

# NORTHERN GROUP (UK) LTD

CATERING DESIGN • CONSULTATION • EQUIPMENT • SUNDRIES

## NORTHERN REFRIGERATION and CATERING EQUIPMENT LTD

### TERMS AND CONDITIONS (2018)

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#### Exclusion of Warranties.

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#### Data Protection Act.

We will endeavour to comply with the UK Data Protection act and all customer information and details obtained by telecommunications or email will not be used or transferred to any third parties without the customer's prior permission. However we cannot be held responsible or liable for any customer information obtained by third parties using illegal methods via this website and the Internet.

#### In This Sales Agreement:

- (a) The "**Customer**" means any person who places an Order with NRCE Ltd (either as a private consumer or as a business).
- (b) The "**Goods**" means any items sold or supplied by NRCE Ltd under an Order.
- (c) "**NRCE Ltd**" means Northern Refrigeration and Catering Equipment Ltd, a company incorporated in England with company number 03077049 and registered address at Rotherside Road, Eckington, Sheffield, S21 4HL, United Kingdom.
- (d) "**Order**" means any request or order (via phone, website order or catalogue order) to purchase

the Goods.

(e) The "**Parties**" refers to the Customer and NRCE Ltd.

### **1 - Validity.**

- (1a)** This Agreement is the only form of contract between the Parties and any Customer terms and conditions will not apply unless expressly agreed in writing. By submitting an Order, the Customer agrees to apply the terms and conditions of this Agreement in priority over any other agreement between the Parties except previously agreed NRCE Ltd Credit Account terms and conditions which, where conflict arises, take precedence over this agreement.
- (1b)** Any Order is subject to acceptance by NRCE Ltd. NRCE Ltd is not obliged to accept any Order or to justify refusal of the same. Receipt of payment for Goods by NRCE Ltd does not in itself constitute acceptance by NRCE Ltd of the Order.
- (1c)** NRCE Ltd may vary the terms and conditions of this Agreement from time to time by publishing new terms and conditions on the NRCE Ltd website.

### **2 - Goods Being Sold.**

- (2a)** Descriptions and specifications for the Goods are set out on the NRCE Ltd website at the time of the Order or the NRCE Ltd catalogue from which the Order is placed provided the catalogue is current at the time of the Order.
- (2b)** Goods ordered in a specific colour, pattern or design are sold subject to stock availability and NRCE Ltd may substitute the Goods with newer items or items of comparable or better quality, alternative colour, pattern or design with the Customer's approval.
- (2c)** If any Goods are unavailable or out of stock then NRCE Ltd may cancel the Order in whole or in part and refund any monies paid or issue a credit. Note. Alternatively, NRCE Ltd may vary the Order with the Customer's approval.
- (2d)** Customers placing Orders for age-restricted goods such as solvents and knives confirm that they are over 18 years of age and that delivery will be accepted by a person over 18 years of age.

### **3 - Terms of Payment and Payment Methods.**

- (3a)** The Goods shall be payable at the prices listed on the NRCE Ltd website at the time of the Order or the NRCE Ltd catalogue from which the order is placed provided the catalogue is current. NRCE Ltd reserves the right to update prices on the NRCE Ltd website or in future NRCE Ltd catalogues from time to time. Occasionally, prices advertised on the NRCE Ltd website may differ from prices advertised in the NRCE Ltd catalogue and NRCE Ltd is under no obligation to honour the price in the website if the Order is placed through the catalogue. A delivery and/or insurance charge may be payable in addition to the price of the Goods. All prices are quoted in British Pounds.
- (3b)** Unless otherwise stated, all prices quoted exclude Value Added Tax ("VAT"). Any such VAT shall be charged in accordance with the relevant regulations in force at the time of the order.
- (3c)** Occasionally an error may cause the price/description published or advertised for Goods to be incorrect, in which case NRCE Ltd shall be under no obligation to honour the incorrect price or Order.
- (3d)** Payment for Goods and Delivery may be made by any of the options listed on the NRCE Ltd website or catalogue. Cheques and cash usually require a minimum of 6 working days to clear and the Customer account, order or quote number MUST be referenced with payment. NRCE Ltd reserves the right to withhold or refuse further shipments of Goods until all overdue accounts are settled. Any payments returned unpaid by a bank will be subject to an administration fee of £25.00.
- (3e)** NRCE Ltd reserves the right to charge interest at 8% above the base lending rate of the Bank of England calculated monthly on late or overdue payments by the customer.
- (3f)** All Orders may be subject to further credit or security checks.

