

ACTIVE FOOD SYSTEMS PLC STANDARD TERMS & CONDITIONS OF SALE ('this agreement')
Monday, 02 August 2021

In this Agreement,

the "Customer" means any person who places an order with Active Food Systems (either as a private consumer or as a business);

the "Goods"
means any items sold or supplied by Active Food Systems under an Order;

"Active Food Systems"
means Active Food Systems Limited - trading under the trade name Synergy Grill, a company incorporated in England with company number 03999270 and a registered address at Greenewable Business Park, Offord Cluny, Buckinghamshire

"Order"
means any request or order (via phone, or order to purchase the Goods, and;
the "Parties"
refers to the Customer and Active Food Systems

1. Validity

1.1 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 Active Food Systems Credit Account terms and conditions which, where conflict arises, take precedence over this Agreement.

1.2 Any Order is subject to acceptance by Active Food Systems. Active Food Systems is not obliged to accept any Order or to justify refusal of the same. Receipt of payment for Goods by Active Food Systems does not in itself constitute acceptance by Active Food Systems of the Order.

1.3 Active Food Systems may vary the terms and conditions of this Agreement from time to time by publishing new terms and conditions on the Synergy Grill website.

2. Goods being Sold

2.1 Descriptions and specifications for the Goods are set out on the Synergy Grill website at the time of the Order is placed.

2.2 Goods ordered in a specific colour are sold subject to stock availability.

2.3 If any Goods are unavailable or out of stock then Active Food Systems may cancel the Order in whole or in part and refund any monies paid or issue a credit note. Alternatively, Active Food Systems may vary the Order with the Customer's approval.

3. Terms of Payment and Payment Methods

3.1 The Goods shall be payable at the prices listed on the Synergy Grill price list at the time of the Order. Active Food Systems reserves the right to update prices from time to time and Active Food

Systems is under no obligation to honour the any previously release prices. A delivery and/or insurance charge may be payable in addition to the price of the Goods. All prices are quoted in British Pound Sterling.

3.2 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.

3.3 Occasionally an error may cause the price/description published or advertised for Goods to be incorrect, in which case Active Food Systems shall be under no obligation to honour the incorrect price or Order.

3.4 Payment for Goods and Delivery - 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. Active Food Systems 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.

3.5 Active Food Systems 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.

3.6 All Orders may be subject to further credit or security checks.

4. Delivery

4.1 Delivery prices is covered within the UK mainland as part of the purchase price.

4.2 Delivery of accessories and spares will be sent within the UK mainland subject to an Order within 48 hours, (with the relevant delivery charge) being accepted by Active Food Systems before 12.00pm 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 within 48 hours then delivery will usually be completed within 5 days.

4.3 Offshore/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.

4.4 Active Food Systems will use reasonable endeavours to meet delivery estimates in all cases however Active Food Systems cannot be held liable for any loss or damage due to delay in delivery.

4.5 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 and cleared for the Goods in question.

4.6 Goods delivered are used, stored and installed at the Customer's own risk and Active Food Systems 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 Active Food Systems to the Customer before delivery.

4.7 All Grills or other large equipment 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

5.1 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 not be entitled to a refund. Certain large or bulky items may also be subject to a restocking fee (usually £150). The carriage cost of returns is also chargeable for returned items.

5.2 Goods are guaranteed against defects in accordance with the terms of the Active Food Systems warranty or for 2 year from delivery unless otherwise stated. Goods reported faulty within the specified warranty period may be repaired, replaced or exchanged at Active Food Systems's discretion. Parts and labour under this warranty are guaranteed in the UK mainland only. Warranties include all parts of the grills except ignitors, bar grills, burner caps and ceramic stone which all are not covered within the warranty except for manufacturing defect. Any manufacturing defects of these parts must be reported to Synergy Grill within 30 days from delivery.

5.3 Goods that are missing from delivery or damaged due to delivery must be reported to Active Food Systems within 48 hours of delivery. Large Goods such as Grills must be inspected by the Customer on delivery for damage and an acceptance of delivery docket completed noting any damage that resulted from delivery.

5.4 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 and cleaning). Shelves, tray slides, castors and legs, fuses, keys, locks, glass, 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 Active Food Systems within 24 hours to qualify for replacement, repair or refund at Active Food Systems's discretion. 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 Active Food Systems. Active Food Systems 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 Active Food Systems's prior approval.

5.5 Statutory rights for Customers placing Orders as private consumers (as defined by law) are not affected.

6. Termination

6.1 Active Food Systems 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.

6.2 Active Food Systems 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.

6.3 Active Food Systems 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 Active Food Systems' reasonable control such as force majeure, act of God, adverse weather and government intervention, sanction or legislation.

7. Limitation of Liability

7.1 The Customer agrees that Active Food Systems 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. Active Food Systems 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 Active Food Systems's statutory liability for injury or death.

7.2 Goods sold are not insured for delivery unless otherwise confirmed by Active Food Systems.

8. Intellectual Property Rights and Confidentiality

8.1 Goods sold by Active Food Systems are subject to copyright 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 Active Food Systems harmless for any breach of said covenant.

8.2 The Customer's data protection and privacy rights under this Agreement are set out in Active Food Systems's privacy policy.

9. Jurisdiction

9.1 This Agreement is governed by English Law and the Parties shall be subject to the exclusive jurisdiction of the English courts.

9.2 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.