

TERMS & CONDITIONS

In these conditions the seller means Equipment Bazaar Ltd. The Buyer is any person or persons acting on their own behalf or for a Firm or Company who enters into a contract whether written or verbal. All orders accepted by the Seller will be subject to these Terms and Conditions of Sale.

PRICES

While every attempt will be made to adhere to our published prices we reserve the right to alter or amend prices without prior notification. Prices quoted are exclusive of Value Added Tax.

CANCELLATION

The Seller will only accept cancellations as follows:

- a) If the Buyer cancels after goods have left our warehouse a charge of 20% of invoice value will be levied.
- b) If the goods have been unpacked by the Buyer or his Agent then the goods will be deemed unreturnable and the order cannot be cancelled.
- c) An additional charge of £55+vat per item will be levied if the Seller is required to collect packaged goods from cancelled orders.
- d) Special equipment ordered by the Buyer will be subject to special conditions. Please contact our sales office for further details. Cancellation will not be accepted on special orders.

DELIVERY

All standard equipment deliveries over £250 are free of charge (N.I.). The Seller will at all times attempt to meet the Buyer's delivery requirements, however, the Seller will not accept any liability for losses whatsoever (including food losses) sustained by the Buyer in the event of late delivery by the Seller or his Agents. Delivery dates are given as guide dates only and are under no contractual agreement.

OWNERSHIP AND RISK

From the time of delivery to the Buyer or to the assigned point of delivery, the equipment shall be at the Buyer's risk. Beneficial ownership of the equipment shall not pass to the Buyer until payment in full has been received by the Seller. The Buyer shall take the appropriate steps to notify any third party of the Seller's interest in the equipment and in the event of a threatened seizure of the equipment or of the appointment of a receiver or liquidator or administrator, shall immediately notify the Seller and the Seller shall be entitled to repossess the equipment upon which the Seller retains Title from the Buyer's premises or location.

PAYMENT

Invoices shall be paid with order or if agreed beforehand within 30 days of the date of the invoice and the Seller may charge daily interest at the rate of 4% per annum above the base Lending Rate of Yorkshire Bank plc on all overdue accounts.

Should the Buyer default in paying the account the Seller shall not release any equipment which has been ordered until the account together with any interest charges has been paid. The Seller reserves the right to cancel any credit facilities previously allowed.

Equipment ordered by the Buyer unless otherwise agreed will be held for 14 days from receipt of order and then invoiced. If after 30 days from date of invoice the equipment has not been collected or the account paid interest as stated above will be levied and a storage charge made.

DAMAGE

It is the Buyer's responsibility to inspect the equipment at the time of taking delivery. Should equipment arrive damaged the delivery note should be endorsed accordingly and the Seller notified in writing within 24 hours. Claims for damage will not be entertained on a clean signature or if signed unexamined.

WARRANTY

The Warranty cover will depend on the appliance sold. Some will be covered by the manufacturer's warranty and some by the Seller. This will be made clear at the time of purchase. Any loss or damage to consumables caused by a failure of the equipment is to be the responsibility of the Buyer and should be covered by the Buyer's insurance.

EQUIPMENT LOAN: The Seller does not loan equipment

FORCE MAJEURE

The Seller shall not be liable in respect of any breach of contract due to any cause beyond his reasonable control including Act of God, inclement weather, flood, lightning or fire, industrial action or lockouts, the act or omission of Government, highways authorities, other competent authority, war, military operations or riot, or the act or omissions of any party for whom the Seller is not responsible.

THE BUYER'S ATTENTION IS DRAWN TO THE FOLLOWING CONDITIONS:

The Seller shall not be liable to the Buyer by reasons of any representation or any implied warranty, condition or other term or any duty at law or under the express terms of this Contract for any indirect or consequential Damage (whether for loss or profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (whether caused by the negligence of the Seller's, its employees, or subcontractors) which arise out of or in connection with the Contract.