### **Terms & Conditions Of Sale**

Nutech Catering & Refrigeration is a supplier of commercial equipment and services to commercial customers and as such every sale is considered a business to business contract. If you are not a commercial customer, please note that you will not be covered by the Distance Selling Regulations (DSR's).

#### 1.Goods being Sold

- 1.1 Special offers are subject to stock availability and are subject to change without prior notice.
- 1.2 All product images are for illustrative purposes and though we always aim to ensure they are accurate; the design may differ from the final delivered product.
- 1.3 Goods ordered in a specific colour, pattern or design are sold subject to stock availability. Nutech Catering & Refrigeration reserves the right to substitute goods with newer items or items of comparable or better quality, alternative colour, pattern or design with Customer approval.
- 1.4 Where not specified, a price for equipment installation can be quoted subject to product and customer location.

## 2. Pricing and Payment

- 2.1 All prices listed are subject to the addition of VAT at the standard applicable rate.
- 2.2 Prices are correct at the time of listing and may be subject to change without prior notice.
- 2.3 Occasionally an error may cause product price/description to be incorrect, in which case Nutech Catering & Refrigeration shall be under no obligation to honour the incorrect price.
- 2.4 Nutech Catering & Refrigeration 'Price Match' applies to any genuine lower published price for a like-for-like product in stock and offered on the same terms within the UK. The product price will not be matched if the like-for-like item includes 'hidden extras' such as delivery charges. 'Like-for-like' means a product should match brand, model and/or specification. Quotation of a 'Price Match' offer does not include eBay, second hand or B-grade catering equipment and associated supplies. Please note: The customer will be required to provide evidence of this quotation.
- 2.5 All orders placed with Nutech Catering & Refrigeration may be subject to further credit or security checks.
- 2.6 All leasing deals are subject to approval by the leasing company. All leasing figures quoted on the website and marketing material are approximate and are subject to confirmation by the leasing company.

## 3. Delivery

- 3.1 Delivery is generally restricted to the United Kingdom though orders outside the UK can be fulfilled upon special request.
- 3.2 All orders under £50.00 will incur a £9.50 carriage charge, unless explicitly specified or for delivery to islands, highlands and remote areas (see 3.3).
- 3.3 Orders for islands, highlands, Northern Ireland and remote areas will be subject to additional carriage charges and extended delivery lead times. For delivery to these areas, please contact us for a quote prior to ordering. Alternatively, we will contact you after a web order is placed.
- 3.4 'Next Working Day Delivery' is only available on orders placed before 12:00pm (midday) and Nutech Catering & Refrigeration cannot guarantee items will be delivered 'the next working day' after this time. 'Working Day' refers to Monday to Friday excluding public holidays.
- 3.5 Overnight deliveries, weekend (Sat-Sun) and special delivery services are available on most products, with prices available upon application.

- 3.6 Expected delivery time frames are shown on product pages but may be subject to change due to stock availability or if any additional security checks are necessary.
- 3.7 The Customer is responsible for ensuring that all items will fit onto or within the premises. You (the Customer) are advised to check all entry door dimensions to ensure the product will fit onto or within the site. Any charges caused by an aborted delivery due to this will be passed onto the Customer.
- 3.8 Delivery as standard is a kerb side delivery to a ground floor site. In most cases this will be between the hours of 7.30am and 6.30pm but the courier may call you outside of these hours. This does NOT include unpacking and positioning which must be done by the customer. Please note: In this instance drivers will be unable to assist with the unpacking process due to liability insurance regulation.
- 3.9 Where applicable or available, an Unpack and Position service can be purchased as per the individual courier rate. This optional service is available at the discretion of the courier service and/or manufacturer shipping service and will incur further charges to you (the Customer) and must be purchased at the point of order.
- 3.10 Where applicable or available, an engineer fitting installation service can be purchased prior to delivery. This optional service is available at our discretion and is subject to location and time limitations. Please note: This service may be undertaken by third party engineers on behalf of Nutech Catering & Refrigeration. In the instance that you (the Customer) opts for installation, larger machines, our engineers will require positioning and/or unpacking assistance which must be provided at site by you (the Customer).
- 3.11 Any refused delivery charges either directly from Nutech Catering & Refrigeration or third-party suppliers will be passed onto the Customer where appropriate.

