



THE CORNER FRIDGE COMPANY LIMITED

TERMS & CONDITIONS
OF BUSINESS

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I. INTERPRETATION

- 1.1. In these Conditions the Buyer means the person(s), firm or company who purchases Goods from the Seller; Goods means the goods agreed in the Contract to be supplied by the Seller to the Buyer; Seller means The Corner Fridge Company Ltd (registered in England under number 4137394); Conditions means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and Seller; Contract means any contract between the Seller and the Buyer for the purchase and sale of the Goods incorporating these Conditions.

2. BASIS OF THE SALE

- 2.1. Unless there is a variation under Condition 2.2 the Contract will be on these Conditions to the exclusion of any other terms and conditions (including any terms and conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).
- 2.2. No variation to these Conditions shall be binding unless agreed in writing and signed by one of the Seller's directors.
- 2.3. Any representations about the Goods shall have no effect unless confirmed by one of the Seller's directors in writing. The Buyer acknowledges that it does not rely on, and waives any claim for breach of, any representations which are not so confirmed.
- 2.4. The Seller is entitled to correct any typographical, clerical or other error or omission in any of its sales literature, price list, acceptance of offer, invoice or other document or information issued by it without any liability.

3. ORDERS

- 3.1 No order placed by the Buyer shall be deemed to be accepted by the Seller until a written acknowledgement of order is issued by the Seller or, if earlier, the Seller delivers the Goods to the Buyer. Any quotations given are on the basis that no contract will come into existence until the Seller despatches an acknowledgement of order to the Buyer. Any quotation is valid for a period of 30 days only from its date or from the date the Seller withdraws it if earlier.
- 3.2 The Buyer must ensure the terms of its order and any applicable specification is accurate. The quantity and description of the Goods shall be those set out in the Buyer's order accepted by the Seller.
- 3.3 The Seller reserves the right without notice to the Buyer to make any changes in the specification of the Goods which are required to conform to any applicable statutory or EC requirement or which do not materially affect their quality or performance.
- 3.4. Cancellation:- If you are a consumer (non-business) buyer and you place your order without ever visiting our showroom, seeing us at an exhibition or having other direct personal contact with us, and your order does not include any special option item, the Consumer Protection (Distance Selling) Regulations 2000 give you a right to cancel this contract up to the end of the 7th working day after the day of delivery. To exercise the right to cancel you must inform us in writing within that time limit. We will then arrange with you to collect the item. In the meantime you must take reasonable care of the item and not use it. The item must be in stock re-saleable condition in the original packaging. We will refund the money you have paid after deducting the cost of original delivery and of collection and return to our warehouse. If we refuse the item we will return it to you at your cost. If you wish to return the goods more than 7 working days after we have delivered the goods to you, you must not have used them and must have kept them in the condition they were delivered. You must return them to us or request us to collect them, in either case at your cost. There will be an additional administration charge of 25% of the purchase price of the goods returned over and above the transport costs. Otherwise, we reserve all our rights in law in respect of buyers who cancel or repudiate their contract including our right to retain a deposit.

4. PRICE

- 4.1 Unless otherwise agreed by the Seller the price of the Goods shall be the price listed in the Seller's price list published on the date of delivery or deemed delivery. Where the Goods are supplied for export from the United Kingdom, the Seller's published export price list relevant to the country in which the Buyer is located shall apply. The Seller's published price lists are subject to revision from time to time without notice.
- 4.2 The price for the Goods, is inclusive of any value added tax, other taxes, levies or duties, and all costs or charges in relation to loading, unloading, carriage and insurance which the Buyer shall pay in addition when it is due to pay for the Goods. Where the price for the Goods is stated to include carriage such price shall be applicable only for UK mainland delivery to ground floor locations.
- 4.3 The Seller may increase the price for the Goods if, between the date of order and the date of delivery, there is an increase in the cost of raw materials, labour and/or other production costs or if the Buyer modifies the order. The Seller shall notify the Buyer of any proposed increase prior to invoice.

