



## **Cars Refrigeration Ltd**

### **TERMS & CONDITIONS OF SALE**

#### **1 DEFINITIONS**

"Buyer" means the person whose order for goods is accepted by the Seller;

"Conditions" means the standard conditions of sale set out herein and (unless the context otherwise requires) includes any special conditions agreed in writing between the Buyer and the Seller.

"Seller" Cars Refrigeration Ltd of registered office address Units 11c & 11d Longbridge Hayes Road, Queensway Industrial Estate Stoke on Trent ST6 4DS registered in England as a company under registration number 3075016

"Contract" means the contract on these terms and conditions for the sale by the Seller to the Buyer of the Goods.

"Manufacturer" means the original Supplier of the Goods to the Seller.

"Goods" means all or any of the goods which from time to time the Seller offers for sale and which form the subject matter of the Contract (including without limitation the Refrigerants).

"Refrigerants" which may include CO2 as are used in the Goods from time to time.

"Restricted products" means the Goods or components which may include Refrigerants offered for sale by the Seller, these may be subject to regulatory controls on their sale, use handling or storage to the Buyer

"Unit" means the aggregate of chassis assembly and parts which when assembled will form a Unit of Goods.

"Special order" means the goods supplied by the Seller to the Buyer at the Buyers request that are not ordinarily held in stock by the Seller in its ordinary course of business.

#### **2 FORMATION OF CONTRACT**

The contract of sale of goods from the Seller to the Buyer shall be concluded by the issue of an invoice or delivery note by the Seller and acceptance of the delivery of goods by the Buyer, any representative of the Buyer shall be deemed to have authority to contract in such items.

#### **3 PAYMENT TERMS**

The Seller's payment terms; full payment is due in cleared funds without any deduction (30) days net monthly from date of Invoice for approved credit customers i.e. the Buyer, otherwise cash or approved payment before release of goods to the Buyer is required.

3.2 Time for payment is of the essence of the Contract. If the Buyer fails to pay the Seller all outstanding sums in full by the due date of payment, then the Seller may (without prejudice to any other rights) action the following;

3.3 Suspend further deliveries of goods to the Buyer until the payment has been made and/or

3.4 Cancel the Contract in question

3.5 If the Buyer has an amount overdue to the Seller for the purchase of Goods, the Seller may require at any time payment for all goods supplied immediately and interest may be applied as allowed by the Late payment of Commercial debts (Interest Act 1998) which is chargeable from the date of invoice and the Seller may recover the goods as set out under Title and Risk below.

3.6 The Seller may pass the overdue balance to a third party for collection of monies due if they feel the balance is or will become difficult to recover.

3.7 We require payment to the above terms. Payment must be made on time, in full, and without any deduction, set off or counterclaim. In the event that an account is outstanding, we will refer the matter to our debt collection agents, Daniels Silverman Limited, which will incur costs of 15% + vat. Any costs incurred to collect the debt will be added to the debt, plus VAT at the prevailing rate. You agree that you will be legally liable to pay us that surcharge, and that payment of the same can be enforced against you in court. You also agree to pay interest at the relevant reference rate provided for under the Late Payment of Commercial Debts (Interest) Act 1998 and

subsequent amendments, which interest is payable both after and before any judgment of the court and continues to accrue.”

#### **4 TITLE AND RISK**

Ownership of the goods remains with the Seller and will not pass to the Buyer until one of the following events occurs:

4.1 The Seller has received the full balance against the Goods and no other amounts are owed to the Seller in respect of all Goods supplied by the Seller.

4.2 Where the Goods are attached to or incorporated in other goods, or have been altered by the Buyer then ownership of the Goods shall not be passed to the Buyer by virtue of the attachment incorporation or alteration if the goods remain identifiable and when attached or incorporated in other goods can be detached or removed from the item.

4.3 If the Buyer sells the goods, the Seller may by written demand at its discretion, require the Buyer to assign to the Seller the Buyers rights to recover the price from (its) Buyer.

4.4 The Seller until such time as title in the Goods passes to the Buyer (and provided the goods are still in existence and have not been resold) the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller. If the Buyer fails to do so, the Seller is entitled forthwith to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

#### **5 GUARANTEE AND WARRANTY**

The guarantee period will be 12 months from the date of invoice for the Goods in question where the Manufacturers and/or other recommended installation and maintenance procedures have been correctly followed. The Seller warrants that any goods sold by the Seller are not satisfactory quality or do not comply with there specification within one year from the date of invoice the Buyer will be reimbursed by way of a credit note in respect of any replacement ordered provided always that;

5.1 Where a part of a Unit is found to be defective/faulty, the warranty applies to that part only and not the entire Unit.

5.2 During such period the Seller shall remedy any defects in the goods arising out of defective materials and/or workmanship provided that the Buyer on discovering a defect shall give immediate notice verbally and in writing of such defects to the Seller. Immediately after giving such notice, the Buyer must return the defective Goods (or any part thereof) to the Seller at the Buyer's risk and Expense.

5.3 The Seller shall repair or replace the goods within a reasonable period or at the option of the Seller the invoiced price of such goods shall be refunded by way of a credit note to the Buyer thereby discharging the Seller from any further liability for any consequential or other damages except that after repair or replacement the goods shall be guaranteed for the remainder of the original warranty period only.

5.4 The Seller shall not be liable if the defects result from misapplication, misuse or other fault of the Buyer in relation to the storage, handling, application or use of such goods (without prejudice to any term implied by law).

5.5 The Seller reserves the right to make site visits in order to inspect installations of Goods supplied in the case of a warranty claim.

