

Terms & Conditions of Trade

I	Definition	The following expressions shall have the following meaning
	Equipment	The Equipment provided by Crown Equipment Direct to the Customer
	Product Price	The Prices charged for the Equipment by Crown Equipment Direct
	Customer	The B2B customer who purchases Equipment from Crown Equipment Direct

2. Basis of Contract

These Terms and Conditions of Trade apply to the supply of Equipment 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, practice or course of dealing

3. Payment Terms

Payment terms are payment in advance

4. Insurance, Risk, Title & Returns

4.1. Risk in all Equipment 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 Equipment in Transit: The Equipment should be examined by the Customer for physical damage on arrival. If there is obvious damage to the exterior packaging, the Customer must let the delivery driver know — or refuse delivery of the Equipment - and then inform Crown Equipment Direct in writing within 24 hours, so that a claim can be lodged with the Freight Company, and where necessary, replacement Equipment can be sent. In case there is no obvious damage to the exterior of the packaging of the Equipment, the Customer must sign the carrier's delivery note "Unexamined". Any damage discovered consequently must be reported in writing to Crown Equipment Direct within 3 days of receipt of goods. A damage claim will not be accepted if the equipment has been installed/used.

4.4. If you have changed your mind about the product within the 14-day cooling off period, and if the equipment has not been installed/used, please get in touch with us via e-mail to collect it. We will then arrange a full refund.

5. Equipment Warranty

5.1. Crown Equipment Direct warrants that on delivery, and for a period of 12 months from the date of delivery, **and provided that the equipment has been installed & maintained in accordance with point 6 below**, the Equipment 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 Equipment does 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 Equipment to Crown Equipment Direct for inspection and repair

5.2.4. Crown Equipment Direct shall repair or replace the defective Equipment, or refund the price of the defective Equipment in full

5.3. Crown Equipment Direct shall not be liable for the Equipment's 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 Equipment 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, commission, installation, use and maintenance of the Equipment or (if there are none) good trade practices regarding the same.

5.3.3. The Customer alters or repairs the Equipment 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.

5.4. Except as provided in this clause 5 Crown Equipment Direct shall have no liability to the Customer in respect of the Equipment's 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 Equipment supplied by Crown Equipment Direct

5.7. The Warranty does not apply if the equipment has not been installed and maintained in accordance with point 6 below

6. Installation and Maintenance of the Equipment

6.1. The Customer is responsible for the installation and maintenance of the Equipment

6.2. The Customer must purchase as part of the Equipment the correct Mains Water Installation Kit, as advised by Crown Equipment Direct in its literature

6.3. The Customer must use Installers who are trained to Water Regulation Standards, when installing Equipment which requires mains connection

6.4. The Customer's Installer must use pressure reducing and flood preventing devices when connecting to the mains supply

6.5. The Customer's Installer should be electrically competent to connect the Equipment to the electrical supply.

6.6. Equipment older than 12 months from the date of invoice must be PAT tested and the test result recorded

6.7. In the case of the Equipment being a Water Cooler/Fountain/Under sink Chiller, the Customer has an obligation to sanitise the Equipment every 3 months for Bottled Coolers and 6 months for POU Equipment. Checks need to be made after sanitising that there is no electrical malfunctioning or leaks (which can sometimes result from working on the Equipment)

6.8. The Customer's responsibility for any of the above extends to the use of third-party labour/contractors

7. 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

8. Entire Agreement

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.

No variation or waiver of these Terms & Conditions of Trading, shall be effective unless issued in writing by Crown Equipment Direct

9. Liabilities and Indemnities

9.1. Nothing in these Terms & Conditions of Trade shall limit or exclude the liability of Crown Equipment Direct for

9.1.1. Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable)

9.1.2. fraud or fraudulent misrepresentation, or

9.1.3. 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

9.2. Subject to clause 9.1.

9.2.1. 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 Equipment hereunder, and

9.2.2. Crown Equipment Directs total liability to the Customer in respect of all other losses arising under or in connection with the supply of Equipment hereunder, whether in contract, tort (including negligence), breach or statutory duty, or otherwise, shall in no circumstances exceed the price of the Equipment so supplied.

9.3. Notwithstanding the above, the Customer must advise Crown Equipment Direct in writing of any incident which has occurred which involves the Equipment, within 5 working days of the incident occurring.

10. 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.

V2 06/2019



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