5. PAYMENT

- 5.1 Payment of the full price of the Goods is due no later than as stated on the Seller's invoice, and shall be paid in pounds sterling without any deduction set off or withholding whatsoever unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Seller to the Buyer.
- 5.2 The time for payment of the price shall be of the essence. Receipts for payment will be issued only upon request. No payment shall be deemed to have been received until the Seller has received cleared funds. If the Buyer fails to make any payment on the due date then, without affecting any other right or remedy available to the Seller, the Seller shall be entitled to: (i) cancel the Contract or suspend any further deliveries to the Buyer; and/or (ii) charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of four per cent per annum above Lloyds Banking Group base rate from time to time, until payment in full is made (interest to be payable on demand and to accrue daily on the basis of a year of 365 days) together with all costs and expenses incurred by the Seller in the collection of overdue monies.
- 5.3 All payments payable to the Seller shall become due immediately upon termination of the Contract despite any other provision.
- 5.4 You must pay in full when you order unless the goods are not then in stock. We require a deposit of 50% for products not in stock when we confirm your order. The balance must be paid when we inform you that the goods are in stock.
- 5.5 Goods are offered subject to availability and only at prices current at the time of order.

6. DELIVERY

- 6.1 Delivery to your premises or wherever else agreed in writing between us shall constitute delivery for the purposes of these Conditions.
- 6.2 Any dates specified for delivery of the Goods are approximate only and the Seller shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in delivery of the Goods (even if caused by the Seller's negligence). Time for delivery shall not be of the essence. The Goods may be delivered by the Seller in advance of the specified quoted delivery date upon giving reasonable notice to the Buyer. If no dates are specified delivery will be within a reasonable time.
- 6.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- 6.4 If the Buyer or its carrier fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery then: (i) risk of damage to or loss of the Goods will pass to the Buyer (including for loss or damage caused by the Seller's negligence); (ii) the Goods will be deemed to have been delivered; (iii) the Seller may store the Goods until actual delivery and charge the Buyer for all related costs (including insurance) of storage; (iv) the Seller may sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract; (v) without affecting any other right or remedy available to the Seller, the Seller may cancel the Contract or suspend any further deliveries to the Buyer.
- 6.5 The Buyer acknowledges that where delivery is at a place nominated by the Buyer it is its responsibility to ensure that suitable access equipment and manual labour is available for the purposes of unloading and delivery of the Goods.
- 6.6 The Seller shall not be liable for any non-delivery of Goods (even if caused by the Seller's negligence) unless written notice is given to the Seller within 2 days of the date when the Goods would in the ordinary course of events have been received and then any liability of the Seller shall be limited to replacing the Goods within a reasonable time or issuing a credit note against any invoice raised for such Goods. If the Buyer does not notify the Seller the Buyer shall be deemed to have received the Goods and shall be bound to pay the price as if the Goods had been delivered.
- 6.7 It is the responsibility of the Buyer to arrange inspection of the Goods immediately on delivery and prior to signature of a delivery receipt, if required.
- 6.8 The manner of packing shall be at the Seller's discretion. No liability shall be accepted for failure to pack to any particular standard or against any particular risk unless the requirement is specifically brought to the Seller's attention, accepted in writing by the Seller and paid for by the Buyer.
- 6.9 Delivery will usually be within 30 days of acceptance of the order, but we do not guarantee any particular delivery date until we have made final delivery arrangements with you, which we will do when the item is received at our warehouse from the manufacturer. Deliveries are made direct to site by arrangement Monday to Friday (holidays excepted) between 7.30 am and 5.00 pm. No time for delivery is guaranteed; timing statements are estimates only as routes are planned in the most logical and cost effective way.

We bear the cost of delivery to addresses on UK mainland. Trade customers may be required to pay for delivery.

