

## Alliance Disposables Ltd Conditions of Sale

All dealings including all quotations and any other order placed following such quotation are subject to the following conditions of sale in which Alliance Disposables Ltd is referred to as "the Company".

### 1.0 Validity of Quotation

No order received from a customer by the Company and no purported variation of these terms shall constitute a contract until accepted in writing by the Company. The company reserves the right to refuse any order, including subsequent to the sending of an order acknowledgement email.

### 2.0 Prices & Descriptions

Prices quoted by the Company are current but we reserve the right to make adjustments if necessary due to currency fluctuations, raw material or factory increases. Unless otherwise stated, all prices are exclusive of any applicable value added tax, for which the customer shall be additionally liable to the Company. Where purchases are stated to be offered on a "VAT-free" basis, the prices of qualifying items will be reduced by the equivalent of VAT.

The information on our website may contain typographical errors or inaccuracies and may not be complete or current. We therefore reserve the right to:

- Correct any errors, inaccuracies or omissions.
- Change or update information at any time without prior notice (including after you have submitted your order).
- Refuse or cancel orders placed for products listed at the incorrect price, whether or not the order has been confirmed and your credit card charged. If a credit card has been charged, a credit will be issued.
- Please note that such errors, inaccuracies or omissions may relate to product description, pricing and availability.

We shall not be liable for any indirect losses you may suffer, including any loss of profit, income or anticipated savings caused as a result of products sold with inaccuracies or omissions in the descriptions.

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**Printed media:** All prices are correct at time of going to press. However, Alliance reserves the right to change the price of a product or specification at any time. No liability can be accepted for the consequence of any errors or omissions in the catalogue.

## 3.0 Payment

Payment must be received for the whole of the price of the Goods you order, and any applicable charges for carriage and insurance, before your order can be accepted unless we have agreed otherwise in advance in writing.

- 3.1 No payment shall be deemed to have been received, until the Company has received cleared funds.
- 3.2 Unless otherwise agreed payment is required prior to delivery of the goods. For so long as any amount to be paid for goods remains owing to The Company, goods will remain with The Company and will not pass to The Customer until the full payment has been received, subsequent orders and deliveries will be refused until such payment is received.
- 3.3 We only accept payment from UK registered credit/debit cards.
- 3.4 The Company will store Credentials on File to allow us to process your order in multiple shipments. The stored credential is not kept on our premises. We use the payment provider SagePay, also known as Opayo. SagePay will remove the stored credential if you wish for that to happen. This agreement has no expiry date and you have the right to cancel at any time by notifying us in writing. If your card expires, you will be required to enter new card details on your next order. No fees are incurred for this service.

You do not have to accept this condition. If you choose not to, we will deliver the goods that we have in stock and cancel any back orders. You will be notified to reorder any goods out of stock.

## 4.0 Delivery and Returns

Delivery periods and dates are given in good faith, but are not the subject of any warranty or condition, and time shall not be of the essence of the contract in these respects. No liability will attach to the Company if delivery periods or dates are not met for any reason whatsoever. Please advise us of any non delivery within 10 days and confirm in writing to enable us to claim under the carriers terms. Any shortage or damage on delivery must be reported to us immediately and confirmed in writing within 3 days.

Should you wish to return an item (excluding kitchen equipment, please see

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returning kitchen equipment, below), we will be happy to refund in full or exchange, if it is in full resaleable condition. Returns should be made within reasonable time (usually 30 days) and in original undamaged packaging.

Should goods be delivered faulty, incorrect or damaged, please report to us immediately and confirmed in writing within 3 days of delivery.

Please note that there may be a collection charge for any items returned.

In both instances, please call our customer helpline on 01270 252333 to obtain details on how to return your product.

### **Delivery and Return of Kitchen Equipment**

Kitchen equipment is normally sent direct from manufacturers – delivery times will vary. Please contact our sales team 01270 252333 to confirm lead times. If you require a more urgent delivery, our sales team will provide you with the best delivery options available.

Please ensure that you have assessed all the technical specification, available on the website prior to ordering. Should you remain unsure of what product is right for you, please call our kitchen equipment specialist for free and impartial advice on 01270 252333

Should you wish to return your kitchen equipment item(s) it must first be agreed with Alliance Online. A restocking charge of 25% applies, and we reserve the right to charge for return carriage. Please note that any kitchen equipment items returned must be in their original packaging together with all manuals and accessories. In the event that you no longer have the packaging, we will be unable to accept the item(s). Credit will only be honoured once the goods have been received and inspected by Alliance. In the event of returned goods being used and unsaleable, no credit will be given, and the goods will be sent back to the customer. We are unable to offer a refund or exchange on standard or made to measure orders of fabricated stainless steel such as tabling and shelving units.

