

General conditions and terms of sale

1. The Agreement is concluded at the time the first order for goods or services is submitted to the Vendor by the Purchaser and is accepted in writing by the Vendor. Agreements for online orders are concluded at the moment the pro forma invoice is sent out from the Vendor to the Purchaser following the latter's electronic order.

1.1. In accepting the Agreement referred to above the Purchaser acknowledges their understanding and acceptance of the general terms and conditions as declared here and since these are communicated together with every electronic order form, are 'linked' to the invoice and are stated online. Under no circumstances does UK VENDING LTD (the Vendor) accept terms and conditions other than these terms and conditions, otherwise expressly confirmed by the Vendor in writing.

1.2. Ownership of the goods is transferred at the moment of delivery but is explicitly suspended until such time as payment in full has been made of the delivery price for the goods, of the interests and of the costs.

1.3. Risk transfers to the Purchaser at the moment the Agreement is concluded. From that moment on, therefore, every shipment of the goods (even carriage paid) is at the Purchaser's risk and expense unless expressly agreed otherwise by the Vendor in writing.

2. The Vendor's quotes shall under no circumstances be considered binding.

2.1. The delivery periods are, even when mentioned on a signed order form or on our website, for information purposes only and are in no way binding on the Vendor. Under no circumstances shall the Vendor be held liable for late deliveries.

2.2. The agreed prices, even after the pro forma invoice has been issued and sent, may be changed as a result of increases in costs over which the Vendor has no control (increases in cost of materials, labour, social contributions, taxes, transportation, foreign exchange, etc. This list is not exhaustive). VAT as well as all transportation costs as agreed with the Vendor are always at the Purchaser's expense.

3. The full price must always be paid by the Purchaser and received by the Vendor prior to delivery and within ten days of remittance of the pro forma invoice for all orders from UK VENDING LTD, for all orders for goods and/or services from UK VENDING LTD excepting only:

3.1. where there exists an agreed Credit Account with UK VENDING LTD which has been requested in writing by the Purchaser, agreed to in writing by UK VENDING LTD and has been maintained in good order by the Purchaser in accordance with the terms agreed in writing with UK VENDING LTD, or

3.2. is/are the subject(s) of a completed Hire or Finance Agreement (the Agreement) brokered by or underwritten by UK VENDING LTD and which has been accepted by both parties to the Agreement and which at time



of dispatch of the goods is in good order, i.e. to the satisfaction of UK VENDING LTD, or

3.3. both the previous paragraphs apply: i.e. goods and/or services are supplied through a mixture of agreed Credit Account in good order or a Hire or Finance Agreement in good order.

3.4. For every first order from UK VENDING LTD or UK VENDING LTD by a new Purchaser, the Purchaser must pay the full price prior to delivery, insofar as this need not be paid in full beforehand pursuant to the previous paragraph.

3.5. The term of payment for all pro forma invoices is ten days following remittance of the pro forma invoice.

3.5.1. For UK VENDING LTD's pro-forma invoices, the term of payment is ten days as from the date of the invoice; for UK VENDING LTD credit account invoices, the term of payment is thirty days from the end of the month in which the invoice was issued unless otherwise specifically agreed in writing with the Purchaser, or unless payment in cash is required pursuant to the previous paragraph.

3.6. Where payment is due under a signed Direct Debit Mandate (the DDM) the DDM forms part of the Agreement and the payment is due to the Vendor within ten days of the date of the invoice. No other payment terms are acceptable under the terms of this Agreement and the Purchaser accepts that notwithstanding any in-house arrangements which may be present within their organisation to pay debts due Direct Debit Mandate payments due to the Vendor by the Purchaser must be paid within ten days of the date of the invoice and late payments may attract penalties as noted in 3.7 below.

3.7. In case of non-payment of the invoice amount in full or late, any amounts still owing are legally and without any notice subject to interest on arrears at a rate of 8% per year, which time runs as from the invoice due date, and this in addition to a lump-sum compensation amount of £40 GBP for debts net of VAT which are under £1000 GBP or £70 for all debts net of VAT which exceed £1000. See Late Payment of Commercial Debts (Interest) Act 1998 and Late Payment of Commercial Debts Regulations 2002.

3.8. Any challenges of the invoice must be sent, duly reasoned, to the Vendor's registered office within eight business days of the invoice date on penalty of loss of rights for failing to observe the time limit.

