



VISSMANN REFRIGERATION SYSTEMS UK LIMITED TERMS & CONDITIONS

May 2018 Parts & Labour Warranty: UK only definition

In addition to the general guarantee provisions stated under clause 10 of our terms and conditions of sale our warranty applies to equipment manufactured by Viessmann Refrigeration Systems and equipment bearing the same nameplate and has a Viessmann serial number.

We undertake, in conjunction with the supplying agent, distributor or representative, to repair free of charge during our standard business hours any such piece of equipment or part thereof which is found to be faulty in either materials or workmanship subject to the further conditions below:-

Warranty terms and products covered we offer a 12 months warranty from our original date of sale unless otherwise agreed or stated in the sale terms.

Warranty terms our warranty is offered where the equipment has been installed correctly by a Viessmann approved engineer or installation partner and has not been subject to misuse or abuse and is functioning incorrectly.

The equipment was purchased by the authorised supplying distributor direct from Viessmann Refrigeration Systems and not through a wholesaler or other supplier whose warranty terms may be different.

The Warranty Policy shall be non-transferable. Replacement of defective equipment can only be made with the approval of Viessmann Refrigeration Systems.

Any repair under warranty will only be carried out with the product in its position of operation or in a suitable location on the customer's premises. If the product has to be removed for security or any other reason, this will be subject to additional charge (may include hydrocarbon charged equipment).

Warranty work will be covered by Viessmann Refrigeration or by one of its appointed service agents between the hours of 8.00am and 5.00pm Monday to Friday.

Any works undertaken outside of these hours are chargeable.

Response time We aim to respond to all warranty related claims within 3 working days or as soon as practicable

Claims Procedure If a customer wishes to make a claim under the terms of this warranty, the following procedure should be observed:



1. Contact the supplying agent, representative or distributor in writing setting out the basis of the claim.
2. Quote the equipment model, serial number and date of installation. The serial number is located on the product identification plate inside the cabinet, modular product door frame or similar location. It is recommended that operators should also record the serial number on the operating instruction booklet supplied with the product.
3. Contents risk and insurance responsibility remains at all times with the customer.

Exceptions to Standard Warranty

1. The Standard warranty applies to equipment located in Mainland GB only and excludes locations subject to restricted or secure access, offshore and marine applications.
2. Additional time and travel charges may be applied to the following locations – Isle of Wight, Channel Islands, Isle of Man, Northern Ireland and Scottish Isles.
3. Any fault that is not reported within 10 working days of being discovered.
4. Service calls to equipment under warranty, or service call out prevailing rate. We reserve the right to apply time travel & call out charges if no fault is found with the product or access is either restricted or denied to our attending engineer.
5. No claim shall exceed the original selling price.
6. Claims for Food and / or contents stored in the equipment supplied (including pharmaceutical or other items) and any consequential loss how so ever arising are excluded under our warranty terms.
7. Components including gaskets, doors, drawers, handles, shelves, tray slides, all internal fixings, plug and lead, connectors, the outer shell, castors / legs, food probes, refrigerant and blockages as well as consumable items such as (but not limited to) batteries, fuses, light bulbs, printer cartridges, keys, glass and paper roll.
8. Equipment manufactured to the customers' own design, we will not be liable for any defect, non-performance or improper operation of the equipment arising from any drawing design or specification supplied by the customer, their representative or agent.
9. Second hand equipment.
10. The customer uses or installs the equipment in such a way that it exceeds its design envelope or operates the equipment at control parameters other than those provided as standard factory settings.