5.6 All Goods returned under warranty must have gas or liquid connections sealed to prevent ingress of any foreign body or moisture.

5.7 The Seller shall endeavour to supply products suitable for the Buyers requirements but shall not be under any liability for failure of a product where no, incomplete or incorrect technical or other information as to its application or usage has been supplied.

5.8 If the goods are covered by a supplier's or manufacturers guarantee the terms of such guarantee shall be deemed to be accepted by the Buyer in substitution for the foregoing guarantee. The Buyer shall be responsible for ascertaining which guarantee provisions apply.

5.9 These warranties and guarantees shall not apply if the Purchaser is in breach of these terms and conditions including the obligation to make payment.

#### **6 WARRANTY CONTINUED**

6 Nothing in these conditions limits the Company's liability for personal injury or death arising from the negligence of the Seller, its representatives or employees.

6.1 The Seller shall not be responsible for any labour or further expenditure incurred by the Buyer in replacing items under warranty when relating to faulty or defective Goods supplied.

6.2 The Seller will not accept any warranty liability where the Goods fail to meet the specifications if that failure results from the use of the Goods in conjunction or in combination with other products not sold by the Seller.

6.3 No warranty shall apply in respect of Goods which have not been paid for in full.

6.4 The Seller reserves the right to scrap Goods which have been refused warranty where the Buyer has been notified in writing within (14) days from the date of the letter.

6.5 In the circumstances where the Buyer makes a claim under Sellers warranty procedure, if the Goods are not defective or do not qualify for the warranty the Buyer shall be liable to pay the Seller such amount as represents the costs incurred by the Seller in dealing with the Buyers claim within 30 days of receipt of the Seller request for such payment.

6.6 The Seller cannot and does not guarantee or warrant that any Refrigerant supplied is suitable for any use or process for which the Buyer intends to use it.

6.7 Removal of the warranty number or serial number label from a compressor automatically invalidates the warranty. Removal of serial numbers and manufacturers data plates may also invalidate warranty.

6.8 It is the Buyers responsibility to return unwanted or unsatisfactory goods; the Seller will offer a collection service at cost to the Buyer. The Sellers will not accept responsibility of carriage charges of returned goods.

6.9 Payment of goods are payable by the due date of invoice as agreed in the credit terms unless otherwise agreed by the seller. The seller will reimburse the buyer if goods returned under warranty are faulty/defective by way of credit note to their account.

Please ensure all warranty returns are accompanied by a warranty goods return form.

## **7 RETURNED GOODS**

If the Buyer wishes to return non-defective unused goods supplied by the Seller back to the Seller, the Seller may at its discretion accept such goods and credit the Buyer with the price paid by the Buyer for the goods less a restocking charge provided that the goods are returned in a new condition suitable for resale.

## **8 CANCELLATION**

The Buyer is not permitted to cancel this contract except if the Seller commits a material breach of its obligations under the contract or with the written consent of the Seller.

## **9 DELIVERY**

The place and date of delivery shall be agreed between the Seller and the Buyer.

In the case of damage in transit, notice of damage or breakage must be sent in writing by the Buyer to the Seller Within twenty four hours of receipt accompanied by photographic evidence of the damage.

Goods must be signed for as damaged on upon delivery by the Buyer to make a claim.

The Seller will apply a carriage charge which we will agree with the Buyer at the point of Sale.

If the Buyer requires a delivery which is not standard, such as timed or weekend deliveries further Charges as set out by the courier will apply.

The Seller shall have the right to dispatch any portion of the Goods covered by the Contract and to invoice the Buyer for such portion as dispatched on these terms and condition of sale unless agreed otherwise in writing.

Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these terms or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

## **10 INSOLVENCY**

If the Buyer a company has a petition presented for its winding up or passes a resolution for voluntary winding-up (other than for the purpose of a bona fide amalgamation or reconstruction);

10.1 Or enters into a voluntary arrangement with its creditors;

10.2 Or becomes subject to an administration order;

10.3 Or has a receiver appointed of all or any of its assets;

Or being an individual or firm;  
10.4 becomes bankrupt or insolvent; or  
10.5 enters into a voluntary agreement with creditor

Then the Seller shall be entitled to treat the contract as being at an end or suspend any further deliveries under the contract. If the goods have been delivered but not paid for, the price shall become due immediately regardless of any previous arrangement to the contrary.

**11 SUITABILITY OF GOODS**

It is entirely the responsibility of the Buyer to ensure that the kind/class of goods purchased are suitable for its purpose. The Seller shall not be liable for any loss or damage however arising from any advice statements or representations of the Seller, its employees or agents.

**12 COMPLIANCE WITH INSTRUCTIONS AND SAFETY**

The Buyer must ensure all Goods are installed, maintained and used strictly in accordance with appropriate instructions and recommendations by the Seller and/or the Manufacturer both for the safety of users and third parties.

**13 FORCE MAJEURE**

The performance of the contract is subject to variation or cancellation by the Seller of loss or damage resulting from the failure to supply any of the goods owing to any circumstances beyond the Sellers control such as; Any Act of God, war, strikes, governmental regulations or orders, national emergencies, lockouts, fire, flood, drought, tempest, or any other cause (whether or not of a like nature) or owing to inability by the Seller to produce materials or articles required for the performance of the Contract and the Seller shall not be held responsible for any inability to deliver or delay in delivery caused by any such contingency.

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**I/We agree to these terms and conditions of Sale**

Director/Shareholder Name.....  
Director/Shareholder Signature.....  
Date.....