

Catercombi Limited Terms and Conditions

CaterCombi are a supplier of refurbished catering equipment. We have full-time, fully qualified engineers and take great pride in the service we provide. All items are supplied fully working and serviced and this is reflected in our 100% positive feedback rating on eBay.

Any general enquiries can be submitted by calling the office:	Phone: 01227469692
All warranty enquiries/requests MUST be sent either by our online form or via email:	Form: www.catercombi.com/help Email: office@catercombi.com

CaterCombi Ltd UK

With regards to our refurbished equipment - the age, function, specification, history, and intended use is often only as good as the information given to us by the person selling to us. Library images are sometimes used in advance of equipment arriving to us. Therefore, equipment may differ from that illustrated and advertised on our website, Responsibility is upon the enquirer to request real time data about actual appliances at the point of making an order.

Please read the following terms and conditions *carefully* as they form the basis of the contract between you and us for the sale and purchase of the goods and services ("the **Contract**"). **Payment of any item and/or services constitutes acceptance of our terms and conditions as per this document**. If you have any questions, please do not hesitate to contact us via one of the suitable methods on Page 1 of this document.

Warranty Information

- Unless stated otherwise on the invoice, every Catercombi-supplied machine comes with a 3-month parts-only warranty. This is valid from the day the machine arrives on site, NOT from the date the machine is installed. Extended warranties up to a maximum total period of 12 months are available for purchase, please contact us prior to sale for more information.
 - 1.1 The parts covered are defined as: Any part that fails on your machine due to mechanical failure. Parts not covered include any problems which arise as a result of incorrect handling, installation not in accordance with manufactures guidelines or gas safe regulations, or any part

Page 1

CaterCombi Limited



not covered by the manufacturer of the equipment in their own warranty when the machine was sold brand new.

- 1.2 The CaterCombi parts-only warranty only covers the cost of getting a replacement part to your premises. It is the responsibility of the customer to organize and cover the cost of an appropriate engineer to diagnose the part required, and to fit the part. Any engineer carrying out diagnosis or repairs on machines inside the warranty must be fully qualified catering engineers working within manufacturers guidelines. CaterCombi takes no obligation towards customers' costs during this process. Customers are welcome to arrange to return the oven via pallet to the CaterCombi warehouse for repair, during which both parts and labour will be covered by CaterCombi, and the customer will be responsible for arranging and paying for courier costs both to the CaterCombi warehouse and to have the equipment returned to site. If you are within our catchment area (advertised on our website) we may be able to provide an engineer to carry out repairs for an additional fee capped at £140+vat for the labour, however this is not guaranteed.
- **1.3** CaterCombi reserves the right to request that old parts are returned to our warehouse within 14 days once the new parts provided have been fitted, CaterCombi is prepared to pay return postage of these parts when provided a receipt, up to the value of £30. This request will be made in an email to the customer prior to sending the replacement part to site. For any used parts not returned to CaterCombi when a request has been made, CaterCombi reserve the right to charge the full value of the new replacement part. Any new parts requested under the parts warranty which are later discovered to have been ordered incorrectly or by mistake must also be returned to CaterCombi within 14 days, in which case again CaterCombi is willing to pay return postage costs up to £30 when provided with a receipt.
- **1.4** To qualify for the parts warranty, the machine must be installed by a fully qualified catering engineer who will install it according to manufacturer's guidelines to suitably positioned and isolated services. Failure to have the machine installed by a fully qualified catering engineer and to supply the installation job sheet will null and void this warranty. When submitting a warranty request, you must include the engineer's installation job sheet to be eligible for the warranty.
- **1.5** Our equipment comes serviced by a fully qualified, gas safe catering engineer. It is tested to be in good working order, and we invite customers to view the equipment prior to sale from our warehouse at 6 Jackson Road, Canterbury, CT1 3RF.
- **1.6** All exported appliances are sold without any warranty. Our returns policy does not apply to exported equipment. An Export Discount is offered to offset the absence of a warranty, therefore, all liabilities are the clients after goods are dispatched.
- 1.7 CaterCombi assumes no responsibility for any damage to equipment supplied as a result of client induced damage including whilst the equipment is being transported into position by the customer, due to faulty or intermittent services supplying the equipment



(electricity/water/drainage). Any such damage the equipment incurs will immediately invalidate any warranty claims.

- **1.8** If we are unable to supply you with the parts you require, we will send you a replacement machine of equal (or better) specification.
- **1.9** If we are unable to supply you with the part required, or a replacement machine, the machine can be returned to base at the customer's expense and a full refund will be issued. We recommend www.palletonline.co.uk to customers looking to return equipment to base for repair or refund but the customer retains responsibility for any damage incurred to the machine prior to the machine arriving to the CaterCombi warehouse.