We make a delivery surcharge on the UK mainland in the following circumstances:-

- For delivery guaranteed to take place to comply with customers' requirements concerning timing.
- If it is not possible to delivery at the first attempt on the date advised for delivery.
- Delivery to a location other than a ground floor. We deliver only to a ground floor unless special arrangements have been made with us.
- We also make a surcharge for a UK delivery off UK mainland and for delivery to a location outside the UK.
- You must make and pay for any necessary arrangements for delivery vehicles to comply with parking restrictions. This includes any congestion charges.

You must make sure:

- that delivery may be made to a ground floor location (or to another location if that has first been agreed with us)
- that fragile or delicate items (including floorings) are suitably protected and
- that the final location and route to it from a suitable parking point is flat and reasonably unobstructed. You may ask us to survey at your cost the suitability of the intended location or the route to it and then we will accept responsibility for this if, at delivery, our recommendations have been adopted and the other circumstances are unchanged.
- We are not responsible for non-delivery or delay in delivery (even if a surcharge has been made for a guaranteed delivery time) because of:
 - › circumstances outside our control

or

- › the inaccessibility or unsuitability of the intended location or the route to it, and in such case we may suspend or postpone delivery or cancel our contract with you. If we cancel the contract, we will refund to you a fair and reasonable amount of the money you have paid to us depending upon the circumstances, but specifically if it is not possible to deliver a special factory order because of the inaccessibility or unsuitability of the location intended for it we will not be under any obligation to make any refund unless and until we are able to resell the item in question (without being under any responsibility to you for the price at which we resell it) and then the sum we refund will take into account that resale price and all other relevant factors.
- We are not in any circumstances liable for any consequential loss or damage arising from any delay in delivery or in any failure to deliver.

7. RISK AND OWNERSHIP

- 7.1 Risk of damage to or loss of the Goods shall pass to the Buyer from the time of delivery from which point the Seller shall bear no further responsibility for damage to the Goods.
- 7.2 Ownership of the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of: (i) the price of the Goods; and (ii) all other sums due to the Seller by the Buyer on any account.
- 7.3 Until ownership of the Goods has passed to the Buyer, the Buyer must: (i) hold the Goods on a fiduciary basis as the Seller's bailee; (ii) store the Goods (at no cost to the Seller) separately from all other Goods of the Buyer or any third party in such a way that they remain readily identifiable as the Seller's property; (iii) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; (iv) maintain the Goods in satisfactory condition insured on the Seller's behalf for their full price against all risks to the reasonable satisfaction of the Seller. On request the Buyer shall produce the policy of insurance to the Seller; and (v) hold the proceeds of the insurance referred to in Condition 7.3.4 on trust for the Seller and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.
- 7.4 The Buyer may resell the Goods before ownership has passed to it only on the following conditions: (i) any sale shall be effected in the ordinary course of the Buyer's business at full market value; and (ii) any such sale shall be a sale of the Seller's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale;

- 7.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without affecting to any other right or remedy of the Seller) immediately become due and payable.
- 7.6 The Seller shall be entitled to recover payment for the Goods even if ownership of any of the Goods has not passed from the Seller to the Buyer.
- 7.7 The buyer grants the seller, its agents and employees an irrevocable licence at any time to enter any premises where the goods are or may be stored in order to inspect them or, where the buyer's right to possession has terminated, to recover them.