11. The customer fails to observe commonly accepted operating practices.
 12. The customer has not properly cleaned or maintained the equipment or carried out necessary servicing, including cleaning of the condenser, in accordance with instructions, literature or directions issued by Viessmann refrigeration. (Operating Instructions are supplied with all equipment but also available by contacting us)
 13. Equipment fails through improper installation by others, misuse, abuse, accidental damage, power loss or fluctuations, fire, flooding or acts of god.
 14. Any third party item(s) connected to the equipment that may affect performance.
 15. The customer permits persons other than those authorised by Viessmann Refrigeration to perform or affect repairs or adjustments to the equipment.
 16. If authorised representatives of Viessmann Refrigeration are denied full and free rights of access to the equipment for inspection during normal business hours as previously stated.
 17. If repairs are made using spare parts or replacement items not supplied or preauthorised by Viessmann Refrigeration.
 18. The initial equipment supply date shall apply for warranty validity for the subsequent supply of replacement of parts or products
- Extended Warranty Extended Warranty offers the opportunity to protect your equipment (subject to conditions outlined) for an additional period of up to 5 years inclusive of original warranty periods. Should you require Extended Warranty, state on your order or notify the Dealer or Viessmann Sales Manager at the time of purchase and they will be able to arrange it for you. To ensure your Extended Warranty Policy remains valid, at least one maintenance / service visit per year must take place in years 2, 3, 4 and 5

Delivery Terms

Deliveries are subject to stock availability. You will be notified in advance of a delivery date.

Kerbside delivery is to external areas with clear access, and no double lines (enforced parking restrictions), vehicle size limitations, red routes, road or building works.

Delivery days are Monday to Friday inclusive 8.30am to 4.30pm Delivery days and times are estimates only, and while we will take all reasonable actions to meet these estimates, these can vary without notice, due to conditions beyond our control.

Delivery Prices are for UK mainland only. Ireland, Highlands and Islands are POA.

Cancellation on delivery Cancelled orders of delivered product will be subject to a transport re-stocking fee of £250 delivery in addition to the cancellation charge.



Collection or removal of existing refrigeration – This is not included within our service unless agreed in advance and equipment must be ready for immediate removal. £POA

Collection of redundant equipment will be on a one for one basis. Collection only will be by specialised waste collection service.

Ensure old cabinet is ready for immediate collection and despatch, at the time of delivery of new cabinet.

Aborted collection will be charged as cancellation charge.

Cancellation Charge We reserve the right to charge an appropriate cancellation charge or actual cost whichever is higher.

Packing Normal delivery price includes cardboard packing suitable for UK mainland deliveries. Increased packing specifications suitable for trans-shipping (standard cardboard packing banded to wooden pallet with heavy duty cardboard corners, packed single stack only) are charged as additional cost

All prices are subject to change without notice. VRS UK offer 12 months Labour and Materials warrantee from the hand over date/commissioning date and must be agreed by both parties.

Where necessary, should there be delays which are not of the making of VRS UK Ltd, and a handover cannot be carried out, VRS UK Ltd reserve the right to set a date where by the warrantee commences. Our warranty is conditional on the equipment being regularly cleaned and maintained.

Any additional period of warrantee must be covered by a Planned Preventative Maintenance (PPM) contract. Costs are dependent on the size of equipment/installation.

The following items are standard exclusions and are excluded from the warranty period or affect any warranty.

- A. Light blubs
- B. Door Seal
- C. Blocked drains
- D. Failure due to fluctuation or loss of electrical supply, or electrical repairs
- E. Carnages or any form of access material
- F. Lifting equipment
- G. Equipment modification or redesign
- H. Fire, wind or flood damage
- I. Force major or act beyond the reasonable control of VCT
- J. Faults caused by third parties
- K. Vandalism or customer damage to equipment
- L. Cold room cosmetic and fabrication repairs including strip curtains
- M. Spillages of food or drink

- N. Icing up, where strip curtains were recommended within a quotation but excluded from the installation at the customer's request and the icing up is deemed to be as a result of warm air ingress
- O. Faults caused by high ambient conditions internal and external
- P. Failures due to blocked condensers or poor ventilation
- Q. Stock loss insurance
- R. Items or equipment not installed by VRS UK
- S. Repairs carried out by non VRS UK recommended parties invalidates any warrantee

