



Fri Jado UK Ltd
Ashley House, Ashley Road, Uxbridge,
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Tel: 01895 272227 Fax: 01895 256360

1. **FRI JADO UK LTD** hereinafter referred to as the Supplier agrees to supply goods and the Purchaser hereinafter referred to as the Purchaser agrees to purchase goods subject to the terms and conditions hereunder.

2. **DELIVERY.** Whilst Supplier shall use its best endeavours to meet Purchasers requested delivery date, Purchaser shall agree to provide a minimum of 7 days' notice of any changes (10 days when specialist Heavy Lifting is required) and accept the earliest alternative date that Supplier can offer. Supplier and its manufacturers shall not be liable for any upset or consequential loss caused by its inability to meet requested delivery dates howsoever arising.

KERBSIDE DELIVERY: Supplier or its appointed agents shall deliver equipment or goods to kerbside or ground floor via level and suitable access with suitable points loading as applicable and one visit only is included in the price during regular working hours Mon-Friday excluding Public Holidays anywhere UK mainland. Off mainland - by quotation.

Where suitable access or points loading is not provided at the time of delivery Supplier shall be deemed to have fulfilled its obligations and shall not be liable for any upset or consequential loss caused by Purchasers inability to provide suitable access and points loading and return visits shall be fully chargeable.

DAMAGED GOODS shall be notified to Equip Line immediately as goods are received or with good reason within a maximum of 3 days from date of delivery including day of delivery. Where possible photographic evidence should be provided to support the allegation.

3. **INSTALLATION:** Supplier or its appointed agents shall connect to main services as applicable, provided suitable connection points for Water, Electricity, Gas, Drainage

and Extraction that shall meet current Code and the requirements of DW172, are located within one metre of the equipment as applicable to the equipment to be installed. Where such services do not exist at the time of delivery the equipment shall be delivered but not installed and the onus shall be on Purchaser to provide the correct facilities. Supplier shall not be liable for any upset and/or consequential losses caused by Purchasers inability to provide suitable services and Supplier shall be deemed to have fulfilled its obligations at the time of arrival in exactly the same way as if connection to suitable mains services had taken place.

On being notified by Purchaser that the correct facilities are available Supplier will arrange for installation to take place at the earliest convenient time but such additional work shall be chargeable be charged by Supplier to Purchaser, at rates in operation by Supplier and such amounts will be due for payment immediately on presentation of invoice including vat.

Installation, excluding most 13amp plug in equipment, is included in the price is one visit only to install/commission during regular working hours Mon-Friday Public Holidays UK mainland. Off mainland - by quotation.

4. **TITLE.** Notwithstanding delivery of the goods which are the subject of this order, property in such goods shall remain vested in the Supplier until payment in full there for has been received by the Supplier and the Purchaser shall not be entitled to part with possession charge or otherwise dispose of the goods until such time as payment in full has been made to the Supplier.

PAYMENT TERMS

a) Pro-Forma net price plus VAT shall be due prior to delivery of goods unless otherwise agreed in writing prior to delivery.

b) **DEPOSITS:** Any non-standard custom or non-stock equipment specifically manufactured or adapted for Purchaser shall be supplied on the basis of a 50%-100% non-refundable deposit with order, the balance becoming due on delivery. Should the order be cancelled for any reason whatsoever, the deposit will remain non-refundable and the full amount of the invoice may become due

b) **OVERSEAS SHIPMENTS:** Equipment

ordered for shipment out of the UK shall be paid for in full with cleared funds before being consigned to Purchasers agents for shipping and proof of shipping shall be required from Purchaser if destination is outside UK.

c) **CREDIT SALES:** Orders which are the subject of Credit Sale Agreements shall be governed by the terms and conditions of such Agreement and in the event of any conflict between the terms and conditions stated herein and the Credit Sale Agreement the latter shall in all cases take precedence of this document.

5. PRICE INCREASES & SPECIFICATIONS:

Prices and specification subject to change without notice. Price ruling at the time of delivery shall be that which is published in Suppliers current price list at time of delivery even if it has been altered since the order was signed or placed except where a formal supply contract for a specific period has been signed between Supplier & Purchaser which shall take precedence.