3.9. Duly reasoned challenges relating to the delivered goods must be sent to the Vendor's registered office within two business days following receipt of the goods on penalty of loss of rights for failing to observe the time limit.

3.10. If the Purchaser remains in default, that is, after the expiration of eight days after having served notice by registered mail, this default of the Purchaser may be invoked by the Vendor as a unilateral breach of

the Agreement by the Purchaser.

3.11. In the event of rescission or breach of the Agreement to the prejudice of the Vendor, or if the Purchaser cancels the order in part or in its entirety, whether before or after delivery, the Vendor has a right to lump-sum damages of 10% of the agreed upon total price with a minimum of £100 GBP, without prejudice to the right of the Vendor to prove and claim greater damages. Any advances paid by the Purchaser shall, in any case, never be returned and shall be, without exception, definitively retained by the Vendor.

4. Circumstances of *force majeure* and causes that can be traced to our suppliers, carriers or the postal services, weather conditions and so on suspend the execution of our obligations. Furthermore, the Vendor, in such circumstances, retains the right to choose to rescind the Agreement without such rescission resulting in a right in the Purchaser to claim damages.

5. Unless otherwise specifically provided and stated in the special terms and conditions, the Vendor does not offer the Purchaser any guarantee other than the manufacturer's guarantee, for which the terms and the conditions are specified in the guarantee document that is delivered to the Purchaser.

5.5. Any possible guarantee period stipulated in the special terms and conditions shall never exceed a manufacturer's guarantee period that is shorter.

5.6. The Purchaser is reasonably expected to have established any visible defect and reported such no later than 48 hours after delivery of the goods; the Purchaser takes it upon himself to inspect the goods within this term. On expiration of the 48 hours after delivery of the goods, the defect, barring evidence to the contrary, will be considered to have occurred after the time of delivery of the goods.

5.7. On penalty of loss of right of the guarantee, the Purchaser shall notify either the Vendor or the manufacturer of any defect without delay and in writing and such within eight days of the day the Purchaser established the defect. The burden of proving this timely notification lies with the Purchaser.

5.8. The Purchaser's legal claim based on the guarantee expires after six months from the day on which the Purchaser established the defect, such, however, without exceeding the manufacturer's term of guarantee. The guarantee shall not cover circumstances that include, but are not limited to: non-visible or non-identifiable defects; defects the Vendor was unaware of at the moment of delivery; minor defects; defects that were not present at the moment of delivery; defects the Purchaser was aware of or of which he could reasonably be assumed to have been aware at the moment the Agreement was concluded; abnormal requirements as regards the quality (characteristics, properties and measures) and the use of the goods, considering the nature of similar goods; defects resulting from negligence on the part of the Purchaser or as a result of inadequate maintenance by the Purchaser, faulty installation by the Purchaser, use or changes carried out by the Purchaser on the delivered goods, defects which are in any

way whatsoever in connection with the plumbing or electrical supply on the premises of the Purchaser howsoever caused whether or not connected to the goods supplied by the Vendor.

5.8.1. Any defect or default of any kind which relates to the plumbing or electrical installation is at all times and without exception excluded from the guarantee. The guarantee is limited to the equipment supplied: i.e. the named machine or specified hardware or consumable goods. Items like and including plumbing including pipework and filters and all electrical connections and fixtures are deemed to be connections to the Purchaser's existing plumbing or in the case of electrical installation including wiring the Purchaser's existing electrical system and is excluded from the guarantee as far as the law allows.

5.9. The guarantee is limited without exception to the replacement of the goods or the value of the goods whichever is deemed by the Vendor to be the lowest cost option in the event of a failure of the goods within the guarantee period or term.

5.10. Contingent liability is excluded as far as the law allows.

6. If any provision or part of a provision is declared null, this will in no way render null and void the whole provision or the remaining general terms and conditions of this Agreement.

7. Disputes regarding the establishment, the interpretation or the execution of the agreement are exclusively subject to the law of the registered office of the Vendor i.e. England and the parties to this Agreement submit to the jurisdiction of the English Courts.

7.1. If there is a connection between two or more disputes, the related disputes shall be exclusively subject to the law of England and be under the exclusive jurisdiction of Courts in England.