Site Requirements Excluded from Tenders/Quotes

- I. We require clear access during normal working hours. Our quote is based upon work being carried out during normal working hours 8.00- 1800, in one continuous period free from disruption or delay by others.
- II. We require a hard, clear, smooth and level floor for the erection of the cold room. Level is +/- 5mm in 3000mm.
- III. We require free use of facilities, electrical power and safe free parking for vehicles.
- IV. If on site where waste bins or skips are not provided, we cannot guarantee that waste materials can be cleared from site on the same day. We will try to clear waste materials as soon as practically possible. Dispose of all waste materials will be carried out in a safe and responsibly manner.
- V. We require suitable access to allow delivery of cold room panels to the point of installation. Our maximum size panel is 3000mm x 1200mm. Access to a goods lift will be required if for a non-ground installation.
- VI. We require a power supply at the time of installation, this will avoid additional visits to site to commission or fault find. These will be deemed additional costs.
- VII. Suitable provision must be made for defrost condensate waste water if required. We will run drain to an external wall of our cold room.
- VIII. Acoustic housing
- IX. Any Asbestos work
- X. Cable tray – unless specified

Tender/Quote Exclusions:

The following items are standard exclusions and are excluded from our quotation:

- A. Provision of electrical isolators and mains electrical power.
- B. Provision of safe storage on site.
- C. Building
- D. Provision of protection to cold room installation before or after commissioning and handover.
- E. Provision of any infill's around the cold room/s, unless otherwise specified.
- F. Temperature monitoring or recording equipment, emergency lighting, shelving, condensate pumps, and bumper rail panel protection, vision panels, unless otherwise specified within the quotation.
- G. Provision of cranes, scaffold or lifting equipment unless otherwise specified within the quotation.
- H. Any item not specifically mentioned within any tender supplied by VRS UK Ltd.

- I. Building works of any description, including the provision of holes through walls floor's or ceilings etc.

WEEE: It is the responsibility that the end user of our products knowingly accepts responsibility for financing the cost of collection, treatment, recovery and environmentally sound disposal at end of life. The seller is required to act as a conduit for the agreement between the end user and us the manufacturer. The seller must ensure that the end user is fully aware that they knowingly accept responsibility for the end of life disposal and cost.

1. Definitions and full terms and conditions

- 1.1. "Buyer" Means the person firm or company who buys or who agrees to buy the goods from the Seller or to whom price lists, quotation and tenders shall be – submitted
- 1.2. "Conditions" Means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller
- 1.3. "Delivery Date" Means the date specified by the Seller when the goods are to be delivered.
- 1.4. "Goods" Means the articles which the Buyer agreed to buy from the Seller
- 1.5. "Price" Means the price for the Goods on the basis of labour and material costs prevailing at the date of submission (excluding carriage, packing insurance and VAT)
- 1.6. "Seller" Means Viessmann Refrigeration Systems LIMITED a company incorporated in England whose registered office is at Hortonwood 30 Telford Shropshire TF1 7YP Registered at Cardiff 03607457

2. Conditions Applicable

- 2.1 These conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order, confirmation of order or similar document.
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions. Confirmation of order by the Seller shall be deemed to be acceptance by the Seller.
- 2.3 Acceptance of Delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions as will the Buyer's signature on any order form.

2.4 Any variation to these Conditions (including special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

3. The Price and Payment

3.1. The payment for the Goods is based on our pricing supplement or on our conditions of payment, as they were sent to the customer. The prices can also be based on a reference to the items in question in our price and work value catalogue or by specifying how the price is to be calculated.

3.2. The purchase price is due when the goods are completed and ready for collection at the Seller's premises. Time for payment shall be of the essence.

3.3. The price shall be the Seller's quoted price as per its standard list, which shall be binding on the Seller. The Seller may by giving notice to the Buyer at any time up to seven days before delivery increase the price to reflect any increasing costs to the Seller which is due to factors occurring after the making of the contract of sale and which are beyond the reasonable control of the Seller (including without limitation foreign exchange fluctuations, tax, duties and costs of labour materials and other manufacturing costs). Provided that the Buyer may cancel the contract within seven days. The price is exclusive (of VAT which will be due at the rate prevailing on the date of the VAT invoice).

