

George Robertson (Shetland) Ltd - Conditions of Sale

1 Definitions & Interpretation

- 1.1. In the conditions of Sales the following definitions apply:-
'Customer' means the person, firm, organisation or corporate body to whom and at whose request the Supply is made at a price ('the Price').
'Company' means George Robertson (Shetland) Ltd
'Supply' means all goods to be supplied and/or services to be carried out by the Company to the Customer pursuant to the Contract.
'Contract' means all contracts for the sale of the Supply by the Company to the Customer.
- 1.2 Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and neuter genders and vice versa.
- 1.3 The headings in these Conditions are inserted for convenience only and shall not affect their construction.

2 General

- 2.1 These conditions shall apply to all contracts for the sale of the Supply by the Company to the Customer to the exclusion of all other terms and conditions including any terms and conditions which the Customer may purport to apply under any purchase order, confirmation of order of similar document.
- 2.2 All quotations from the Company shall be regarded as invitations to treat. Unless otherwise stated in the Company quotation, they are valid for 30 days from the date thereof. All contracts of sales by the Company are completed when the Company accepts the Customer's order in writing or delivers the supply whichever is earlier.
- 2.3 Any variations to these Conditions and the Contract (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Company.
- 2.4 If any part of this Contract is held to be a violation of any applicable law, statute or regulation, it shall be deemed to be deleted from this Contract and shall be of no force and effect and this Contract shall remain in full force and effect as if that part had not originally been contained in the Contract.

3 Price, Payment and Title

- 3.1 The Price payable by the Customer shall be the Company's quoted price. This price is inclusive of VAT which shall be due at the rate ruling on the date of the Company's invoice.
- 3.2 Payment of the Price shall be due at the end of the month following the month of invoice by the Company, unless otherwise agreed by the Company. Time for payment shall be of the essence. All discounts in whatever nature are given by the Company on condition that the Customer makes prompt payment. If the Customer has failed to make any payment in accordance with the Contract the Company shall be entitled to re-claim for payment any discounts given to the Customer in the Contract and to immediately suspend all further deliveries and/or work.
- 3.3 The property of the Supply shall not pass from the Company until (1) the Customer shall have paid the Price including VAT in full, and (2) no other sums whatever shall be due from the Customer to the Company. Until such time as all such outstanding monies are paid in full the Customer shall keep the Supply stored separately clearly identified as the Company's property and shall hold the product as bailee only.

4 Delivery, Installation and Acceptance

- 4.1 The Company will do all that it reasonably can to deliver on the date requested. In the event of unforeseen circumstances, beyond reasonable control of the Company, the Company will contact the Customer and agree an alternative date.
- 4.2 Supply should be checked, and any product faults/defects/damages or shortages notified to us as soon as is reasonably possible after delivery.
- 4.3 In the event that the Contract includes installation work at site, the Customer shall give access to the premises to the Company, its agents, servants and workmen at all reasonable times to enable the Company to execute the work. The Customer will ensure that the premises on which the Supply is to be installed are in a safe condition. It is the Customer's responsibility to ensure that suitable services are available for the installation of the Supply. If in any doubt the Company should be contacted prior to installation.
- 4.4 Unless otherwise agreed installation includes connection to suitable isolated services within 1.5 metres of the Supply's location.
- 4.5 Whilst every care will be taken by the Company, it shall not be responsible or liable for any damage caused to the existing

decorations, flooring or plaster work which is necessary on the execution of the work, unless the Company has been negligent. Cuts and holes made to allow for the work will be made good temporarily but not permanently secured, finished or decorated.

- 4.6 Please ask a member of staff for specific details on out installation charges and their definitions/meaning. Separate document available on request.

5 Conditions of Equipment/Guarantee

- 5.1 If the Supply fails to conform with the contract, the Company will undertake to repair, replace or refund in accordance with its legal obligations.
- 5.2 Where the Supply fails or ceases to function within the manufacturer's warranty period, as a result of inherent electrical or mechanical defect within the equipment, the Company will undertake to repair the Supply free of charge, provided that no alterations, additions or repairs have been made to the Supply by unauthorised persons. The Company will not be liable to the Customer for any food loss suffered by the Customer.
- 5.3 Nothing in the Contract shall restrict or exclude liability for death or personal injury caused by the Company or the Contract or affect the statutory rights of a Client dealing as consumer.

6 Replacement Parts/Guarantee

- 6.1 All replacement parts supplied or fitted by the Company will be genuine parts from the original manufacturer, except, where these are not available, such alternative parts will be used, as the Company, in our reasonable discretion, consider to be suitable.
- 6.2 Replacement parts will be covered by a guarantee of six months.

7 Return of Unwanted Items

- 7.1 All returns must be authorised by the Company prior to return with a reason for return.
- 7.2 Non-authorised returns will only be credited at the discretion of the Company.
- 7.3 Only return of new, unused Supply in the original packaging complete with proof of purchase will be considered.

8 Return of Old Electrical Equipment

- 8.1 The customer has 28 days to bring back their waste electrical item for free safe disposal by the Company under WEE Regulations.

9 Default

- 9.1 If the Company at any time considers that the Customer is or may be unable or unwilling to pay the purchase price of the Supply, the Company shall be entitled to withhold delivery of the Supply or its installation until receipt of payment of the purchase price.

10 Fulfilment of Obligations

- 10.1 The Company shall fulfil its obligations to the Customer within a reasonable time.

11 Health and Safety Act

- 11.1 The Customers attention is drawn to the provisions of Section 6 of the Health and Safety at Work etc Act 1974 (as amended, re-enacted, or extended). The Company will make available on request information relating to the design, construction and installation of the Supply to ensure that, so far as is reasonably practicable, it is safe and without risk to health when properly used. The Customer hereby undertakes to take such steps as are necessary to ensure that the Supply is safe and without risk to health and shall make available appropriate information about the Supply to its employees.

12 Third Parties

- 12.1 Nothing in these Conditions confers or purports to confer on any third party any benefit or any right to enforce any term in these Conditions.

13 Miscellaneous

- 13.1 The rights and remedies set out in these Conditions are cumulative and shall be in addition to any other rights or remedies provided by law.
- 13.2 If any provision of this Contract is held to be invalid or unenforceable it shall be severable from and shall not affect the remaining provisions.
- 13.3 If the Customer is situated in the UK: For a Contract which is concluded in Scotland, the Contract shall be governed by the laws of Scotland and the parties hereby submit to the exclusive jurisdiction of the Scottish Courts. If the Contract is concluded elsewhere in the UK, the Contract shall be governed by the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.