

## Conditions of Sale

### 1.0 Definitions

- 1.1 Goods – Means all goods and services which the Customer agrees to buy from US 4 SLUSH LIMITED including replacements for defective goods.
- 1.2 Contract – Means the Contract between US 4 SLUSH LIMITED and the Customer for the sale of Goods by US 4 SLUSH LIMITED to the Customer.
- 1.3 US 4 SLUSH LIMITED – Means US 4 SLUSH LIMITED 4 Middle Road, Bailie Gate Industrial Estate, Sturminster Marshall, BH21 4DB
- 1.4 Customer – Means the company or individual trading as a company that purchases or agrees to purchase Goods for use within their business. Please note that Us 4 Slush Limited does not carry out any business with end users or private individuals, therefore all transactions either via the web site, by mail order or by telephone will be assumed to be carried out as a business to business contract.
- 1.5 Literature – Means any published promotional material produced by US 4 SLUSH LIMITED.
- 1.6 Web site – means <http://www.us4slush.com> or <http://www.us4slush.co.uk>
- 1.7 Pre-orders- means orders for goods or services paid in advance with an estimated delivery date agreed in advance. Pre-orders will be treated as special or custom orders.
- 1.8 Special or custom orders- means goods or services provided by Us 4 Slush Limited as a “one off” (see 1.7)

### 2.0 General

- 2.1 All orders for goods are accepted by US 4 SLUSH LIMITED subject to these conditions of sale.
- 2.2 All descriptions and illustrations contained in Literature or any price list or otherwise communicated to the Customer are intended merely to present a general idea of the Goods and nothing contained in any of them shall form any part of the Contract.
- 2.3 Any Literature published by US 4 SLUSH LIMITED is an invitation to treat and not an offer to supply.

### 3.0 Prices

- 3.1 All prices for the Goods are in pounds Sterling and exclude Value Added Tax (“VAT”) at the relevant rate ruling on the date of dispatch.
- 3.2 Whilst every endeavour will be made to maintain the prices in the Literature US 4 SLUSH LIMITED reserves the right to alter prices at any time without prior notice.

### 4.0 Orders

- 4.1 Credit cards are charged when Goods are dispatched for delivery or collected.
- 4.2 In the event of the Customer cancelling an order US 4 SLUSH LIMITED reserves the right to charge the Customer for any costs accrued up to the time of cancellation.
- 4.3 US 4 SLUSH LIMITED reserves the right not to trade with any person or organization. In addition, and notwithstanding any other provisions of these conditions of sale, US 4 SLUSH LIMITED may decline to accept the Order, whether or not payment has been received, by giving notice of non-acceptance to the Customer by e-mail, or telephone within 48 hours (excluding weekends or bank holidays) of receipt by US 4 SLUSH LIMITED of an order. In the event that US 4 SLUSH LIMITED declines to accept an order in respect of which payment has been received, the full amount of such payment will be refunded.
- 4.4 Us 4 Slush Limited will not accept orders with end users or private individuals, therefore all transaction either via the web site, by mail order or by telephone will be assumed to be carried out under business to business terms.
- 4.5 Pre-orders are to be paid in full at the time of order and cannot be cancelled unless Us 4 Slush Limited fails to deliver within 60 days after the original estimated delivery date.

### 5.0 Payments

- 5.1 Payment shall be made by the Customer for all monies owed to US 4 SLUSH LIMITED in respect of orders for Goods.
- 5.2 Payment shall be made on order and is acceptable by cash, BACS or all major credit and debit cards.

### 6.0 Delivery

- 6.1 Next day dispatch, Monday to Thursday, is normally achieved provided orders have been received by US 4 SLUSH LIMITED before 12 noon. Orders received on a Friday will normally be dispatched on the following Monday. No guarantees of delivery time or day are made or implied.
- 6.2 Deliveries are made by various carriers during their normal business hours, unless otherwise stated this should be Monday to Friday from 8:00 to 18:00 it will be the customer’s responsibility to inform US 4 SLUSH LIMITED of failed or late deliveries if goods have not arrived when expected. (See also 7.0 to 7.8)
- 6.3 Your order will be delivered as close to the entrance of your business premises as reasonably possible. Our third party carries are not obliged to enter your premises or carry goods up stairs or over uneven ground. It is the responsibility of the customer to ensure that persons taking delivery are able to move the goods from the delivery point. Where heavy items are to be delivered, including slush machines, delivery will be made on a pallet and a tail lift will be used. In these instances delivery will be considered completed when pallet is off the tail lift.

### 7.0 Inspection, Transit Delays and Non-Delivery

- 7.1 The Customer must inspect the Goods as soon as reasonably practicable after delivery and shall within 7 working days of such dispatch give written notice to US 4 SLUSH LIMITED Customer Services of any defect in the Goods or of any other complaint which the Customer may wish to make about US 4 SLUSH LIMITED ’s service.
- 7.2 Queries regarding shortages of Goods must be made within 7 working days of dispatch date and must be accompanied by the dispatch note. Queries regarding goods invoiced but not delivered must be made to US 4 SLUSH LIMITED Customer Services within 7 days of the invoice

date and the invoice number must be quoted.

