

ZIEGRA ICE MACHINES (UK) LTD

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Terms & Conditions

Art. 1. General

- 1) These Conditions form part of any contract concluded with the Purchaser, unless specifically modified by our quotation or confirmation of order.
- 2) The Purchaser shall be bound to a contract when the order has been given verbally, by telephone, by email or in writing, until any refusal of such order on our part.
- 3) Illustrations, catalogues, drawings, weights and measurements supplied by us are subject to change without notice.

Art. 2. Payment

- 1) Net 30 days from the date of the Invoice, unless otherwise stated.
- 2) We reserve the right to charge interest on outstanding accounts at the rate of 2% for each whole month or part thereof.
- 3) No dispute regarding invoices shall be accepted for investigation unless presented to us, in writing within fourteen days from date of invoice or as otherwise agreed by both parties.

Art. 3. Passing of Title.

- 1) Risk of damage to or loss of the goods shall pass to the Purchaser at the time of delivery or off load from the delivery vehicle.
- 2) If the Purchaser fails to take delivery of the goods at the agreed time, a new date will be agreed and the cost of such delivery will be charged to the purchaser.
- 3) Title in the goods shall not pass to the Purchaser until we have received cleared funds payment, in full of the price of the goods and all other goods and services agreed to be sold by us to the Purchaser, for which payment is then due.
- 4) Until such time as the title in the goods passes to the Purchaser, we shall be entitled at any time to require the Purchaser to deliver the goods to us and if the Purchaser fails to do so forthwith, to enter upon any premises of the Purchaser or any third party, where the goods are stored and repossess the goods.
- 5) If pursuant to this Article we regain possession of the goods, we shall be entitled to re-sell the goods but this shall only effect a repudiation of the contract at our option and in particular shall not prejudice our right to payment of damages, loss of profit and interest.
- 6) The provisions of this Article are without prejudice to any of our rights under UK law.

Art.4. Guarantee

- 1) We shall guarantee the goods supplied for the period specified from the date of delivery, unless otherwise stated.
- 2) We undertake to repair or to replace any parts that have been returned to us. Carriage/freight paid in the case of parts only obligations or on site in the case of parts and labour warranty for new ice machines provided they have been recognised by us to be defective.
If the fitting of the part concerned has been carried out contrary to instructions given by us or if repairs have been carried out or alterations made to the relevant part by the Purchaser or third parties without our consultation, our obligations will become void.
- 3) Warranty will be void if;
a) The goods are installed incorrectly by third parties.
b) Our service and maintenance recommendations are not adhered to.
c) There has been inappropriate use or negligence.
d) There has been accidental or deliberate damage.
- 4) Parts replaced under warranty shall be guaranteed only until the expiry of the original guarantee period.
- 5) We shall not be bound to any guarantee – in any form whatsoever – if the Purchaser does not meet, or fails to meet properly and in good time any of the obligations which might arise for him out of this contract or from any other agreement connected therewith.
- 6) The alleged non-fulfilment of our guarantee obligations shall not release the Purchaser from the obligations which might arise for him out of this or any other contract concluded with us.

Art. 5. Liability

- 1) The compliance with the terms of guarantee laid down in Article 5 hereof shall constitute sole and full indemnification and shall rule out any other claim for damage, unless the Purchaser proves that the damage is due to gross misconduct or negligence on our part. In such cases our liability shall never imply any consequential losses or damages. In this respect only those qualified persons acting in accordance with our explicit instructions shall be recognised by us.
- 2) The Purchaser shall be obliged to safeguard us and to indemnify us against all costs, damages and interests which might arise for us as a direct or indirect consequence of claims made by third parties in respect of incidents, acts or omissions for which we shall not be liable in accordance with the immediately preceding paragraph.
- 3) We shall never be liable for refrigerant losses.

Art. 6. English Law

- 4) All contracts shall be governed by English Law.