

ACTIVE FOOD SYSTEMS PLC - (Synergy Grill) STANDARD TERMS & CONDITIONS OF SALE

Tuesday, 08 September 2020

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" refers to any items supplied by Active Food Systems under a Purchase 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 Greenwable Business Park, Offord Cluny, Cambridgeshire.

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

1. Validity

1.1 This Agreement is the contract between the Parties and any Customer. Other terms and conditions will not apply unless expressly agreed in writing. By submitting an Order via a purchase order, the Customer agrees to apply the terms and conditions of this Agreement in priority over any other agreement between the Parties except if 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 why they have refused the order. 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 www.synergygrill.com at the time of the Order is placed.

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

2.3 Standard delivery terms are available on request from Synergy Grill. If any Goods are unavailable then Active Food Systems are entitled to 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 dealer section 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 any previously release prices. A delivery 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 Payment for Goods and Delivery- Active food systems will only accept an order when placed as a Purchase Order. 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 £30.00.

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 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 for grills. accessories and spares are subjected to delivery charges.

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 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 (£200) or 10% cost of the product (whichever of the two is higher) 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 for one year from delivery with a further one year upon registration of the product online. Refurbished grills come with a 6 month warranty with a further 6 months upon registration of the product online. 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.

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, bar grills, burner caps and ceramic stone, ignitors, castors and legs, fuses, 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 5 days to qualify for replacement, repair or refund at Active Food Systems's discretion.

5.5 Engineer call-outs and repairs carried out on non-warranty faults or defects will 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.

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

6 Installation

6.1 It is the customers responsibility to ensure that they comply with all legal and health and safety requirements in connection with installation of the grill into the premises.

This includes...

- Ensuring that the grill has correct power behind the grill (13amp plug point within 1 metre of the grill)
- Ensure that the grill has ¾ inch iron to the rear of the grill.
- Ensure the grill will be connected to a working interlock connection

7. Termination

7.1 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.

7.2 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.

7.3 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.

8. Limitation of Liability

8.1 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.

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

9. Intellectual Property Rights and Confidentiality

9.1 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.

9.2 The Customer's data protection and privacy rights under this Agreement are set out in Active Food Systems's privacy policy which can be requested directly from Synergy Grill.

10. Jurisdiction

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

10.2 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.