8. QUALITY & GUARANTEE

- 8.1 The Seller may at its sole discretion offer a 2 year guarantee in relation to defects in the quality or condition of the Goods to the Buyer. Provided they are installed and used in accordance with the Instructions for Installation and Use supplied to you with the product, we guarantee products supplied by us for a period of 2 years from the date of delivery against defects of manufacture and materials. We will replace or repair (at our discretion) parts showing such defects and reported to us during the guarantee period. Goods collected from us by you or on your behalf are not guaranteed against damage or breakdown arising from transit.
- 8.2 Damaged caused to electronic components due to incorrect or unstable mains power supply or power surges, is not covered by the guarantee in section 8.1
- 8.3 We will not be under any responsibility or liability for any consequential loss or damage that may arise out of the goods supplied by us, the use of those goods and/or any defects in them.
- 8.4 Service calls under guarantee to goods found not to be defective will be charged at the rates applied to service calls generally.
- 8.5 In the event a service call is arranged when the appliance is in OR out of guarantee, the Buyer will arrange and ensure at their own expense, safe and free access to the appliance in order for the visiting engineer(s) to carry out their work in a safe and efficient manner.
- 8.6 Save for the guarantee stated in Condition 8.1 we give no guarantee to you in relation to the Goods and all guarantees, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 8.7 Any claim by the Buyer which is based on a shortfall in quantity of the Goods or any defect in the quality or condition of the Goods shall be notified to the Seller within 24 hours from the date of delivery or (where a defect or failure was not apparent on proper inspection) within 2 days after discovery of the defect or failure.
- 8.8 If the Buyer does not notify the Seller in accordance with Condition 8.3, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such shortfall, defect or failure, and the Buyer shall be bound to pay the price. It is the responsibility of the Buyer (at its own expense) to return any relevant Goods to the Seller's premises if requested to do so by the Seller to allow inspection by the Seller. For the purposes of this Condition 8.4 time shall be of the essence.
- 8.9 If the Buyer does notify the Seller in accordance with Condition 8.3 and the claim is valid the Seller shall (in the case of a shortfall) supply additional Goods to make up the shortfall or (in any other case) shall be entitled to replace or repair the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund the Buyer the price of the Goods (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer.
- 8.10 It shall be the responsibility of the Buyer to collect from the Seller's premises any Goods returned pursuant to this Condition 8 if the Buyer's claim in respect of those Goods proves not to be valid and in respect of goods returned pursuant to condition 8.6 the Buyer may be liable to a restocking charge of 25% of invoice value.
- 8.11 The return of Goods for any other reason than that set out in Condition 8.3 shall require written consent from the Seller which may at its discretion be given if (i) of a bona fide nature; (ii) made within 72 hours of delivery; (iii) Goods are unused and undamaged; and (iv) in respect of Goods specifically identified by invoice.
- 8.12 Despite any of the other provisions of this Condition 8, if Goods delivered to the Buyer are processed, manufactured and/or incorporated by the Buyer with any other goods or have been sold by the Buyer or the Buyer does not return the same to the Seller at the Seller's request or the Buyer alters the Goods in any way the Buyer shall be deemed to have accepted such Goods as being in all respects in accordance with the Contract.

9. LIABILITY

- 9.1 Subject to Condition 8, the following provisions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of: (i) any breach of these Conditions; and (ii) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 9.2 Nothing in these Conditions excludes or limits the liability of the Seller for death or personal injury caused by the Seller's negligence or fraudulent misrepresentation.
- 9.3 Subject to Condition 9.2: (i) the Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to the price of the Goods; and (ii) the Seller shall not be liable to the Buyer for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.
- 9.4 Except in respect of any loss or damage caused by the Seller's negligence the Buyer undertakes to indemnify the Seller against any loss, costs, claims, expenses or fees the Seller may incur relating to the Buyer's breach of the Contract and/or any of these Conditions.

10. INSOLVENCY OF THE BUYER

If: (i) the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or becomes bankrupt or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or (ii) an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or (iii) the Buyer ceases or threatens to cease, to carry on business; or (iv) the Buyer shall suffer any analogous proceedings under foreign law; or (v) the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly then, without affecting any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract immediately or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable despite any previous agreement or arrangement to the contrary and the Seller shall be entitled to immediate possession of the Goods and to exercise the rights at Condition 7.7.