If at any point during the warranty period a piece of equipment becomes faulty and has to be returned to the manufacturer for repair, if the warranty terms are 'Back to Base' then it is the customers responsibility and at their expense to return it to the manufacturer.

### **Special Order Products**

Special Order Products are non-refundable and cannot be cancelled or returned. By placing your order you agree to this.

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## 5.0 Warranty

The Company warrants that all goods supplied by it will correspond to their specification and will be free from defects in materials or workmanship for a period of 12 months from the date of delivery. The Company's obligation in the event of a breach of this warranty is limited to the repair or replacement of any defective goods, which shall be returned to the Company by the customer. This warranty is given in lieu of all other warranties or conditions expressed or implied (whether by statute or otherwise) and is subject to the following conditions:

- 5.1. Claims must be notified in writing to the Company within seven days from the date of delivery.
  - 5.2. The Company shall be under no liability in respect of any defect in the goods arising from any drawing, design or specification supplied by the customer.
  - 5.3 The Company shall be under no liability if the defect or failure, in the reasonable opinion of the Company, arises from wilful damage or misuse, negligence by the customer or any third party, failure to follow the Company's instructions, or alteration or repair of the goods without the Company's prior approval.
  - 5.4 The Company shall be under no liability if the price for the goods has not been paid by the due date for payment.
  - 5.5 The above warranty does not extend to parts, materials or equipment not manufactured by the Company, in respect of which the customer shall be entitled only to benefit of any such warranty or guarantee as is given by the manufacturer to the Company.
  - 5.6 Except in the case of death or personal injury caused by the Company's negligence, the Company shall not be liable for any consequential loss or damage (whether for loss of profit or otherwise) or other claims for consequential compensation.
  - 5.7 A restocking charge of 15% of the goods or £15 whichever is the greater will apply to any orders returned having been ordered in error.
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## Capital Equipment Warranty Information

- Unless otherwise agreed, the equipment will include a 12 months parts and labour warranty.
  - Goods must be inspected, and any damages or shortages reported within 48 hours of receipt, and reported to Alliance in writing.
  - The warranty is covered by the manufacturer, and is subject to their terms and conditions.
  - The standard call out is within 48 hours, subject to the availability of the engineer.
  - The coverage provides for normal office working hours Monday to Friday
  - Unless otherwise agreed, no provision is made for any weekend and bank holiday cover.
  - All warranty work is subject to the terms and conditions applied by the manufacturer / supplier.
  - Failure to follow manufacturer's requirements on maintenance could lead to warranty becoming void. In such events, the repair would be chargeable.
  - All service calls must be reported to the service department at Alliance on 01270 252333, with the make, model, serial number and nature of the problem.
  - Adequate provision must be made by the customer to ensure that a member of the maintenance team is available at the time of the engineer attending to ensure any service isolators etc can be accessed and are functioning properly.
  - The customer shall ensure that all the equipment is adequately cleaned and serviced in line with the manufacturers guidelines as detailed in the operating manual.
  - Any appliance relating to water must be regularly descaled: any call out where evidence of scale is present will be chargeable. Where water filters are fitted, these must be maintained in line with the manufacturer's guidelines.
  - The customer must take adequate measures to ensure the services are verified as working (gas, electric, water) before placing the service call. In the event of a service call relates to an issue not covered under the warranty, a call out charge will apply.
  - Alliance cannot accept responsibility for consequential loss due to equipment failure e.g. loss of food.
  - Replacement or repair of equipment is entirely at the discretion of the manufacturer or their service agents.
  - No repair work by a 3rd party should be carried out to the equipment during the warranty period, as any such work may invalidate the warranty.
  - No charges from 3rd parties will be entertained whatsoever.
  - Additional copies of manufacturers warranties can be supplied on request, please contact Alliance on 01270 252333.
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## 6.0 Carriage

Carriage paid terms are:

### Standard UK Delivery Service (UK mainland only)

	Up to 15 kilos	Kilo Rate Thereafter
Internet Orders over £30.00 (Net Order Value)	FREE	FREE
All Other Orders	£6.50 + VAT Per Consignment	26p + VAT per kilo

### Premium Delivery Services

	Up to 15 kilos	Kilo Rate Thereafter
Next Business Day Before Noon	£15.90 + VAT Per Consignment	30p + VAT per kilo
Saturday	£26.90 + VAT Per Consignment	25p + VAT per kilo
Saturday Before Noon	£35.00 + VAT Per Consignment	30p + VAT per kilo

### Standard UK Delivery Service (UK mainland only)

	Up to 10 kilos	Kilo Rate Thereafter
Includes Scottish Highlands, Isle of Man, and Isle of Wight	£28.00 + VAT Per Consignment	85p + VAT per kilo

## 7.0 Risk

The risk in the goods shall pass to the customer on delivery to the customer or (if earlier) when possession of the goods is taken by a carrier for delivery to the customer.

