



# GEV CATERING SPARES LTD

## SHIPPING AND DELIVERY TERMS

### 1 General

The terms and conditions below apply to all GEV offers and sales to the customer. Any terms and conditions of business of the customer will be inapplicable, without having to be expressly rejected in the event of any counter-confirmation. Any agreements concluded, together with these terms and conditions of business and delivery, will remain in force even if individual provisions thereof become invalid.

### 2 Pricing

The prices for the spare parts/goods we deliver will be based in each case on the up-to-date prices which can be viewed in the Webshop ([www.gev-online.co.uk](http://www.gev-online.co.uk)). Errors are excepted, and prices are subject to change without notice.

### 3 Warranty

Should the delivered spare parts or goods prove to be defective, these will be replaced as part of your statutory warranty rights. Should the replacement part fail for any reason, you will retain the express right to reduce the payment or to cancel the contract. Replacement parts will be supplied carriage paid. As regards further claims for compensation, we will be liable only in cases of intent or gross negligence. Complaints regarding apparent defects must be made without delay (within one week following delivery). Any defects occurring as a result of improper use or unskilled installation cannot be recognised as legitimate complaints. Warranty claims must be made within 12 months of purchase; those made after one year will not be considered valid.

The warranty is given by the Company subject to the following conditions:

#### 3.1

the Company shall be under no liability in respect of any defect in the Goods arising from incorrect information supplied by the Buyer.

#### 3.2

the Company shall be under no liability in respect of any defect arising from wilful fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Company approval.

#### 3.3

the Company shall be under no liability under the above warranty (or any other warranty conditions or guarantee) if the Price and VAT for the Goods has not been paid by the due date for payment.

#### 3.4

the Company is not responsible for the installation of the Goods supplied, which must always be correctly fitted by a competent person.

#### 3.5

the company is not liable for claims for consequential compensation whatsoever (and whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer.

### 4 Return of Goods

Returned goods will only be accepted with a completed return form included, and only within one week following delivery. If the Goods are received damaged the Company must be notified within 24 hours of receipt of all damaged Goods which need to be returned in the original packaging.

Goods incorrectly supplied due to picking error or orders duplicated in error by the Company will be issued with a full credit. Orders duplicated in error by the Buyer will be subject to a 25% handling charge, with a minimum of £10.00 for each return consignment. If we have to re-label the parts the handling charge will be £5.00 per line. Non-standard items with the prefix 'S' and custom-made seals cannot be returned. Printed circuit boards (PCBs) will not be accepted back for credit, unless previously agreed with the Company.

Goods must be returned carriage paid. We shall not accept goods where carriage has not been paid.

### 5 Completeness of the delivery

We make every effort to ensure that our warehouse holds sufficient numbers of spare parts/goods in stock at all times. Unfortunately, subsequent shipments caused by delivery bottlenecks at our suppliers cannot be ruled out. A delivery time is only binding if it has been expressly confirmed. In any event, the customer will be obliged to grant GEV a reasonable additional period (at least 3 weeks) in which to complete the delivery. Parts, which have been ordered and are not immediately deliverable, will be dispatched as soon as possible.

### 6 Delivery

Prices quoted are ex works basis. For transport charges currently in force, refer to our website, however a surcharge of £4 will apply are subject to all orders with a net, ex works value of less than £20.

### 7 Disposal of packaging material

We will take back any packaging material delivered, provided that it is sent on the sender's account.

### 8 Retention of title

We retain title to the delivered products until they, as well as all other outstanding items, have been paid for in full. Any modification of the product will be performed on behalf of us as the manufacturer, without putting us under any obligation. Should you use the product together with other goods not in our possession, we will be entitled to co-ownership of the resulting manufactured product. This will be proportionate to the invoiced value of our processed product as a percentage of the total invoiced amounts of all the other goods used in manufacture of the new object. You will be entitled to sell or process the product in the ordinary course of business, unless you are in default in terms of our business dealings. It is agreed that any debt which may be due to you from the resale will be assigned to us with immediate effect. We will be entitled to disclose this assignment at any time.

### 9 Place of performance

The place of performance as regards delivery and payment will be Grantham, United Kingdom.

### 10 Place of jurisdiction

This contract shall be governed by the Laws of England and the Courts of England shall have jurisdiction thereover.

August 2018

### FAO GEV Catering Spares Ltd

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