### **4 - Delivery.**

- (4a)** Full delivery prices and options are listed on the NRCE Ltd website or catalogue and subject to change from time to time.
- (4b)** Standard Delivery and Premium Delivery Orders will be sent for 'next day delivery' within the UK mainland subject to an Order (with the relevant delivery charge) being accepted by NRCE Ltd before 8.00pm on a working day (a working day is a day other than weekends and bank/public holidays) and provided no additional security checks are required and the Goods are available. If the Order cannot be

delivered 'next day' then delivery will usually be completed within 5 days.

- (4c) Off shore/Remote deliveries will usually be despatched as soon as possible however the actual delivery time cannot be guaranteed and will vary depending on the delivery location.
- (4d) NRCE Ltd will use reasonable endeavours to meet delivery estimates in all cases however NRCE Ltd cannot be held liable for any loss or damage due to delay in delivery.
- (4e) Risk in the Goods transfers to the Customer at the time of delivery but title will not pass until payment has been made in full for the Goods in question.
- (4f) Goods delivered are used, stored and installed at the Customer's own risk and NRCE Ltd will not be liable for any damage, loss or disruption caused by the same. Where installation/disconnection services have been ordered by the Customer, further charges, terms and conditions may apply as communicated by NRCE Ltd to the Customer before delivery.
- (4g) All large machinery, refrigeration and flat packed Goods are delivered to the front door of ground floor locations only. The delivery person/driver may at his/her discretion assist with delivering the Goods to a location within the premises nominated by the Customer, at the Customer's sole risk.

## **5 - Warranties and Returns.**

- (5a) Subject to the conditions in this Clause 5, Goods sold in the UK mainland may be returned for a refund, exchange or replacement within 30 days provided they are returned unused, in a saleable condition and in their original packaging. Goods that have been opened, marked/soiled, damaged or used will only be entitled to a partial refund (not exceeding 60% of the purchase price) after assessment by NRCE Ltd. Goods deemed non-saleable will not be refunded and will only be returned at the Customer's cost. Certain large or bulky items may also be subject to a restocking fee (usually £75). Certain Goods cannot be returned for hygiene reasons. Certain Goods such as knives must be returned in adequate postal packaging for health and safety reasons. Certain last-in-line or special-to-order Goods may also be non-returnable and will be flagged accordingly on the NRCE Ltd website or catalogue. The carriage cost of returns may be refunded in whole or in part to the Customer at NRCE Ltd discretion.
- (5b) Goods are guaranteed against defects in accordance with the terms of the manufacturer's warranty or for 1 year from delivery unless otherwise stated. Goods reported faulty within the specified warranty period may be repaired, replaced or exchanged at NRCE Ltd discretion. Parts and labour under this warranty are guaranteed in the UK mainland only.
- (5c) Goods that are damaged due to delivery must be reported to NRCE Ltd within 24 hours. Large Goods such as refrigerators must be inspected by the Customer on delivery for damage and an acceptance of delivery docket completed noting any damage that resulted from delivery. Goods that are missing from delivery must be reported to NRCE Ltd in writing within 7 days from delivery.
- (5d) The warranties in this Clause 5 do not apply to any defect in the Goods caused by the fault, negligence or failure of the Customer to use the goods for their normal intended purposes or failure to adhere to manufacturer instructions (including storage, use in incorrect environment, maintenance, de-scaling and cleaning).

