

Advanced Kitchen Equipment Pte Ltd

terms and conditions

.General terms and conditions governing sales, quotations, deliveries and services pertaining to Advanced Kitchen Equipment Pte Ltd (herein referred to as Advanced Kitchen). These terms and conditions are non-negotiable and binding. Any waiver, additions, deletions, variations or alterations are unequivocally rejected by Advanced Kitchen unless specifically and expressly agreed upon by Advanced Kitchen, in writing.

1/ Advanced Kitchen will endeavour to fulfil the agreed delivery dates, however, in extenuating circumstances, deliveries may be delayed. Delivery dates and times are not binding unless expressly agreed in writing and only when time is of the essence.

2/ Timely delivery requires timely and proper fulfilment of the customer's obligations.

3/ Advanced Kitchen reserves the right to sub contract deliveries in whole or in part to third parties and if necessary deliver goods and or services in instalments. Advanced Kitchen also reserves the right to bill the customer in instalments or to consolidate said invoices and bill the customer on completion.

4/ Acceptance of the delivered goods shall be deemed as full acceptance and acknowledgement of the goods being delivered and the customer will be bound by the stated terms and conditions.

5/ Payment can be made by cash, telegraphic transfer, nets or cheque. Delivery of non- project sales (itemised sales) will not be made until full payment has been cleared unless credit terms have been expressly agreed upon in writing.

6/ Standard delivery includes delivery to the customers stated premises but does not include, carrying machines manually up staircases or over bar counters, moving or uninstalling existing equipment, dismantling of the machine being delivered or any existing machines, installation or disposal of old equipment. Any of these conditions will constitute "special delivery" and must be disclosed by the customer before delivery takes place. Advanced Kitchen reserves the right to cancel the delivery if such disclosure is not made.

7/ Risk of damage or loss, accidental or otherwise, is transferred to the customer on receipt of the goods.

8/ Warranty: In the event that goods delivered have any defect that either already existed or was undetected despite all due care and attention taken during the inspection and checking process, Advanced Kitchen will undertake to repair the goods or to replace said goods. The customer will not rescind the order, reduce the contractual fees or demand any compensatory damages.

There will be no warranty claim if the delivered goods have:

- a) Immaterial deviations from the agreed conditions
- b) Immaterial impairments to usage or equipment lifespan
- c) Normal wear and tear
- d) Improper use, negligence, misuse, abuse, or damage either accidental or otherwise.
- e) There will be no warranty or compensation claim for food or drink spoilage and/or loss of business due to equipment breakdown.
- f) Standard servicing, cleaning etc. carried out during the warranty period is chargeable

Equipment performance is subject to the correct ventilation and operating environment, customer must consult the operators manual or with the salesperson to ensure compliance

Full terms and conditions of the warranty are available on our website at www.advancedkitchen.biz it is the customers responsibility to read the terms and conditions of the warranty.

9/ Sales quotations once confirmed and/or goods delivered are non-cancellable. Any variations in cost after the validity period of the quotation is notifiable by Advanced Kitchen either verbally or in writing. All dimensions given are in millimetres and, if necessary subject to change to meet site conditions. Prices quoted for work or delivery of goods etc. are for the work or delivery to be carried out during normal working hours. 9am to 5pm Monday to Friday excluding public holidays unless expressly stated in said quotation. Acceptance of any quotation by the customer is not a guarantee of sale, even during the validity period. Prices quoted are subject to change, even during the validity period due to foreign currency fluctuations, changes in tax laws, changes in freight prices or any other circumstances outwith the control of Advanced Kitchen. The quotation will be superseded by a new, updated quotation.

10/ Project work can and will only commence after the agreed deposit has been paid

11/ Installation is final connection only. The customer must ensure that the correct water, electricity and gas points are in place no more than 1 (one) metre from the site of the equipment, any further than 1 (one) metre and there will be an installation surcharge. The final connection for City or Town gas appliances will be carried out by the customer's own licenced gas contractor at the customer's own expense.

12/ Payment can be made by cash, telegraphic transfer, Giro, NETS or cheque.

13/ The customer shall pay the invoiced amounts in full according to the terms mutually agreed upon and in the currency invoiced. Payment shall be made by cash, telegraphic transfer, cheque, giro or NETS. Failure to make the payment as agreed within the aforementioned period (credit period is agreed beforehand with Advanced Kitchen's representative and will be reflected on the quotation) will put the customer in default of the terms and conditions and liable, by law, to pay 2% interest per calendar month on all outstanding amounts until the full amount of all invoices have been made. Any errors or omissions in respect of invoiced amounts must be brought to the attention of Advanced Kitchen within 14 days of receipt of said invoice, after expiry of this period the customer will be deemed to have accepted the invoice as issued by Advanced Kitchen. The filing of a dispute does not relieve or suspend the customer's payment obligation. Advanced Kitchen reserves the right to suspend any and all obligations until all due amounts have been paid in full to Advanced Kitchen. In the event of a dispute not being resolved Advanced Kitchen reserves the right to seek legal recourse (of which the customer will be due for all costs borne out of such actions) and may employ the use of licensed debt collectors or repossession agents. All equipment will remain the property of Advanced Kitchen until paid in full.

14/ Advanced Kitchen Equipment Pte Ltd will strive to provide the best service and equipment possible to the customer and will be as fully transparent as possible with pricing, delivery times and warranties

15/ The customers statutory rights are not affected

WITHOUT PREJUDICE: If and when any provision of these terms and conditions prove to be inapplicable for any reason whatsoever the remainder of these terms and conditions will remain in full force. Advanced Kitchen Equipment Pte Ltd reserves the right to alter these terms and conditions at any time, without notice.-

ADVANCED KITCHEN EQUIPMENT PTE LTD

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