8. This is the whole of the Agreement and no other terms or conditions whether expressed in writing or orally are deemed to be part of or to influence this Agreement or the parties to it. In accepting this Agreement the parties to it acknowledge that they have relied on their own due diligence when and prior to entering into this Agreement and not any offer, incentive or inducement outside of this Agreement whether expressed orally or in writing.

8.1. This Agreement incorporates all Terms and Conditions agreed between us and can only be varied by a document signed by both of us.

8.2. Any forbearance or indulgence granted by us to you shall not constitute a waiver of any right or remedy which we would otherwise have had against you.

8.3. Notwithstanding the termination of this Agreement our rights in relation to the Equipment and any payments due thereunder shall continue to be regulated by this Agreement.



8.4. You may not assign, mortgage, charge or sublet this Agreement. We reserve the right to transfer or to charge the benefit of this Agreement to any person at any time in our absolute discretion.

8.5. Any notice served hereunder shall be sufficiently served if sent by first class post to your usual or last known place of business and shall be deemed to have been received by you forty-eight hours after posting.

APPENDIX 1

CONSUMER CREDIT ACT 1974 - This section is only applicable if credit is sought by you from the Vendor or is offered to you by the Vendor whether via a Hire Agreement or Finance Agreement for goods and/or services to be supplied to you or where a credit account has been sought by you or offered to you.

Unregulated Agreement

If you are a Body Corporate or if the total payments due under this Agreement are greater than the designated threshold this Agreement will not be regulated by the Act. Any statement in this Agreement or any copy of this Agreement or in any notice we serve concerning the Act will not apply

Regulated Agreement

If you are not a Body Corporate or if the total payments due under this Agreement are not greater than the designated threshold this Agreement will be regulated by the Act. If you would like to know more about the protection and remedies provided under the Act, you should contact either your local Trading Standards Department or your nearest Citizen's Advice Bureau.

APPENDIX 2

About your credit Agreement

This document has been written in plain English to help you understand it. UK VENDING LTD is appropriately licensed to offer credit. However, to assist our customers and subject to status, we do offer our own Hire Agreement and Credit Accounts with appropriate limitations. You may find it helpful to refer to the checklist set out below and consider applying these to your decisions when entering into Credit arrangements:

- Be clear within your own organisation who can sign such agreements
- Ensure that the supplier of any goods or equipment involved is reputable and an accredited supplier of the equipment involved.
- Ensure with the supplier that the equipment is new, or if not, that you are content that refurbished or used equipment is suitable
- Ensure that the completed Agreement corresponds with any verbal or written quotation supplied via the sales-person or negotiator involved. Such verbal or written quotation will cease to have bearing once you have entered into the Agreement.
- Read your Agreement / Contract carefully before signing it and ensure it is correct, particularly in respect of the rental amount and the period of hire or repayment terms. Never sign an agreement that is not fully completed.
- Make sure you understand and agree with all terms and conditions of the Agreement / Contract, if you are unsure, seek advice before you sign the Agreement / Contract.
- Make sure you understand the costs involved and whether the agreement allows for any

automatic increases in charges.

- Check the period of hire and notice period required for its termination and the settlement term to be applied on early termination.
- Ensure that the length of the agreement is not longer than expected working life of the equipment involved.
- Check whether the agreement includes the supply of service(s) and whether this will continue after any minimum or initial period of hire. If you are entering into a separate contract for the provision of service you should check its terms carefully.
- If any amendments are made to your contract or a further contract is required to replace an existing agreement – don not sign until you have made the same checks as you did for the original.

APPENDIX 3

The Direct Debit Guarantee



- This Guarantee is offered by all the Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.
- If the hire/rental/other amounts to be paid or the payment dates change UK VENDING LTD will notify you at least ten working days in advance of your account being debited or as otherwise agreed.
- If an error is made by UK VENDING LTD or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount taken from your account.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.



APPENDIX 4

How to contact us

We are:

UK Vending Ltd, Fort Bridgewood, Maidstone Road, Rochester, Kent, ME1 3DQ

UK Vending Ltd is a family owned company, founded in 1969.

Registered in England Number: 952912
VAT Registration Number: 203 1900 22
Credit Licence Number: 073194

Tel: 01634 304444
Fax: 01634 404055
Email: info@ukvending.co.uk
Web: www.ukvending.co.uk

If you have any questions or queries about this agreement, please contact our Customer Experience Team on:

Customer Helpline: 01634 300202
Email: support@ukvending.co.uk