

918 COFFEE CO LIMITED

TERMS & CONDITIONS OF SALE

By purchasing goods from 918 Coffee Co Limited you enter a legally binding agreement with us on the following terms. You should read and understand these terms because they affect your rights and liabilities.

These terms describe the basis for all purchases by you and the sale by us, of our products, including online sales from our website.

INTERPRETATION

In these terms of sale, "we" means "918 Coffee Co Limited" (and "us" and "our" will be construed accordingly); and "you" means our customer or potential customer for products (and "your" will be construed accordingly).

The "Contract" means the contract for the sale and purchase of the "Goods".

"Goods" means a product or item offered for sale by us to you, that can be ordered via email, telephone and our website. The Goods are also available for sale outside the United Kingdom.

YOUR ORDER

Orders are normally processed within 1-2 business days. We aim to despatch orders received before 13:00hrs, the same day, however we cannot guarantee this service during busy periods or for large/pallet orders. Orders are processed for delivery on business days only (unless otherwise organised).

The advertising of products on our Trade Price List, Mailshot and Website constitutes an "invitation to treat"; and your order for products constitutes a contractual offer. No contract will come into force between you and us until we accept your order in accordance with the procedure detailed below.

We will not file a copy of these terms of sale specifically in relation to your order. We may update the version of these terms of sale on the website from time to time, and we do not guarantee that the version you have agreed to will remain accessible. The only language in which we provide these terms of sale is English.

Before you place your order, you will have the opportunity of identifying whether you have made any input errors by reviewing your invoice or checkout details before confirming your order. You may correct those input errors before placing your order by contacting us or modifying the checkout details.

DETAILS OF THE ORDER

The quantity, price and description of the Goods will be those set out in your order (if accepted by us). Orders are accepted at our sole discretion but are normally accepted if the Goods are available, the order reflects current pricing, you are based in the Delivery Area and your credit or account card is authorised for the transaction.

POSTAGE AND PACKAGING

Postage and Packaging is charged on all orders unless otherwise stated.

PAYMENT TERMS

Non Credit Accounts require payment upon receipt of invoice. This can be via a direct bank transfer to Natwest Bank - Account: 49132555, Sort Code: 54-41-30. Credit / Debit Cards – Please call 01747 228 260 - Credit Cards incur a 3% Processing Fee. PayPal – payments@918coffee.com. Goods will not be released until payment in full is received.

Credit Accounts have terms of **strictly** 30 days from the date of invoice. For overdue invoices, a late payment fee of £35.00 + VAT together with an interest fee of 10% of the order value, will be charged per month thereafter. Should payment be received before the charge month end, these fee's will still be charged with the 10% interest fee at a pro-rata rate. Should your credit account suffer 2 late payments, the credit terms offered will be removed and your account will be changed to a non credit account and proforma invoicing. For goods ordered with a credit account that exceed its 30 day terms on any invoice, we reserve the right to withhold future deliveries until all overdue payments in full are received.

Should no payment or agreement be made by 60 days following the date of the invoice, 918 Coffee Co Limited will transfer the account and debt to a Debt Collection Agency who will collect the debt together with their fees. Once this transfer has taken place 918 Coffee Co Limited are unable to cancel it. All subsequent orders will be on a Proforma basis and at our sole discretion.

We accept no liability if a delivery is delayed because you did not supply payment details or if those supplied were incorrect. If it is not possible to obtain full payment for the Goods from your account on delivery of the Goods to you, we will cancel the Contract or suspend any further deliveries to you. This does not affect any other rights we may have.

We will take all reasonable care to keep all information connected with your order secure but we cannot be held liable for any loss that you may suffer if a third party obtains unauthorised access to any data, including credit and account details you provide when accessing or ordering from our website, unless this is solely due to our negligence.

DELIVERY

We deliver to all Mainland UK. For non-Mainland UK eg the Scottish Highlands, Ireland and the Channel Isles and Worldwide deliveries please contact us for a quotation.

