

1. GENERAL

- (a) All goods sold by Fast Food Systems Ltd. (hereinafter called the Company) are sold subject to these Terms and Conditions.
- (b) In the case of special orders, additional terms and conditions may apply and these will be communicated at quotation stage by the Company.
- (c) Unless otherwise expressly agreed in writing by a director of the Company, any addition, deletion from, or qualification of these Conditions shall be unenforceable.

2. QUOTATIONS AND PRICES

All quotations of price (whether written or oral) are subject to withdrawal or amendment by the Company at any time prior to receipt by the Company of any acceptance and thereafter are subject to correction of errors at any time. If the Company has not received acceptance within 30 days of the date of the quotation, the quotation shall be deemed to have lapsed.

The prices quoted by the Company are subject to stock availability and whilst every endeavour will be made to supply at quoted prices, the Company reserves the right to revise prices without prior notice. In particular should any increase occur in the cost of labour, materials, transport and all or any direct costs between the date of quotation and despatch of the goods, the Company reserves the right to adjust the contract price accordingly.

The minimum order value is £50.00 excluding vat. Orders of this nature will attract a charge of £5.00.

3. LEAD TIMES

Availability and delivery (where applicable) is stated at quotation stage. However, stock availability is subject to variation and lead times should be checked at the time of placing the order.

4. PAYMENT

Payment for all goods shall be made at the time of order unless credit terms have been arranged.

Cheques and postal orders should be made payable to the Company and crossed and Co, notes and cash sent by post must be registered. The company cannot accept responsibility for lost remittance. A charge of £25 will be made in the event of a payment cheque being dishonoured.

The Company reserves the right to charge the customer for all costs of recovery relating to overdue accounts and:

- i. to charge interest on the outstanding amount at the rate of 5% per annum above the Bank of England Base Lending Rate accruing daily
- ii. to cancel or suspend delivery of any goods ordered by the Customer which have not been delivered without incurring any liability to the Customer

5. DATA PROTECTION ACT 1998

The Company reserves the right to consult whomsoever it considers appropriate for the purposes of Trade References and will record information in respect of such opinions which will be made available to other businesses for the continuing assessment of Credit risk.

6. DELIVERY

The Company will endeavour to deliver the goods without delay and to comply with reasonable delivery instructions however, any specified time of delivery shall not be of the essence of the contract and the Company shall not be liable for late delivery howsoever caused, nor shall such failure to deliver be deemed to be a breach of the contract.

Goods to the value of £1,800.00 or above, excluding VAT, will be despatched in Mainland UK free of carriage charges on a two - three day delivery service. These deliveries will be sent on a standard two-three day courier service between the hours of 8am - 5pm Monday - Friday.

Next day delivery, Saturday delivery and timed delivery slots will incur a surcharge and the price for these services can be advised on request.

Goods to be delivered in Northern Ireland, Isle of Wight, Channel Islands, Isle of Man and the Scottish Isles attract carriage charges. Unless otherwise instructed, carriage to those destination will be added to the invoice automatically.

Goods to be delivered outside of the United Kingdom are normally dispatched on an 'ex-works' basis and therefore the Company will not be responsible for loss or damage to goods whilst in transit. Special instruction delivery i.e. Red Star, Air Freight etc. will attract carriage charges.

Delivery within inner London during 7am and 6.30 pm will be subject to an addition charge of £11.50 (congestion charge).

7. RETURNS

The Company does not operate a returns policy unless the goods are defective.

In circumstances where the Company agrees to accept return of goods, a charge of 25% of the invoice value will be made.

8. RESERVATION OF TITLE

Notwithstanding delivery and the passing of risk, the property in all the goods delivered by the Company to the Customer shall remain vested in the Company until unconditional payment in full is received and cleared through the Company's bank account not only for the goods but also for goods and/or services comprised in any other contract between the Company and the customer which have been delivered and/or performed but remain unpaid.

Until payment due for goods has been received in full by the Company:

- i. the Customer shall hold the goods upon trust for the Company
- ii. the Customer shall at all times keep the goods comprehensively insured against normal perils and damage
- iii. the Customer shall permit any officer, employee, or representative of the Company to enter onto the Customer's premises or other site where the goods are located and to repossess the goods

9. CLAIMS

No claim shall be entertained by the Company unless made in writing. Claims arising from damage or partial loss in transit must reach the Company within 48 hours from the date of delivery. Claims for non-delivery must reach the Company within 3 days from the date of despatch. All other claims must reach the Company within 7 days. Damaged goods must be retained for inspection/collection.

10. FORCE MAJEURE

Whilst every effort will be made to fulfil your order within the period indicated by the Company, the Company will accept no responsibility for failures, variations and delays attributable to causes beyond its control.

11. PROPER LAW

These conditions and all quotations, offers and acceptances shall be governed by and construed according to English Law.

Guaranties and Warranties**UNITED KINGDOM**

Except where otherwise specified all products are subject to 12 months' parts and labour warranty. Goods found defective will be repaired, credited or replaced without charge according to the terms of the Company's standard warranty, provided written notice is given within the guarantee period. In no case will the company be liable for repairs made without its knowledge or sanction, or for indirect damage, or any consequential loss or expense incurred by purchasers.

Fast Food Systems Ltd. warrants to the original purchaser that the equipment supplied is free from defective materials or workmanship for a period of 12 (twelve) months.

In respect of goods under the value of £1,000.00, to affect warranty the goods must be returned to Fast Food Systems Ltd premises, carriage cost for this to be paid for by Fast Food Systems Ltd.

All non-account customers must pay for one call out and one hour's labour prior to an engineer attending a warranty service request. This will be refunded if the unit is found to be faulty and requires repair.

The following are NOT covered by warranty:-

1. Failure or breakdown caused by incorrect installation.
2. Glass parts, electric lamps or door seals.
3. Adjustment or calibration of controls - this is a routine maintenance function.
4. Abuse or misuse, including cleaning.
5. Warranty labour is only carried out during normal working hours, calls attended to out of hours may be subject to surcharges.
6. The warranty will commence from the date of despatch.
7. Warranty on spare parts purchased for equipment outside of the warranty period is 3 (three) months from date of sale.
8. Any faulty spare parts replaced under warranty must be returned with 7 days of supply.
9. Warranty is non-transferable.

FFS Ltd will not be held responsible, financially or otherwise, for any loss of business as a result of equipment breakdown.

EXPORT TERMS

1. 3 months' parts only warranty from the date of invoice.
2. Warranty is subject to parts being returned for inspection at the customer's cost.
3. Warranty does not include international freight.