

## Crown Spares & Equipment Direct - Terms & Conditions of Trade

### Definition

**Equipment**  
**Product Price**  
**Customer**

The following expressions shall have the following meaning

**The Goods provided by Crown Equipment Direct to the B2B Customer**  
**The Prices charged for the Equipment by Crown Equipment Direct**  
**The B2B customer who purchases Goods from Crown Equipment Direct**

### 2. Basis of Contract

These Terms and Conditions of trade apply to the supply of goods to the customer by Crown Equipment Direct to the exclusion of any other terms the customer seeks to impose or incorporate, or which are implied by trade, custom or practice.

### 3. Payment Terms

Payment terms are payment in advance.

### 4. Insurance, Risk, Title & Returns

- 4.1. Risk in all goods shall pass on delivery to the customer.
- 4.2. Any dates quoted for delivery are approximate only, and time of delivery is not of the essence.
- 4.3. Damage to goods in transit: If there is a suspicion by the customer that the goods have been damaged in transit, he should sign the Carriers Delivery Note as "Unexamined".
- 4.4. Any damage to Goods must be notified to Crown Equipment Direct within 5 working days. Crown Equipment Direct will decide to have the Goods returned for inspection/repair or to provide a full credit.

### 5. Warranty

- 5.1. Crown Equipment Direct warrants that on delivery, and for a period of 12 months from the date of delivery, **provided that the Goods have been installed, maintained, and used in accordance with point 6 below**, the Goods shall
  - 5.1.1. conform in all material respects with its description and any applicable specifications, and
  - 5.1.2. be free from material defects in design, material, and workmanship.
- 5.2. Subject to clause 5.1., provided
  - 5.2.1. The Customer gives notice in writing to Crown Equipment Direct during the warranty period, within a reasonable time of discovery, that the Goods do not comply with the warranty set out in clause 5.1.
  - 5.2.2. Crown Equipment Direct is given a reasonable opportunity of examining the issue, and may ask
  - 5.2.3. the Customer to return said Goods to Crown Equipment Direct for inspection
  - 5.2.4. Crown Equipment Direct shall repair or replace the defective Goods, or refund the price of the defective Goods in full
- 5.3. Crown Equipment Direct shall not be liable for the Goods failure to comply with the warranty set out at clause 5.1. in any of the following events
  - 5.3.1. The Customer makes further use of the Goods after giving notice in accordance with clause 5.2
  - 5.3.2. The defect arises because the Customer failed to follow written or oral instructions of Crown Equipment Direct as to storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practices regarding the same.
  - 5.3.3. The Customer alters or repairs the Goods without the written consent of Crown Equipment Direct, or
  - 5.3.4. The defect arises as a result of fair wear and tear, wilful damage, negligence, **scale**, or abnormal storage or working conditions. **Scale damage is expressly excluded.**
- 5.4. Except as provided in this clause 5 Crown Equipment Direct shall have no liability to the Customer in respect of the Goods failure to comply with the warranty set out in clause 5.1.
- 5.5. The terms implied by section 13 to 15 of the Sale of Goods Act 1979 are, to the full extent permitted by law, excluded
- 5.6. The conditions set out in this clause 5 shall apply to any repaired or replacement Goods supplied by Crown Equipment Direct
- 5.7. The Warranty does not apply if the Goods have not been installed and maintained in accordance with point 6 below

### 6. Connecting Water Coolers and Boilers to the Mains

6.1. For the avoidance of doubt. **Water Coolers and Boilers must only be installed by a WHA (UK Trade Association) certified Installer or by a certified Plumber. Electrical installations must only be undertaken by an Electrician.**

### 8. Force Majeure

Neither party shall be liable for any non-performance or delay in performance of any of its obligations by reason of any cause or circumstance beyond its reasonable control, including riot, civil commotion, fire, flood, storm, act of God, strike, or industrial action

### 9. Entire Agreement

- 9.1. These Terms & Conditions of Trade represent the entire agreement between the parties, supersede and replace in every respect any existing terms and conditions between Crown Equipment Direct and the Customer. These Terms & Conditions of Trade override any conflicting terms or conditions referred to in any other document issued by the Customer, irrespective of when such conflicting terms and conditions may be issued.
- 9.2. No variation or waiver of these Terms & Conditions of Trading, shall be effective unless issued in writing by Crown Equipment Direct

### 10. Liabilities and Indemnities

- 10.1. Nothing in these Terms & Conditions of Trade shall limit or exclude the liability of Crown Equipment Direct for
  - 10.1.1. Death or personal injury caused by its negligence, or the negligence of its employees, agents, or subcontractors (as applicable)
  - 10.1.2. fraud or fraudulent misrepresentation, or
  - 10.1.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979 Incurred by the Customer and/or his End User, howsoever arising, whether under a claim in contract or tort
- 10.2. Subject to clause 9.1.
  - 10.2.1. Crown Equipment Direct shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the supply of Goods hereunder, and
  - 10.2.2. Crown Equipment Directs total liability to the Customer in respect of all other losses arising under or in connection with the supply of Goods hereunder, whether in contract, tort (including negligence), breach or statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods so supplied.
- 10.3. Notwithstanding the above, the Customer must advise Crown Equipment Direct in writing of any incident which has occurred which involves the Goods, within 5 working days of the incident occurring.

### 11. Governing Law

These Terms and Conditions of Trade shall be governed by and construed in all respects in accordance with English Law, and all parties hereto submit to the jurisdiction of courts in England.

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Crown Spares & Equipment Direct is a division of Ciron Ltd.  
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