We will deliver the Goods to the address you specify for delivery at the time of placing your order. It is important that this address is accurate. It is a condition that all orders despatched will require a signature on delivery. We will never leave items unless they have been signed for. We cannot accept any liability for any loss or damage to the Goods once they have been delivered and signed for. We will aim to deliver the Goods ordered by 13:00 on a Next Day courier service, Monday to Friday, but delivery times are not guaranteed especially during busy periods. This service is offered by our couriers and we cannot be liable should they not deliver next day and we have despatched on time as required. Should we knowingly be unable to deliver next day we will inform you. If delivery is delayed due to any cause beyond our reasonable control, the delivery date will be extended by a reasonable period and we will contact you to arrange an alternative time. Saturday deliveries can be arranged at an extra charge, if required please contact us to arrange this.

All goods must be checked on collection or delivery and not signed for until you are satisfied and fully accept delivery. If there is any sign of damage, please sign as "damaged" and report to us within 48 hours - claims for damaged items will not be otherwise accepted. Terms such as Unchecked or Not Checked are taken as clear acceptance of goods.

You must inform us of any discrepancies whatsoever within 48 hours of collection / delivery. Reasonable assistance must be provided to the delivery driver to help unload, missed deliveries will incur re-delivery costs.

All liability of goods lies with the buyer once the item has been delivered. We do not cover for consequential loss, labour or courier / transportation costs.

RISK AND OWNERSHIP

Risk of damage to or loss of the Goods passes to you at the time of delivery to you or, if you fail to take delivery at the agreed time, the time when we tried to deliver. You will only own the Goods once they have been successfully delivered and when we have received cleared payment in full.

RETURNS/OPTIONS TO CANCEL

By law, customers within the European Union have the right to a 'cooling off period' within seven working days of their purchase being delivered.

If you wish to cancel your order, items may be returned within 7 days and you must contact us by phone on 01747 228260. If you decide to return an item to 918 Coffee Co during this period, provided it is unopened and in its original packaging, you will be entitled to a refund of the cost of the item but not the delivery charge once the item is received by us, less any charges that may apply.

We do not refund courier costs either way. It is your duty to ensure the item(s) reach us in their original condition and we will not be liability for loss or damage of returned items so please ensure you take out the correct insurance cover. You must arrange for the return. Any non-faulty items will incur up to 25% handling charge. Some items that are non-returnable will be advertised as such.

If you are returning the items because they are damaged, faulty or in any way defective then 918 Coffee Co will refund the delivery return fee on receipt of the goods or arrange our own collection service.

PRICING

Our items to you will be charged at the current price displayed on our Trade Price List, Mailshot or Website. Coffee is not charged VAT, however other products and delivery charges do incur a 20% VAT charge.

As we stock a vast and varied number of products, it is always possible that some of the prices may be incorrect. We will verify prices as part of our sale procedures so that a product's correct price will be stated on your invoice for your order. In these circumstances, we reserve the right to cancel the transaction notwithstanding that your order has been confirmed or otherwise accepted, without compensation to you. We will refund or provide a credit to you for the purchase price of the product in question if payment has been made.

All pricing is in GBP and variable products will be charged the current VAT rate. 918 Coffee Co Limited has the right to change pricing without notice.

In addition to the price of the products, you will have to pay a delivery charge, which will be as stated on your invoice.

WARRANTIES

918 Coffee Co aims to provide our customers with high quality products and takes all reasonable steps to ensure you are pleased with your purchase, unless otherwise stated our new products are covered only by the manufacturer's guarantee.

All new Equipment sales, the purchaser accepts full liability for its proper use, operation and installation. Coffee and other such machines must be installed by a licensed professional electrician and plumber, or could result in the void of any warranties.

The purchaser further agrees to indemnify and hold harmless of the seller, its officers and employees from any claims, actions, lawsuits, judgments or liability arising from the use of this product. By purchasing this item the purchaser agrees to the above conditions of this sale and absolves seller, its officers, and employees of any and all liability regardless of its origin in the use of this product.

If there are any broken parts due to shipping damage we will have replacement parts shipped to you ASAP but this must be notified to us within 48 hours and the delivery note should be endorsed as "damaged".

