

Viessmann Refrigeration Systems UK Limited (VRS Ltd.) General terms and conditions

Our scopes of supply are as follows:

- a) Ex Works – Defined as pre-arranged collection by customer directly from our factory. Approximate date for collection will be agreed at the time of order and final confirmation of collection date and time will be confirmed within 5 days of required collection.
- b) Kerbside delivery – Defined as delivery to customer drop off point. We will transport the cabinet or cold store to the customer premises and unload in a suitable location defined in the terms of supply below. It is the responsibility of the customer to unbox / de-crate the delivery, install and commission.
- c) Delivery and multiplexing/cold store erection – Defined as cabinet or cold store being delivered to customer site and installed in its' final position with cabinets being multiplexed and/or monobloc system being mounted. Plugin systems will be switched on and set up as required.
- d) Delivery and multiplexing/cold store erection, INCLUDING refrigeration engineering for remote plant - Defined as cabinet or cold store being delivered to customer site and installed in its' final position along with the installation and commissioning of the associated refrigeration system.

Terms of Supply

- Kerbside delivery is to external areas with clear access with no double yellow lines or other enforced parking restrictions, vehicle size limitations, red routes, road or building works.
- Delivery days are Monday to Friday inclusive 8.00am to 5.00pm or at other times with agreed prior arrangement. 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.
- Cancelled orders of delivered product maybe subject to a discretionary transport re-stocking fee.
- Collection or removal of existing refrigeration is not generally included within our service unless agreed in advance and equipment is ready for immediate removal at the time of delivery of the new unit. Costs for this service are £POA.
- It is the responsibility of the customer to provide free use of facilities, electrical power and safe free parking for vehicles for all installation activities.
- Pre-requisite for cold store erection; we require a hard, clear, smooth and level floor for the erection of the cold room. Level is +/- 5mm in 3000mm.
- Deliveries are subject to stock availability. You will be notified in advance of a delivery date.
- All prices are subject to change without notice.
- 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 endeavour clear waste materials as soon as practically possible. Disposal of all waste materials will be carried out in a safe and responsible manner.
- It is the responsibility of the customer to provide a suitable defrost condensate waste water drain if required.

- It is the responsibility of the customer to provide electrical isolators and mains electrical power in the locations agreed prior to completion of installation. If power supply is not provided at time of commissioning, additional cost to return to complete will be incurred.
- It is the responsibility of the customer to provide safe storage for equipment and materials on site.
- Customer to ensure provision of cranes, scaffold or lifting equipment unless otherwise specified within the quotation.
- Building works of any description, including the provision of holes through walls floors or ceilings etc. are excluded unless specified within the quotation.
- Viessmann Refrigeration Systems 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 reasonable control.

Product Only Supply - Warranty: UK + IE (scope of supply a,b &c)

- Our warranty applies to equipment manufactured or supplied by VRS Ltd.
- VRS Ltd offer a five-year panel defect warranty on the insulation structure of any cold room supplied.
- With all other supplied parts and equipment, we offer a 12 months parts warranty from our original date of delivery unless otherwise specified.
- Warranty is offered where the equipment has been installed correctly by a Viessmann approved engineer or installation partner.
- The equipment was purchased by the authorised supplying distributor direct from Viessmann Refrigeration Systems.
- Any products supplied through a wholesaler would be warranted through that supply chain.
- The Warranty Policy shall be non-transferable.
- Replacement of defective equipment can only be made with the approval of VRS Ltd.
- 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.
- Warranty work will be covered by VRS Ltd. or by one of its appointed service partners between the hours of 8.00am and 5.00pm Monday to Friday.
- Any works undertaken outside of these hours are chargeable.
- We aim to respond to all warranty related claims within 2 working days or as soon as practicable.
- Customer agrees to report any failure and/or fault with the system supplied within 24 hours of the initial discovery of the issue.
- The Standard warranty applies to equipment located in Mainland GB and Ireland only and excludes locations subject to restricted or secure access, offshore and marine applications. Additional time and travel charges may be applied to the following locations – Isle of Wight, Channel Islands, Isle of Man, and Scottish Isles.
- We reserve the right to apply travel time & call out charges if no fault is found with the product or access is either restricted or denied to our attending engineer.
- No claim shall exceed the original selling price.
- Stock loss claims for food and/or contents stored within the equipment supplied (including pharmaceutical or other items) are excluded under our warranty terms.
- Any consequential losses are excluded under our warranty terms.

- Second hand equipment is excluded under our warranty terms.
- Warranty is not validated where 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.
- Warranty is not validated where the customer fails to observe commonly accepted operating practices.
- Warranty is not validated where 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 VRS Ltd. (Operating Instructions are supplied with all equipment but also available by contacting us).
- Equipment failures through improper installation by others, misuse, abuse, accidental damage, power loss or fluctuations, fire, flooding or acts of god are excluded under our warranty terms.
- Any third-party item(s) connected to the equipment that may affect performance excluded under our warranty terms.
- The customer should not permit persons other than those authorised by Viessmann Refrigeration to perform or effect repairs or adjustments to the equipment.
- Authorised representatives of VRS Ltd should not be denied full and free rights of access to the equipment for inspection during normal business hours as previously stated unless arranged otherwise.
- Repairs made using spare parts or replacement items not supplied or preauthorised by Viessmann Refrigeration. shall invalidate the warranty.
- The initial equipment supply date shall apply for warranty validity for the subsequent supply of replacement parts or products.
- 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.

Turnkey – Parts and Labour Warranty: UK + IE (Scope of supply d)

- In addition to the above scope of supply, our warranty extends to include the supply of labour and parts in the case of a turnkey solution as described in scope of supply category D above.

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

- 1) Contact VRS Ltd. in writing (email) 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) VRS Ltd will process the claim accordingly.