6. CANCELLATION.

a) Stock Items: Orders for stock items only are considered firm at time of acceptance and receipt by an authorised employee of the Supplier and if cancelled by the Purchaser within 7 days of the requested delivery date will be subject to a restocking charge of 25% of net sale price.

b) Non-Stock or Custom equipment: cancellation of non-standard or non-stock equipment is permissible within 7 days of date of order OR up to commencement of manufacture whichever is the sooner and shall be subject to a 100% cancellation charge.

7. WARRANTY – NEW EQUIPMENT:

Warranty shall be provided depending on individual Manufacturer's and shall be specified on each Order Acknowledgement except labour warranty shall be limited to mainland UK only

WARRANTY COMMENCEMENT: All warranty shall commence from date of invoice except by written agreement which shall in any case extend to a maximum of 15months from date of

invoice.

WARRANTY EXCLUSIONS:

Any fault howsoever caused by incorrect services or air flow requirements operator error damage accident mis- use failure to follow operating instructions failure to remove lime scale or clean as applicable or any failure of any mains services or breakage of glass items or failure of bulbs or suitability of specification of products used within the equipment.

Non-warranty Labour and Travel charges during the warranty shall be charged at the Suppliers current rates and Purchaser agrees that if Supplier or its agent attends site for a malfunction claimed to be Warranty and is not, Purchaser shall pay resulting costs.

Warranty on both parts and labour is conditional on the Purchaser expressly undertaking to carry out all cleaning and maintenance procedures in accordance with the operating manual provided with the machine.

Purchaser also expressly undertakes to use only those cleaning materials recommended and authorised by the Manufacturer and excludes damage, operator error, mis-use and glass or bulb breakages or failures, howsoever caused.

Supplier reserves the right to change Warranty periods when reconditioned or 'special offer' equipment is the subject of the sale.

WARRANTY SERVICE PROVIDER: Warranty service is provided by Supplier or its appointed agent only: any technical service work carried out or attempted to repair or work on the equipment by any other person or firm (except to clean the equipment as per operating instructions) except and unless by prior agreement shall nullify warranty.

WARRANTY RE-INSTATEMENT: where warranty terms are breached Purchaser may be offered the choice of re-instatement of the unexpired portion according to the condition of the equipment provided Purchaser agrees to pay the amount quoted for the cost of the repairs.

8) STAFF TRAINING: Purchaser is required to accept **Staff Training** on applicable products within a maximum 4 weeks of delivery date.

9. SITE & OPERATIONAL CONDITIONS.

a) Purchaser shall undertake to ensure the equipment is given adequate protection at all times during the warranty period and that the equipment is cleaned and maintained in accordance with Manufacturer's instructions.

b) Where Alto-Shaam Cook & Hold equipment is supplied Purchaser shall be aware that the equipment is not designed to operate in adverse conditions where the ambient temperature drops below 18c or exceeds 35c and that operating outside these temperatures shall nullify warranty.

c) If Ice making or Refrigerated equipment has specific requirements ie air cooled units require a free flow of air underneath the equipment and around the air intake vents. Where ambient temperatures around the equipment rise to 35c or above, water cooling is recommended or special provision must be made to enable air cooled equipment to work efficiently and the onus shall at all times be on Purchaser to take whatever steps may be necessary to provide suitable environment.

d) Any output capacities quoted by either the equipment Manufacturer or Supplier are only estimates which can vary according to individual site operating conditions, and Manufacturer and Supplier shall not be responsible for variations in production capacities.

10. REPRESENTATIONS.

The Purchaser certifies that by placing this order it does so without any reliance upon any terms, conditions and representations save as expressly contained in the terms of the order and as shown on Supplier's Tariff and manufacturers literature and any other variations in writing from Supplier signed by a Director relating to the equipment which the Purchaser acknowledges he has seen.

11. CONSEQUENTIAL LOSS.

Manufacturer and Supplier or their servants or agents shall not be liable for

any claims for personal injuries, loss of product, damage or consequential loss of any nature howsoever caused.

12. This order and all these terms and conditions shall be governed by and construed in accordance with the laws of England and any legal action or proceedings with respect to the exclusive jurisdiction of the Courts of England provided always that Supplier may bring any legal action or proceedings or pursue any other remedy available to it against Purchaser or its assets in the Courts of England or any other country or place as the Supplier may in its discretion elect. By agreeing to purchase the goods Purchaser hereby irrevocably accepts for itself and in respect of its assets generally and unconditionally the non-exclusive jurisdiction of the said courts.

