

AGREED TERMS**DEFINITIONS**

1. **Start Date:** the date when the warranty starts is set out in Schedule 1.
2. **End Date:** the date when the Warranty ends is set out in Schedule 1.
3. **Equipment:** the equipment, details of which are set out in Schedule 1.
4. **Intellectual Property Rights:** all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, semi-conductor topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world. **Intellectual Property Right** means any one of the Intellectual Property Rights.
5. **Price:** the price for the Warranty as set out in Schedule 1.
6. **Records:** all documents of title and certificates for the lawful operation and use of, and all service documents, and relating to the **Equipment**.
7. **VAT:** value added tax chargeable under the Value Added Tax Act 1994.

TERMS AND CONDITIONS OF SUPPLY

8. If Buyer purchased this warranty via our website, Buyer agrees to be bound, to the extent applicable, by our website terms and conditions of supply which can be found in Schedule 1 [iii].
9. To the extent there is any conflict between these terms and conditions and the website terms and conditions of supply referred to in condition 8. in respect of the extended warranty, these terms and conditions will take precedence.

DURATION AND PRICE

10. Subject to conditions 13. to 23., Seller will rectify defects affecting the **Equipment** which are clearly attributable to material and/or manufacturing faults, provided they are reported immediately after being identified, after the **Start Date** and before the **End Date**.
11. Warranty provision for the standard warranty period will be free of charge.
12. Warranty provision for the extended warranty period will be subject to payment by Buyer to Seller in full and cleared funds of **Price** within 3 days of Buyer's purchase of the **Equipment**.

SCOPE OF THE WARRANTY

13. Service may not be available to all the islands around the UK. Please check with Buyer's retailer or contact our customer service department.
14. Included warranty and extended warranty is not available where the **Equipment** is used in a mobile setting, such as ice cream van or catering trailer.
15. The warranty does not extend to: a. Fragile items such as lids and panels or cosmetic parts or consumable items. b. Minor variances from nominal features of no significance to the **Equipment** value or fitness for purpose. c. Damage caused by the chemical or electrochemical effects of water, and d. Exceptional environmental conditions,

inappropriate operating conditions, or the **Equipment** having come into contact with unsuitable ingredients.

16. This warranty does not apply to loss or damage outside of our reasonable control, such as transport damage for which Seller are not responsible, improper installation and assembly, improper use, lack of correct maintenance or failure to observe operating or assembly instructions.
17. Seller reserve the right to invalidate this warranty: a. If repairs or other interventions are performed by persons not authorised by Seller to take such action, or if **Equipment** are fitted with non-original spare parts, extras or accessories, or b. In the event of physical or verbal abuse towards any member of our staff.
18. Seller will decide whether rectification of defects will take the form of a repair or the replacement of the **Equipment**. Some **Equipment** that can reasonably be transported or posted may need to be returned or shipped to our service centre for repair. Seller will bear the costs of such transportation. Otherwise **Equipment** will be repaired at Buyer's premises. Replaced parts pass into Buyer's ownership.
19. Where Seller supplies replacement Equipment, Seller reserves the right to charge an appropriate monetary offset in respect of the period of proper and uninterrupted use already enjoyed.
20. Services or parts provided under warranty neither extend the warranty period nor commence a new warranty period. The warranty period for spare parts fitted ends with the expiry of the warranty period of the **Equipment**.
21. These warranty conditions apply to **Equipment** purchased in the United Kingdom only, subject to condition 13..

CANCELLATION AND TERMINATION

22. Buyer may cancel the warranty for the extended warranty period by providing written notice to Seller within 14 days from the date of this agreement. Written cancellation notice should be sent to the recipient defined in Schedule 1. Upon receipt of valid notice under this condition, Seller will provide a full refund of the price paid for the extended warranty period provided that no claim has been made during the extended warranty period.
23. Cancellation of the contract for the extended warranty period does not affect the standard warranty period.

LIMITATION OF LIABILITY

24. Subject to condition 26., if Seller fail to comply with these terms and conditions, Seller shall only be liable to Buyer for the price paid for the extended warranty and, subject to condition 26., any losses that Buyer suffer as a result of our failure to comply (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) which are a foreseeable consequence of such failure.
25. Subject to condition 26., other claims in respect of compensation for indirect or consequential loss under this contract are, to the fullest extent permitted by law, excluded.
26. Nothing in this agreement excludes or limits our liability for: a. Death or personal injury caused by our negligence. b. Fraud or fraudulent misrepresentation. c. Defective products under the Consumer Protection Act 1987, or d. Any other matter for which it would be illegal for Seller to exclude or attempt to exclude our liability.

TRANSFER OF RIGHTS AND OBLIGATIONS

27. The contract between Buyer and Seller is binding on Buyer and Seller and on their respective successors and assignees.
28. Buyer may not transfer, assign, charge, or otherwise dispose of this contract, or any of Buyer's rights or obligations arising under it, without our prior written consent.

29. Seller may transfer, assign, charge, sub-contract or otherwise dispose of this contract, or any of Seller's rights or obligations arising under it, at any time during the term of this contract. Events outside our control

30. Seller will not be liable or responsible for any failure to perform, or delay in performance of, any of Seller's obligations under this contract that is caused by events outside our reasonable control (force majeure event).

31. A force majeure event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following: a. Strikes, lock-outs or other industrial action. b. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war. c. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster. d. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport. e. Impossibility of the use of public or private telecommunications networks, and f. The acts, decrees, legislation, regulations or restrictions of any government.

32. Seller's performance under this contract is deemed to be suspended for the period that the force majeure event continues, and Seller will have an extension of time for performance for the duration of that period. Seller will use our reasonable endeavours to bring the force majeure event to a close or to find a solution by which our obligations under this contract may be performed despite the force majeure event. Waiver

33. If Seller fails, at any time during the term of this contract, to insist upon strict performance of any of Buyer's obligations under this contract or any of these terms and conditions, or if Seller fail to exercise any of the rights or remedies to which Seller are entitled under this contract, this will not constitute a waiver of such rights or remedies and will not relieve Buyer from compliance with such obligations.

34. A waiver by Seller of any default will not constitute a waiver of any subsequent default.

35. No waiver by Seller of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to Buyer.

36. Severability: If any of these terms and conditions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

GENERAL TERMS

37. After making payment for the extended warranty online or over the phone, Buyer will receive an e-mail or letter from Seller confirming that Seller has received Buyer's payment. The contract for the extended warranty between Buyer and Seller will only be formed when Seller sends Buyer this confirmation.

38. Buyer agrees to be bound by the terms and conditions set out herein in respect of the extended warranty Buyer has purchased.

39. By entering this contract, Buyer warrants that Buyer is legally capable of entering into binding contracts and are at least 18 years old

40. These terms and conditions and any document expressly referred to in them constitute the whole agreement between Seller and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between Buyer and Seller relating to the subject matter of this contract.

41. Seller and Buyer each acknowledge that, in entering into this contract, neither relies on any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or the documents referred to in them.

42. Buyer and seller agrees that our only liability in respect of those representations and warranties that are set out in these terms and conditions (whether made innocently or negligently) will be for breach of contract.

43. Variation to these terms and conditions: Seller may vary these terms and conditions from time to time provided that such changes do not materially affect the nature and quality of the warranty provided hereunder. Any such changes will be notified to Buyer as soon as is reasonably practicable.

44. Governing law and jurisdiction: Any dispute or claim arising out of or in connection with this contract, its subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such contracts or their formation (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the courts of England and Wales.