Delivery

- 2. Unless otherwise stated in writing all deliveries are sent via pallet using the Palletways Network. All dates/times provided are intended as estimates only – any days/times provided are not the essence of the contract of sale. CaterCombi will not be liable for any costs incurred to the customer or loss of income to the customer as a result of a delivery being later than planned under any circumstances.
 - 2.1 We will provide you with full tracking information for any equipment sent via pallet courier. This will be sent via email on the day your machine is dispatched from our warehouse. CaterCombi assumes no responsibility for any potential damage that may incur whilst the consignment is with the courier. It is imperative that the consignment be inspected upon arrival for any damage. If any damage is present, the consignment must be rejected as damaged. If you are unable to inspect the pallet please sign for as 'unchecked'. We cannot take responsibility for any damage occurred during transit if the machine has not been signed for either as 'damaged' or 'unchecked'. You will also be asked to provide photographic evidence of the damage. Any damage reports must be made in writing to office@catercombi.com within 48 hours of the item being delivered for damage costs to be claimed.
 - **2.2** All deliveries are carried out strictly as "kerb-side" unless stated in writing by CaterCombi prior to delivery. Whilst this can be requested, we cannot guarantee the delivery driver will help you move your oven onto the premises. Therefore, please have suitable arrangements in place to ensure your oven can be transported upon arrival. All ovens are palleted, strapped and wrapped. If you wish to move the oven whilst it is still on the pallet, a pump truck will be required.
 - **2.3** UK mainland deliveries are typically made the next working day before 5pm, the fee for which costs £75. However, if you require a more specific time frame, such as before 12pm, or a timed window, this service is available for an additional charge. Please contact us to arrange this.
 - 2.4 Risk of damage to or loss of the goods will be passed to the customer on delivery.



Installation

- 3. An installation/commissioning service is not provided by CaterCombi. The customer will be responsible for finding a suitable engineer to complete these works on their behalf. However, CaterCombi will be happy to help the customer prepare for an installation.
 - **3.1** This can be provided upon request by emailing <u>office@catercombi.com</u> or by calling 01227 469692 (Option 4)
 - **3.2** Installations carried out by 3rd party engineers, whether recommended by CaterCombi or instructed by the customer directly, must be carried out within 10 days of delivery to site. Installations carried out after 10 days from the date of delivery will invalidate the warranty.

Rental machines

- 4. The full terms and conditions for renting a machine from us can be found in our Rental Agreement, separate to this document. This is available on request by emailing office@catercombi.com.
 - 4.1 CaterCombi has a strict catchment area for perspective rental customers, a map can be found on our website as an overview of this. Perspective rental customers are also subject to a full vetting process to qualify. The minimum rental term is 24 months. Please contact us for further information.

Support Requests

- 5. If you have any problem with your machine that is a rental, or a warranty request for a recent purchase, all requests much be logged initially using the form on our website at www.catercombi.com/help. Any future correspondence regarding a possible problem must be lodged via email to office@catercombi.com.
 - **5.1** Any problems or issues that are not reported using this form may not be actioned. It is VITAL you complete this form with as much information as possible so a member of our team can progress your case. All subsequent correspondence MUST be made in writing via email to office@catercombi.com, so all requests can be reviewed internally prior to being authorised. We will always endeavor to respond to emails and forms within one working day.
 - **5.2** Please provide any photo or video evidence for machine issues where possible. This can be attached to the callout form on our website.
 - **5.3** CaterCombi does not provide repairs or servicing for any machines outside of the initial warranty term (3 months unless otherwise stated on the invoice).



Price and Payment

- **6.1** The price for products and services:
 - **6.1.1** shall be the price set out in the Contract or, if no price is quoted, the price set out in CaterCombi's published price list as at the date of the order; and
 - **6.1.2** shall be exclusive of all costs and charges of packaging, insurance and transport of the products.
- **6.2** CaterCombi reserves the right to:
 - **6.2.1** increase the price of the products, by giving notice to you at any time before delivery, to reflect any increase in the cost of the products to CaterCombi that is due to:
 - any factor beyond our control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - (b) any request by you to change the delivery date(s), quantities or types of products ordered, or the product specification; or
 - (c) any delay caused by any instructions you provide in respect of the products or failure by you to give us adequate or accurate information or instructions in respect of the products.
- **6.3** Any invoices submitted by CaterCombi in respect of callouts for servicing shall be payable:
 - **6.3.1** within 30 days of the date of the invoice; and
 - 6.3.2 in full and in cleared funds to a bank account nominated in writing by us, and time for payment shall be of the essence of the Contract.
- 6.4 All amounts payable by you under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the CaterCombi to the you, you shall, on receipt of a valid VAT invoice from us, pay such additional amounts in respect of VAT as are chargeable on the supply of the services or products at the same time as payment is due for the supply of the services or products.