3.4. If the customer desires delivery without immediate payment the customer may claim the defence of a non-fulfilled contract only if he provides security for the retained amount.

3.5. Payment terms are highlighted within individual order confirmations but in all cases unless agreed by a Director all payments must be made within 30 days of the rental invoice date in full.

3.6. Late payment charges can be applied at Bank of England base rate plus 8% for any overdue monies.

3.7. In the event of non-payment legal proceedings may be undertaken and equipment can be removed. All associated costs including legal costs, court costs, debt collection agency costs and associated recovery costs can be added to the outstanding debt.

4. The Goods

4.1. The description of the Goods shall be set out in the Seller's standard acknowledgement form quotation or tender.

5. Warranties and Liability

5.1. The Seller warrants that:

- 5.1.1. The Goods at the time of delivery correspond to the description given by the Seller
- 5.1.2. The time quoted for completion of any order or contract shall become operative from the date of acceptance by the Seller or upon receipt by the Seller of all necessary information from the Buyer whichever is the later. The Seller will use its best endeavours to adhere to the Delivery Date.
- 5.1.3. No warranty is implied or given concerning the suitability of the product for the Seller's purpose or intended use of the product.
- 5.1.4. Subject as expressly provided for in these Conditions all warranties, Conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by the law.

6. Delivery of Goods

- 6.1. The Goods shall be delivered to the Buyer at Seller's address.
 - 6.1.1. If the Buyer requests it the Seller shall arrange for the carriage of the Goods to the Buyer's address. The cost of the carriage and any insurance which the Buyer reasonably directs the Seller to place shall be reimbursed by the Buyer without any set off or other withholding whatever and shall be due on the date for payment of the Price. The carrier shall be deemed to be the Buyer's agent.

7. Acceptance of the Goods

- 7.1. The Buyer shall be deemed to have accepted Goods upon delivery to the buyers.
- 7.2. If the Buyer wishes to make a claim against the Seller in respect of the Goods then written notice of such claim must be given to the Seller within 2 days of the delivery date.
- 7.3. Goods delivered to the Buyer which are in accordance with the contract will not be accepted for return without the prior written approval of the Seller and on terms to be determined at the absolute discretion of the Seller.
 - 7.3.1. If the Seller agrees to accept any Goods for return the Buyer shall be liable to pay handling charge of (20%) of the invoice Price. The Goods must be returned by the Buyer carriage paid to the Seller in their original packing.
 - 7.3.2. Goods returned without the prior written approval of the Seller may at the Seller's absolute discretion be returned to the Buyer or stored at the Buyer's cost without prejudice to any rights or remedies the Seller may have.

7.4. All Goods must be examined before acceptance by the Buyer. If Goods are delivered by carriers and they are subsequently found to be damaged upon delivery a claim in respect thereof must be made to the Buyer to the carrier immediately.

7.5. The Seller may at their discretion replace damaged Goods.

8. Title and Risk

8.1. Where the Seller agrees to dispatch the Goods the method of packing and dispatch of the Goods shall be at the Seller's discretion.

8.2. Where the Seller agrees to dispatch them the Goods shall be dispatched at the Buyer's risk and except where the Goods are repaired or replaced under any guarantee or warranty at the Buyer's expense.

8.3. The Goods shall be at the Buyer's risk as from delivery.

8.4. Title in the Goods shall pass from the Seller to the Buyer upon the end of the rental contract and a final lump sum is paid. In the event that delivery takes place before the Buyer has paid the price and all other sums due to the Seller then the provisions of Clause 8.5 shall apply.

8.5. Until title in the Goods passes to the Buyer in accordance to clause 8.5 the Buyer shall hold the Goods and each of them on a fiduciary basis as bailee for the Seller. The Buyer shall store the Goods (at no cost to the Seller) separately from all other Goods in its possession and marked in such a way that they are clearly identified as the Seller's property.