A Product Warranty covers parts only (not wear & tear or neglect) for 1 year unless otherwise specified. To validate, professional installation an invoice from a professional installer must be provided in the event of a warranty claim as proof of proper installation. We do not cover courier or installation costs in any case. Faulty parts must be returned to us under the guarantee (at your own expense), then we will send replacements. Do not book your installer until you have received and checked the goods.

You are advised to check the suitability of the product with a professional body. Our liability shall never exceed the maximum price paid for the actual product. All transactions must be completed within 7 days and contact should be made within 3 days otherwise we reserve the absolute right to cancel any order.

Images and logo's are provided as reference to the item been sold. We endeavour to provide updated information and images of the products in case of any changes, but we cannot assume liability if the item does not reflect the image 100%. If the item does differ it will usually only be minor as both us and the suppliers reserve the right to upgrade / improve quality / parts and specification without prior written notice. Minor variations could include but not limited to packaging, label design & colour, portafilter handle choice or shape, control panel layout. Pictures may be for illustration purposes only and the actual product may vary slightly.

You warrant to us that:

- you are legally capable of entering into binding contracts, and you have full authority, power and capacity to agree to these terms of sale;
- the information provided in your order is accurate and complete;

MATTERS OUT OF OUR CONTROL

We will not be liable to you or in breach of the Contract for delay or failure to perform due to a cause beyond our reasonable control and for any delayed or failed deliveries due to the fault of our courier.

We accept no responsibility or liability for the content or operation of websites which are not under our control but may contain our product.

PRIVACY

Our Customer Privacy Policy ensures that we will not pass on your details to any third party for marketing purposes. For the purposes of facilitating the efficient running of our business, you authorise us:

- to collect all information we may require from any third parties and authorise those third parties to release that information to us;
- to hold all information given by you or any third parties to us;
- to use that information, including giving information to any other person to facilitate collection of debts from you.

The information will be collected, held and used on the condition that:

- it will be held securely on 918 Coffee Co Limited's systems;
- it will be accessible to any of 918 Coffee Co Limited's employees who need access to it for the efficient running of 918 Coffee Co Limited's business;
- the customer may request access to and correction of it at any time.

GOVERNING LAW AND JURISDICTION

These terms will be governed by English law and any disputes will be resolved exclusively by the English Courts. We reserve the right to amend these Terms of Sale at any time. Any goods supplied or sold by us, are governed by these Terms of Sale in accordance with English law.

If any provision of these Terms of Sale shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected.

We do not accept your amendments to these terms and conditions.

PAYMENT METHODS

We accept payments via a direct bank transfer to Natwest Bank - Account: 49132555, Sort Code: 54-41-30. Credit / Debit Cards – Please call 01747 228 260 - Credit Cards incur a 3% Processing Fee. PayPal – payments@918coffee.com.

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CONSUMER GUARANTEES ACT/WARRANTY

If you purchase the goods for the purposes of a business, the provisions of the Consumer Guarantees Act 1993 (Act) will not apply. If you are acquiring the goods for purposes other than for business, nothing in these Terms and Conditions of Sale limits the terms of the Act in any way.

LIMITATION OF LIABILITY AND INDEMNITY

Subject to the above clause, the liability of the 918 Coffee Co Limited for loss, damage or injury arising directly or indirectly from any defect of the goods supplied by us is limited to replacement or repair of the goods, or to damages not exceeding the price of such defective goods at the option of 918 Coffee Co Limited. We shall not be liable for any loss, damage, or injury caused by improper or incorrect operation or use of the goods supplied. We shall not be liable for any consequential indirect or special damage or loss of any kind whatsoever.

The customer shall indemnify us, our employees, officers, agents and contractors from and against any loss, costs, claims, damages, expenses (including legal costs and expenses on a solicitor/client basis), liabilities, proceedings or demands, whether direct or indirect, incurred or suffered by any of them as a result of your improper or incorrect use or care of the goods.

YOUR ORDER IS SUBJECT TO THESE TERMS AND CONDITIONS OF SALE

By purchasing goods from 918 Coffee Co Limited you have entered a legally binding agreement with us on these terms.