7.3 If the Customer fails to give such notice, the Goods shall be conclusively presumed to be in all respects in accordance with the Contract and free from any defect which would be apparent on reasonable examination, and the Customer shall be deemed to have accepted the Goods accordingly.

7.4 Should the Customer decide to accept a delivery to them in a damaged condition they must endorse the carrier's delivery documentation.

7.5 In no circumstances shall US 4 SLUSH LIMITED be liable to compensate the Customer by way of damages or otherwise for non-delivery or late delivery of the Goods or any loss consequential or otherwise arising from non-delivery or late delivery.

7.6. In the event of a delivery being attempted but nobody is present to accept and sign for it, the goods will be held in storage by our carrier for no more than 3 working days, when, thereafter the goods will be returned to US 4 SLUSH LIMITED. Where goods have been returned to sender through failed delivery under these circumstances the customer agrees to reimburse US 4 SLUSH LIMITED for any cost incurred through charges made by our carrier.

7.7. Goods that have been returned to sender as a result of the terms outlined in 7.6 will be held in storage by US 4 SLUSH LIMITED for a period not exceeding 90 days after which we reserve the right to dispose of the goods and charge a fee of £20 for their disposal.

7.8. Goods that have been returned to sender as a result of the terms outlined in 7.6 can be re-sent at the request of the customer providing the customer agrees to pay the additional delivery cost of £20.00 per box or £125.00 per pallet.

#### 8.0 Cancellations, Returns and faulty goods

8.1 US 4 SLUSH LIMITED will not accept returns or cancellation of orders either in whole or in part unless prior authorization has been approved prior to the order as part of the contract and has been communicated in writing to that effect on headed paper. To obtain authorization for return please contact Customer Services on 05603 687872 or 01202 666922. The returns number must be clearly identified on the dispatch note when the Goods are returned. US 4 SLUSH LIMITED reserves the right not to accept returns unless reasonable grounds for rejecting the goods are provided.

8.2 Goods must be returned to US 4 SLUSH LIMITED in their original condition, along with the relevant dispatch note and returns number in order for the Customer to be eligible for any refund. The Customer must bear all the costs of returning any Goods to US 4 SLUSH LIMITED.

8.3 Refunds will be made within 14 days minus shipping cost of £20.00 per box sent or £120.00 per pallet.

8.4 In the event that faulty goods have been supplied Us 4 Slush Limited reserves the right to repair or replace the goods at our discretion.

#### 9.0 General Descriptive Matter

9.1 Whilst every endeavour is made to ensure accuracy, all specifications, illustrations or other details contained in the Literature or any price list or advertising material or otherwise communicated to the Customer are intended merely to present a general idea of the product and nothing contained in any of them shall form part of the Contract.

9.2 US 4 SLUSH LIMITED reserves the right without prior notice to discontinue any Goods or to make changes as part of a continuous program of improvement.

#### 10.0 Product Performance

10.1 The responsibility for ensuring that Goods are sufficient and suitable for the Customer's requirements is that of the Customer save insofar as US 4 SLUSH LIMITED has specifically advised the Customer in writing on US 4 SLUSH LIMITED headed documentation that the Goods are sufficient and suitable for the Customer's purposes having been fully and accurately advised by the Customer of their requirements.

#### 11.0 Copyright

11.1 US 4 SLUSH LIMITED owns full copyright in respect of any Literature whether published in paper or electronic form such as CD-ROM or through the Internet.

#### 12.0 Limitation of Liability

12.1 The Customer will be responsible for ensuring the fitness for purpose of the Goods for the Customer's application.

12.2 US 4 SLUSH LIMITED accepts no liability whatsoever or howsoever arising in respect of loss, damage or expense arising from errors in information or advice provided whether or not due to US 4 SLUSH Limited's negligence or that of its employees, agents or subcontractors.

12.3 US 4 SLUSH LIMITED shall not be liable to the Customer for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of US 4 SLUSH LIMITED, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Customer.

12.4 The entire liability of US 4 SLUSH LIMITED under or in connection with the Contract with the Customer shall not exceed the price of the Goods.

#### 13.0 Force Majeure

13.1 US 4 SLUSH LIMITED shall not be liable to the Customer or deemed to be in breach of Contract by reason of any delay in performing, or any failure to perform, any of US 4 SLUSH Limited's obligations in relation to Goods, provided that the delay or failure was due to any cause beyond US 4 SLUSH Limited's reasonable control.

#### 14.0 Changes

14.1 US 4 SLUSH LIMITED reserves the right to make changes to the above terms and conditions without notice.