11. EXPORT TERMS

- 11.1 Unless any special terms are agreed in writing between authorised representatives of the Buyer and the Seller, where the Goods are supplied for export from the United Kingdom the Buyer shall be responsible (at its own expense) for complying with any legislation or regulations governing the importation of the Goods into the country of destination (including obtaining relevant licences, permits and permissions) and for the payment of any duties and for supplying all relevant details to the Seller where delivery is to be made at the Buyer's premises.
- 11.2 Unless the Goods are to be collected by the Buyer or its carrier from the Seller's premises, the Goods shall be delivered at the Buyer's nominated premises (as agreed by the Seller).

12. INTELLECTUAL PROPERTY

All Intellectual Property in the Goods shall remain the exclusive property of the Seller and the Seller reserves the right to take legal action to prevent infringement of these rights.

13. FORCE MAJEURE

The Seller reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Seller including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce) or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials. Provided that if the event in question continues for a continuous period in excess of 20 days the Buyer shall be entitled to give notice in writing to the Seller to terminate the Contract.

14. GENERAL

- 14.1 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 14.2 Except in respect of any undisputed credit or payment due and owing by the Supplier to the Buyer, the Buyer may not withhold payment of any sum due to the Seller under the Contract by reason of any right of set-off or counterclaim which the Buyer or any other member of the same group of companies as the Buyer may have or allege to have or for any reason whatsoever.
- 14.3 The Buyer shall not assign, transfer or in any other manner make over to any third party the benefit and/or burden of the Contract or any part of it without the Seller's prior written consent. The Seller may assign the Contract or any part of it or sub contract all or any part of the work to any third party.
- 14.4 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice and may be delivered personally or by fax, first class recorded delivery post or first class air mail letter. A notice shall be deemed to have been served (if personally delivered) at the time of delivery or (if sent by first class recorded delivery post) forty-eight hours after posting or (if sent by first class air mail letter) ninety-six hours after posting or (if sent by fax) at the time of transmission.
- 14.5 If any provision of these Conditions is held by any competent authority to be invalid, unenforceable or unreasonable in whole or in part the offending words shall be deemed severable and the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected by it.
- 14.6 The Contract and the construction, validity and performance of it shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the English Courts in respect of any dispute suit or proceedings which may arise out of or in connection with it except to the extent that the Seller may invoke the jurisdiction of the courts of any other country.
- 14.7 Any notice of proceedings or other notice in connection with or which would give effect to proceedings may without prejudice to any other method of service be served on any party in accordance with Condition 14.4.
- 14.8 Where the Seller is a member of a group of companies it may perform any of its obligations or exercise any of its rights under the Contract by itself or through any other member of its group, Provided that any act or omission of any such other member shall be deemed to be an act or omission of the Seller.

15. FREE 'TAKE BACK' AVAILABLE UNDER THE WEEE REGULATIONS

The Corner Fridge Company Ltd offers customers a free 'Take Back' on their old electric items. This is offered on a like-for-like basis. Therefore if you purchase an electric item from us you can return your old wine conditioning unit or wine cabinet back to us and we will dispose of it in an appropriate manner under the WEEE regulations.

You have 28 days in which to return your old items to us and the cost of returning the items, if you buy your new wine conditioning unit or wine cabinet from us online, is to be covered by you.

For your information, under the WEEE regulations:

- All new electrical goods should be marked with the crossed-out wheellie bin symbol and be disposed of separately from normal household waste.
- The amount of WEEE items we throw away is increasing by around 5% each year, making it the fastest growing waste stream in the UK. Recycling reduces the environmental and health risks associated with sending electrical goods to landfill deposit.

16. COMPLAINTS

You become the owner of the goods once we are paid in full together with any interest due, or when we deliver whichever date is the later; until you are the owner you must not use them, but return them to us on demand.

Without affecting any other provisions of these Terms of Business we will in no event be under any greater liability to you than the cost to you of the item you have bought and we shall not be obliged to discharge that liability until the item in question has been returned to us.

The proper law of this agreement is English law and disputes will be arbitrated in England

website



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