# 4. Warranties and Returns

- 4.1 All warranties provided with equipment are operated and controlled by the manufacturer or master UK distributor, not Nutech Catering & Refrigeration Responsibility for these warranties is held with the manufacturer or master UK distributor, and is only applicable to mainland UK. Please note that certain perishable items will not be covered under warranty such as bulbs, door seals and elements. If you are unsure at any point what is covered and what is not covered by warranty, please contact our sales office on 01977 687 665 (this does not affect your statutory rights).
- 4.2 Any products incorrectly ordered by the customer or goods that a Customer wishes to return/cancel will incur an industry standard restocking/cancellation charge. This constitutes a minimum of 5% of the original order value to cover card handling costs and all associated administration costs, however, this figure could be higher subject to the status of the order and the goods themselves. Goods can only be returned if unused and in the original packaging. If any goods are received in error this must be reported to us within 48 hours to allow us to deal with this effectively. Any issues reported after this time will not be able to be corrected and may be liable for extra charges.

Nutech Catering & Refrigeration are suppliers of commercial equipment and services to commercial customers and all sales are considered a business to business contract. Therefore, we are not obligated to offer refunds or accept returns even if items are unused. If we chose to do so this will be at the discretion of Nutech Catering & Refrigeration. In this instance we will apply and charge a restock fee that we deem reasonable.

- 4.3 Notification of any goods that need to be returned or any damages must be reported within the first 24 hours after delivery. Damaged items that were not signed for as damaged will not be eligible for return. Please check all deliveries thoroughly before signing for them to make sure all products are satisfactory before accepting delivery.
- 4.4 Any special-order items cannot be cancelled or returned once an order is placed. All stainless-steel fabricated items are made to order and are therefore non-returnable.
- 4.5 All items carry a minimum of one-year parts only warranty unless otherwise stated, this warranty where applicable is the manufacturer's warranty.

4.6 All commercial gas appliances must be installed by a qualified Gas Safe registered engineer. Failure to do so will void product warranty.

#### 5. Termination

- 5.1 Nutech Catering & Refrigeration reserves the right to cancel or suspend any order where payment has not been received or in which payment has failed subject to credit checks or otherwise.
- 5.2 Nutech Catering & Refrigeration reserves the right to suspend or terminate performance of this Agreement where delivery or supply of the Goods and/or performance of this Agreement is affect by reasons out of Nutech Catering & Refrigeration's reasonable control such as force majeure, act of God, adverse weather and government intervention, sanction or legislation.
- 5.3 Nutech Catering & Refrigeration reserves the right to cancel any Order where it is reasonably suspected that the Customer is not legally permitted to purchase any Goods specified in the Order (such as solvents).
- 5.4 Nutech Catering & Refrigeration reserves the right, by notice to the Customers, to cancel or suspend any Order where payment has not been received in accordance with Clause 2 of this Agreement.

## 6. Liability

- 6.1 Nutech Catering & Refrigeration cannot be held responsible for any costs/damage or loss of earnings due to any equipment being supplied faulty/damaged/developing a fault or deliveries failing/being delayed.
- 6.2 It is the responsibility of the Customer to be aware of all current legislation regarding coffee making equipment and its application/installation, Nutech Catering & Refrigeration cannot be held responsible for any issues/costs that arise from non-awareness. If there is anything you are unsure of or require clarifying, please contact the Nutech Catering & Refrigeration sales office on 01159 204 444

# 7. WEEE Directive

7.1 As a distributor of commercial catering equipment, we are committed to the protection of the environment and the implementation of the WEEE directive. The most practical way to carry out this system is to offer our customers a collection and disposal service at the end of the equipment's life cycle. Due to the nature of this system, extra charges will be incurred if you (the Customer) choose to opt for this service.