8.6. Notwithstanding that the Goods (or any of them) remain the property of the Seller the Buyer may sell or use the Goods in the ordinary course of the Buyer's business at full market value for the account of the Seller. Any such sale or dealing shall be a sale or use of the Seller's property by the Buyer on the Buyer's own behalf and the Buyer shall deal as a principal when making such sales or dealings. Until title in the Goods passes from the Seller the entire proceeds of the sale or otherwise of the Goods shall be held in a separate account and to the order of the Seller and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as the Seller's money.

8.7. Until such time as title in the Goods passes from the Seller the Buyer shall upon demand deliver up the Goods in the Buyer's possession or control to the Seller. If the Buyer fails to do so the Seller may enter upon any premises owned, occupied or controlled by the Buyer where the Goods are situated and repossess the Goods.

8.8. The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of the Seller. Without prejudice to the other rights of the Seller, if the Buyer breaches this obligation all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.

8.9. The Buyer shall insure and keep insured the goods to the full price against "all risks" to the reasonable satisfaction of the Seller until the date that title in the Goods passes from the Seller and shall whenever requested by the Seller produce a copy of the policy of insurance. Without prejudice to the other rights of the Seller, if the Buyer fails to do so all sums whatever owing by the buyer to the Seller shall forthwith become due and payable.

8.10. The goods will be removed if there is any default in the agreed payment.

9. Remedies

9.1. The Seller shall be under no liability whatever to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the Buyer arising out of breach by the Seller of this Contract.

9.2. Subject to Clause 10 of this Contract in the event of any breach of this Contract by the Seller the remedies of the Buyer shall be limited to damages. Under no circumstances shall the liability of the Seller exceed the price.

9.3. If the Buyer fails to pay the price, in accordance with this Contract or commits any other breach of this Contract all sums outstanding in respect of the Goods shall become payable immediately and the Seller may forthwith sell the Goods at such a price as in its discretion it thinks fit and it may retain from the proceeds of sale an amount sufficient to defray the costs of supply repair and/or replacement and storage expenses incurred in attempting to trace the Buyer and in arranging the sale of the Goods. Any deficiency shall forthwith be made up by the Buyer and in arranging the sale of the Goods. Any deficiency shall forthwith be made up by the Buyer.

9.4. The Buyer may not withhold payment of any invoice or any other amount due to the Seller by reason of any set-off or counterclaim which the Buyer may have or alleges he has or for any reason whatever.

9.5. The Seller shall be entitled to a general lien on all Goods of the Buyer in the Seller's possession (including Goods of the Buyer which have been paid for) for the unpaid price of all Goods sold to the Buyer by the Seller under which this or any other contract.

10. Guarantee

10.1. The Seller shall for the period of the contract make good by replacement or repair any defect in or failure of Goods supplied or in material or workmanship or arising from faulty design provided the Goods are returned to the Seller's premises free of cost to the Seller and collected from the Seller's premises free of cost once the guarantee work has been completed

10.2. At the termination of the contract all liability of the Seller shall cease.

10.3. This guarantee shall not apply:-

10.3.1. Where damage to the Goods is occasioned by accident mishandling or non-observance of operating instructions or unauthorised modification or repair by the Buyer his servants or agents; or

10.3.2. Where the Buyer uses the Goods for a purpose other than the purpose for which the Goods are designed in accordance with the Seller's description; or

10.3.3. The Seller accepts no responsibility and gives no warranty whatsoever (unless otherwise specifically agreed in writing) for proprietary goods and articles supplied by the Seller but not manufactured by the Seller. It is the Buyer's responsibility to inspect such Goods and satisfy themselves.

10.4. Other than the warranty conditions stated above the Seller accepts no responsibility consequent upon failure of or damage to the Goods or any part thereof supplied by the Seller or for any loss or damage consequent upon such failure including any loss of use, opportunity or any consequential losses whatsoever.

