

TERMS AND CONDITIONS OF SALE

1. General

All orders are accepted subject to these Conditions of Sale which cannot be altered except in writing by us. 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.

We 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 our total costs at the date of quotation. If these costs should vary between time of ordering and delivery, our 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

On contract work, we reserve the right, in accordance with trade custom, to require payment by instalment as the work progresses based on the total contract price. We will despatch goods to customers who do not have an account with us only when we have 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 we may allow in writing. Failing timeous payment we shall be entitled at our option to rescind the contract and repossess the goods or to take such other steps as we 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 our control. We 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, we reserve the right to charge expenses 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 Property

The property in the goods shall not pass to the customer unless and until the full purchase price has been paid to us together with any sums owing to us; and the customer expressly agrees:

- not to resell, hire, lend, gift, pledge or otherwise dispose of the goods until the full purchase price has been paid; and
- until the full price is paid, to store the goods in such a way that they are clearly identifiable as our property; and
- until the full price is paid, to act as our agent in respect of the goods.

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:

- EX WORKS - as soon as the goods are loaded on to the transport for transit to the customer.
- BY US TO A SPECIFIED PLACE - the place or destination specified; providing that we shall not be liable for damage caused during unloading.
- WHERE TENDER INCLUDES INSTALLATION OR OTHER WORK - the site specified for installation or other works; providing that we 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:

- that the customer notifies us within three days of receipt of any damages or shortages; and
- that delivery notes have been clearly marked as damaged; and
- that damaged goods are returned to us within 14 days, clearly marked "free for repairs"; and
- that in the case of damaged goods, an advice note is sent to us 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 us 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 us 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, we reserve the right to hold the customer liable to pay 20% of the trade price as liquidated damages to cover our administrative and other costs.

If a customer cancels an order for an item of equipment which has been made or purchased to their specific requirements, said customer will be liable (*in addition to the paragraph above*) to bear the additional cost of converting the equipment to standard specification.

Where the item(s) cannot be converted, the customer will be liable for the cost of manufacture up to the time of cancellation as well as the liabilities outlined in the paragraph above.

12. Replacement

This section applies only to equipment of our own manufacture which bears our nameplate and/or trademark. We undertake to replace, free of charge or 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 date of installation*) providing that it has been used under normal conditions.

This guarantee covers breakdowns experienced during normal working conditions inclusive of fair wear and tear. However, equipment failure as a result of neglect and/or misuse and failure to maintain the equipment as directed in the product instruction manuals will not be covered by the guarantee. A copy of our warranty policy is available upon request.

Equipment which is the subject of a guarantee claim should be returned to us for inspection. We regret that we 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 Falcon components have been used.

We undertake to replace free of charge or to rectify any part which is found to be faulty in material or workmanship within six calendar months from the date of despatch from our works or 3 months from the date of installation whichever is the shorter providing that it has been used under normal conditions. This guarantee excludes breakdowns from fair wear and tear, misuse or damage and faulty installation by other contractors.

Where parts or equipment is not of our manufacture, our liability is confined to the guarantee given to us by the maker. We 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

We 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; providing that this condition shall not apply to:

- any liability arising as aforesaid for death or personal injury;
- any liability in respect of any breach of Sections 12 - 15 of the Sale of Goods Act;
- 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. Small Consignments

The carriage paid for small consignments with a nett invoice value of less than £250.00 will be charged at cost.

16. WEEE Directive Compliance

Falcon Foodservice Equipment is a member of the REPIC WEEE compliance scheme (**Reg. Number WEE/DC0059TT**).

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

Falcon 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 Falcon. 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.