at its discretion may agree to the return of goods by the customer provided the goods are returned to the company, at the customer's expense, in the same condition as the date of dispatch by the company. If the company agrees to accept the return of the goods then the customer will be required to pay to the company 20% of its invoice value.
- B.) Non-stock goods are supplied at the request of the customer and may be non-returnable or subject to a higher re stocking charge up to 100% of its invoice value. The customer makes no representation as to the quality or suitability for the purpose of the goods supplied. Where an order for a non-stock item is cancelled prior to delivery then the customer will be required to pay any cancellation charge levied by the manufacturer/supplier.
- C.) No goods will be accepted for re stocking unless the customer obtains from the company a returns number prior to returning the goods.

9) Title and Risk

- A.) The goods shall be at the risk of the customer as from the time when they are ready for delivery.
- B.) The property in the goods shall not pass to the customer but shall remain vested in us until all sums owing from the customer to us on whatsoever grounds shall have been paid, and until such time the customer shall hold the goods on trust for us. Such sums shall not be treated as paid until all cheques, / BACS bills or other instruments of payment given to us by the customer have been met or honoured in accordance with their terms.
- C.) The customer shall if so required store, mark or designate all goods referred to in sub clause.
- D.) Hereof so as clearly to show that they are our property.
- E.) If the customer shall default in the punctual payment of any sum due to us we shall be entitled forthwith to repossess any goods which remain our property and the customer shall for that purpose afford us access to and we shall be entitled to enter any premises in the occupation of the customer or to which he has access and where the goods may then be situate.
- F.) The customer shall not pledge or allow any lien or charge to arise over the goods or the documents of title thereto and shall not deal with them otherwise than in the ordinary course of the customer's business.
- G.) In the event of any sale or disposition of the goods by the customer the customer shall hold on trust for us:-
 - i.) If the goods have not been mixed with or incorporated in or attached to other goods or land or buildings, the whole of the proceeds of the sale or disposition.
 - ii.) If the goods have been mixed with or incorporated in other goods or have become attached to land or buildings, so much of the proceeds of sale as is equal to the price of the goods under this agreement.

10) Service & Maintenance

A.) Preventative Maintenance

- i.) On completion of visit we will submit a full report together with any relevant quotations.
- ii.) All parts fitted in respect of the preventative maintenance visit are chargeable to you unless otherwise stated.
- iii.) After the completion of the first preventative maintenance visit Caterware Limited reserve the right to remove from the asset register any equipment which in our opinion is unserviceable.
- iv.) In the interest of Health & Safety we reserve the right to render an item of equipment inoperative if we consider it to be in a dangerous condition and will expect this decision to be fully endorsed by the customer

B.) Warranty of Parts

- i.) Warranties on parts will only be the responsibility of the company and/or company's suppliers provided that such parts have been supplied by the company.
- ii.) Such warranties on parts will be 90 days.
- iii.) The goods have been used for the purpose for which they were originally designed.
- iv.) No unauthorised alterations to the design or usage have been implemented of the defect in the goods does not arise from any design defect in any drawing or specification provided by the purchaser.
- v.) In no circumstances whatsoever shall Caterware be liable to the purchaser whether for breach of contract in tort (including but not limited to negligence), breach of statutory duty, breach of warranty or otherwise loss of profit, loss of use, loss of business, loss of goodwill, loss of contracts or any other economic, financial or monetary loss whatsoever that may be suffered by the purchaser or for any other indirect or consequential loss whatsoever.

C.) Risk

- i.) The company shall not be responsible for failure as a result of any matter beyond their control to render any service or supply any materials nor shall they be responsible under any circumstances for consequential losses arising from the failure of this equipment, financial or otherwise.
- ii.) Please note specifically that any food loss resulting from failure of the equipment covered by this contract is the sole responsibility of the customer and the company, will in no circumstances, accept liability for such losses.

D.) Termination

Either party may terminate this agreement upon 3 months written notice given to the other party.

If the preventative maintenance visit has already been carried out prior to the notice of termination, Caterware Limited reserve the right to recoup the cost of such visits together with any outstanding charges for work carried out, before a final account is prepared.

11) Payments

- A.) Subject as herewith in after provided payment is strictly by the end of the month following the date of the invoice unless agreed otherwise in writing.
- B.) The company reserves the right to charge interest at the rate of 2% per month on overdue accounts.
- C.) The company reserves the right to withhold further supplies to the customer until payment of an overdue account has been received, and has the right to remove credit facilities if an account continues to be paid late.
- D.) Credit terms granted may be withdrawn by the company at any time without notice.

12) Force Majeure

The company will make every effort to carry out the contract in accordance with its terms but it shall not be liable for any failure on its part to perform all or part of the contract from any cause outside the company's control.

13) English Law

Every contract to which these conditions apply shall be construed and operate as an English contract and in accordance with English Law and all disputes shall be submitted to the jurisdiction of the English Courts

14) Guarantees

Under no circumstances to the Directors of Caterware Ltd – offer any Personal Guarantees on behalf of Caterware Ltd