- 6.5 If you fail to make a payment due to CaterCombi under the Contract by the due date, then, without limiting our remedies under clause 8 (Termination), you shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 6.5 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 6.6 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

Limitation of Liability

- **7.1** CaterCombi has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £10,000,000.00 per claim. The limits and exclusions in this clause reflect the insurance cover CaterCombi has been able to arrange and you are responsible for making your own arrangements for the insurance of any excess loss.
- **7.2** The restrictions on liability in this clause 7 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- **7.3** Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
 - **7.3.1** death or personal injury caused by negligence;
 - **7.3.2** fraud or fraudulent misrepresentation;
 - **7.3.3** breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
 - **7.3.4** defective products under the Consumer Protection Act 1987.
- **7.4** Subject to clause 7.3, CaterCombi's total liability to you shall not exceed the price of the Contract.
- **7.5** Subject to clause 7.3, the following types of loss are wholly excluded:
 - **7.5.1** loss of profits;
 - **7.5.2** loss of sales or business;
 - **7.5.3** loss of agreements or contracts;
 - **7.5.4** loss of anticipated savings;



- **7.5.5** loss of use or corruption of software, data or information;
- **7.5.6** loss of or damage to goodwill; and
- **7.5.7** indirect or consequential loss.
- **7.6** This clause 7 shall survive termination of the Contract.

Termination

- **8.1** Without affecting any other right or remedy available to it, either party to the Contract may terminate it with immediate effect by giving written notice to the other party if:
 - **8.1.1** the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
 - **8.1.2** the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
 - **8.1.3** the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - **8.1.4** the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- **8.2** Without affecting any other right or remedy available to it, CaterCombi may terminate the Contract with immediate effect by giving written notice if you fail to pay any amount due under the Contract on the due date for payment.
- 8.3 On termination of the Contract for whatever reason:
 - **8.3.1** you shall immediately pay to CaterCombi all of CaterCombi's outstanding unpaid invoices and interest and, in respect of goods and services supplied but for which no invoice has been submitted, CaterCombi may submit an invoice, which shall be payable immediately on receipt;



- **8.3.2** any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect; and
- **8.3.3** termination or expiry of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

Force Majeure

9 Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control (a Force Majeure Event). In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for four weeks, the party not affected may terminate the Contract by giving 14 days' written notice to the affected party.

Confidentiality

- **10.1** Each party undertakes that it shall not disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 10.2.
- **10.2** Each party may disclose the other party's confidential information:
 - **10.2.1** to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the terms and conditions. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 10; and
 - **10.2.2** as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- **10.3** Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with these terms and conditions.

General information



- 11.1 Once a machine has been paid for or deposited, we will only provide storage for a maximum of 30 days before it **MUST** be delivered to an address of the customers choosing. Any machine that has been sold and not collected or instructed to be delivered within 30 days will be subject to both a re-testing and servicing costs, plus storage costs at our discretion. CaterCombi will be entitled after the expiration of 60 days from the date of deposit or full payment to dispose of the equipment in any manner it sees fit.
- **11.2** All machines are fully serviced by our qualified, experienced engineers to a high standard. There may be some cosmetic marks to the machine which will not affect the general operation of the machine.
- **11.3** Any abuse, aggressive or violent behavior towards our staff over the phone, or any member of the public within our premises will not be tolerated under any circumstances. We will not tolerate abuse in any shape or form and will investigate all reported or observed incidents of staff being subject to disrespectful behavior or abuse.
- **11.4** We provide a range of combi oven extras water softeners, trays, grids, stands, drainage kits etc. Just visit www.catercombi.com/extras for our full range.
- **11.5** Please note our business is not open on weekends or outside of usual business hours (9am 5pm, Monday Friday). Therefore we will not be able to respond to calls, emails or to carry out any machine repairs, servicing or installations outside of these hours.
- **11.6** Customers can cancel an order within 48 hours of placing an order for a full refund. After 48 hours, parts and workshop time is allocated for repair and/or re-testing. Cancellations made after 48 hours are subject to a 25% charge regardless of the reason given.
- **11.7** In the event of equipment being too large to get through doors, doorways and/or corridors when the buyer had access to dimensions of purchased equipment either from sales staff or website, before confirming and paying for an order, CaterCombi will not be liable for any returns, refunds or restocking fees. The client assumes full responsibility and ownership of the equipment from that point.
- **11.8** If any provision or part provision of these terms and conditions is held by any competent authority to be invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the terms and conditions.
- **11.9** These terms and conditions constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties,



representations and understandings between them, whether written or oral, relating to their subject matter.

- **11.10** Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the terms and conditions. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the terms and conditions.
- **11.11** No variation of the terms and conditions shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- **11.12** A waiver of any right or remedy under the terms and conditions or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- **11.13** A failure or delay by a party to exercise any right or remedy provided under the terms and conditions or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the terms and conditions or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- **11.14** All notices to be given under these terms and conditions by either Party to the other shall be in writing and shall be served by sending the same by registered post or recorded delivery to the last known service address of the other Party and any receipt issued by the postal authorities shall be conclusive evidence of the fact and date of posting of any such notice.
- **11.15** Unless it expressly states otherwise, these terms and conditions do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999.
- **11.16** These terms and conditions, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.