## 8.0 Force Majeure

The Company shall not be liable to the customer, or deemed to be in breach of any contract with the customer, by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the goods. If the delay or failure was due to force majeure or to any other cause beyond the Company's reasonable control.

## 9.0 Reservation of Title

The goods sold under these Conditions shall remain the absolute property of the Company and legal title in the goods shall remain vested in the Company until payment in full of all amounts invoiced or due to the Company in respect of the Goods, or until the goods are resold by the customer, whichever shall first occur. If the customer shall enter into liquidation, have a winding-up order made against it, or have a receiver, administrator or administrative receiver appointed over its assets, income or any part thereof before the property in the Goods has passed in accordance with this condition, the Company shall be entitled, immediately after

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giving notice of its intention to repossess the goods, to enter upon the premises of the customer with such transport as may be necessary and to repossess any Goods to which it has title under this condition. No liquidator, receiver, administrator or administrative receiver of the Customer shall have authority to sell goods to which the Company has title without the prior written consent of the Company

- 9.1** Until such time as the property in and legal title to the Goods passes to the Customer, the Customer shall hold the Goods as the Company's fiduciary agent and bailee and shall keep the Goods separate from those of the Customer and third parties and properly stored, protected, insured and identified as the Company's property. Until that time, the customer shall be entitled to resell or use the Goods in ordinary course of its business, but shall account to the Company for the proceeds of sales of the Goods, including insurance proceeds, and shall keep all such proceeds separate from any moneys of the customer and of third parties.
- 9.2** The Customer shall not be entitled to pledge or charge, by way of security for any indebtedness, any of the goods which remain the property of the Company but, if the Customer does so, all moneys owing by the Customer to the Company shall (without prejudice to any other right or remedy of the reseller) forthwith become due and payable.
- 9.3** The Company shall be entitled to maintain an action for the price of the goods notwithstanding that title in them has not passed to the customer.

## **10.0 Insolvency of Customer**

If the customer, being a body corporate, shall pass a resolution or suffer an order of the Court to be made for winding-up, or if a receiver, administrator or administrative receiver shall be appointed or, being an individual or partnership, shall suspend payment, propose or enter into any composition or arrangement with his or their creditors, or have a bankruptcy order made against him or them, then the Company shall have the right, without prejudice to any other contract with the customer, not to proceed further with the contract, and shall be entitled to charge for work already carried out (whether completed or not) and for goods and materials already purchased for the customer, such charge to be an immediate debt due from the customer.

## **11.0 Patent Rights**

The acceptance of a quotation includes the recognition by the customer of the right of the Company under any patent rights, trademarks, registered designs or other intellectual property rights relating to the goods, and the customer undertakes that patent numbers, trademarks or other trade markings on goods supplied shall not be obliterated, altered or defaced.

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## 12.0 Applicable Law

These conditions shall be governed by and construed in accordance with English Law and the parties acknowledge the exclusive jurisdiction of the English Courts

## 13.0 Standard Voucher Terms

Discount vouchers can be used on [www.allianceonline.co.uk](http://www.allianceonline.co.uk) or by calling 01270 252333. Vouchers cannot be used in conjunction with any other offer/discount/promotional price and excludes kitchen/capital equipment and custom print products. Voucher applies to amount spent excluding VAT. Enter code before payment.

Discount voucher codes found on some 3rd-party websites may have expired and are being advertised with incorrect details. Please refer to the Alliance Online website for specific voucher terms or contact customer services who will be able to advise you on their validity.

## 14.0 Offensive Weapons Act 2019

It is illegal to sell chefs knives, steak knives, certain chemicals and cream whipper bulbs to anyone under the age of 18.

We are required by law to verify the age of anyone who purchases these products. An age verification check will be carried out at the point of delivery, which will require photographic identification with either a driving licence or passport. Delivery of these products will not be fulfilled without the necessary identification.