Gaskets, refrigerants, filter driers, shelves, tray slides, castors and legs, electric lamps, fuses, keys, locks, glass, filters, mains plugs and leads, hose connections and consumables are warranted to be free from defect on delivery only and any damage caused due to delivery must be reported to NRCE Ltd within 24 hours to qualify for replacement, repair or refund at NRCE Ltd discretion. Goods marked 'semi-commercial', 'light-duty use only' or similar must not be used as substitutes or replacements for heavy-duty or commercial-grade equipment.

Goods marked 'no commercial warranty' are sold without any warranties unless otherwise stated. Certain Goods may be disposed of in accordance with NRCE Ltd safety instructions for replacement, exchange or refund with NRCE Ltd prior approval. Engineer call-outs and repairs carried out on non-warranty faults or defects may be subject to further charges including where the Customer has missed or is unduly late for an arranged call-out. No Goods will be sold on a 'sale or return' basis without prior written approval by NRCE Ltd. NRCE Ltd may in its reasonable discretion invalidate warranties for any Goods that have been or are suspected to have been altered, tampered with, serviced, repaired or attended to without NRCE Ltd prior approval.
- (5e) Statutory rights for Customers placing Orders as private consumers (as defined by law) are not affected.

## **6 - Termination.**

- (6a) NRCE Ltd reserves the right, by notice to the Customer, to cancel or suspend any Order where payment has not been received in accordance with Clause 3 of this Agreement.

- (6b)** NRCE Ltd reserves the right to cancel any Order and/or terminate this Agreement if the Customer cannot pay its debts or becomes bankrupt or has a winding-up order made or appoints an Administrator, Liquidator, Receiver or similar is appointed over the whole or a substantial part of the assets and undertaking of the Customer.
- (6c)** NRCE Ltd 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 affected by reasons out of NRCE Ltd reasonable control such as force majeure, act of God, adverse weather and government intervention, sanction or legislation.
- (6d)** NRCE Ltd 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 and knives).

#### **7 - Limitation of Liability.**

- (7a)** The Customer agrees that NRCE Ltd will not be liable for any losses or damage suffered by the Customer including but not limited to damage to neighbouring or connected items or premises, consequential loss, loss of business, business interruption or loss of time due to the use or purchase of the Goods by the Customer.  
NRCE Ltd will not be liable for any additional damage caused by the Customer's failure to report a fault or defect in good time or failure to provide reasonable access to the Goods for repairs, service or engineer visits. Nothing in this Agreement shall exclude NRCE Ltd statutory liability for injury or death.
- (7b)** Goods sold are not insured for delivery unless otherwise confirmed by NRCE Ltd.

#### **8 - Intellectual Property Rights and Confidentiality.**

- (8a)** Goods sold or supplied by NRCE Ltd may be subject to copyright (whether owned by NRCE Ltd or a third party) and the Customer covenants not to breach, infringe or prejudice any intellectual property and copyright associated with the Goods without approval. The Customer agrees to indemnify and hold NRCE Ltd harmless for any breach of said covenant.

#### **9 - Jurisdiction.**

- (9a)** This Agreement is governed by English law and the Parties shall be subject to the exclusive jurisdiction of the English courts.
- (9b)** Any right or obligation contained in this Agreement shall be distinct and severable and if one or more of the same are declared invalid, illegal, void or unenforceable then the remainder shall continue in force and effect to the fullest extent permissible by law.

**Note:** If you have any queries about our Terms and Conditions or content of our website please do not hesitate to contact us on [enquires@nrcltd.co.uk](mailto:enquires@nrcltd.co.uk)

Northern Refrigeration and Catering Equipment Ltd  
Rotherside Road  
Eckington,  
Sheffield.  
S21 4HL

- Company No. 03077049,
- VAT No.
- Employers Liability £10,000,000,
- Public Liability £10,000,000,
- Products Liability £10,000,000

Tel: 01246 434340