However in the event of a sale to a person who buys other than in the course of business then nothing in these conditions shall affect the Customer's statutory rights which are implied by the Sale and Supply Act 1994 or the unfair Terms and Consumer Contract Regulations 1994.

11. Termination

In addition to any other provisions for termination herein contained and without prejudice to any other remedies the Seller may have hereunder, the Seller may at its option terminate this or any other agreement or order between the Seller and the Buyer and may cancel or suspend future deliveries (if any) under this or any other agreement forthwith if any of the following shall occur:-

11.1. If the Buyer is in breach of any part of these Conditions or another provision of this or any other agreement or order.

11.2. Incurred and all arrears of charges or other payments arising in respect of the Goods, under these Conditions or otherwise, in addition to any other rights and remedies the Seller may have against the Buyer.

11.3. If the Buyer, being a body corporate, shall present a petition or have a petition presented by a creditor for its winding up or convene a meeting to pass a resolution for voluntary winding up or shall enter into any liquidation whether compulsory or voluntary (other than for the purposes of voluntary reconstruction or amalgamation) or have a receiver or administrator of all or any of its undertakings or assets appointed or shall be deemed by virtue to Section 518 (1) of the Companies Act 1985 to be unable to pay its debts or shall cease to carry business.

- 11.4. If the Buyer being an individual shall die or being a firm/partnership shall be dissolved or in any case shall commit any act of bankruptcy or have a receiving order made against him/it or make or negotiate any compensation or arrangement with or assignment for the benefit of his/its creditors. On termination howsoever or whenever occurring the Buyer shall pay to the Seller all costs expenses, including legal and other fees.

12. Force Majeure

The Seller shall not be liable for any default due to any Act of God, war, strike, lockout, industrial action, fire, flood, drought, tempest or any other event beyond the reasonable control of the Seller.

13. Severance

Any provision of this Contract which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision of this Contract.

14. Sub-contracting

The Seller may licence or sub-contract all or any part of its rights and obligations under this Contract without the Buyer's consent.

15. Data Protection

The Seller is notified with the Information Commission in accordance with the Data Protection Act 1998 ("the Act") and will only process personal data (as defined by that Act) in accordance with the Act.

- 15.1. The Seller carries out credit reference checks in relation to each of the Buyer's directors (or partners or individuals holding equivalent roles in the Buyer, as applicable) and the Company reserves the right to refuse any order for Goods on the basis of the result of each such credit search.

- 15.2. The Seller will, from time to time, issue promotional material to the Buyer and invite the Buyer to attend product launches which the Seller thinks will be of interest to the Buyer. The Seller will not issue such material or invitations if the Buyer so requests.

- 15.3. In accordance with the provisions of the EU General Data Protection Regulation and the local data protection law, we point out to the buyer that we process his personal data required for the conduct of the business relationship with the help of electronic data processing and pass it on according to what is necessary to fulfill the order within the Viessmann Group or to external service providers.

16. Third Party Rights

Viessmann Refrigeration Systems Limited
Phone 01952 457 157
UKsales@viessmann.com
<http://cooling.viessmann.co.uk>

Registered Office Hortonwood 30 Telford Shropshire TF1 7YP
Registered at Cardiff 03607457
VAT No GB 749 6211 13



Nothing in this Contract shall create any rights for third parties under the Contracts (rights of Third Parties) Act 1999.

17. Law and Jurisdiction

This contract is subject to the law of England and Wales. Any dispute shall be referred to and subject to the jurisdiction of the High Court of England and Wales.

18. Headings

All headings are for ease of reference only and shall not affect the construction of this Contract. Words denoting one singular include the plurals and vice versa. Words denoting any one gender include all genders. Words denoting persons include corporations and vice versa.

If any individual clause in this agreement is found to be invalid it shall be separable, it shall not negate the validity of the overall contract

Name of Customer ("the buyer") _____ **please print**

Signature _____

Date of Signature _____

Signed for by Viessmann Refrigeration Systems ("The seller")