



## Consort Frozen Foods Ltd – Walls Equipment Purchase Terms of Sale

### Quick Summary – What You Need to Know

- **Who You're Buying From:** You're ordering from *Consort Frozen Foods Ltd*, who are authorised to sell and take payment for Walls freezers and equipment. All equipment is delivered, installed, and covered by warranty by *Walls Refrigeration Solutions*.
- **Payment:** Full payment (plus VAT) must be made before we can arrange delivery. No delivery will be made without cleared payment.
- **Delivery & Access:** Delivery usually takes 10–15 working days from cleared payment. Please make sure your delivery address is correct and easy to access – failed deliveries or inaccessible sites will cost £95 + VAT.
- **On Arrival:** You must check your equipment for damage before signing anything. We can't accept claims for damage made after the delivery receipt is signed.
- **Ownership & Risk:** The equipment is yours once it's delivered – but official ownership only passes to you once it's paid for in full.
- **Warranty:** All equipment comes with a 3-year parts and labour warranty from Walls Refrigeration Solutions. This doesn't cover accidental damage or misuse.
- **Complimentary Stock:** Free stock must be accepted within 3 months of delivery of the equipment. Depending on the equipment type, it must be taken all at once or in a maximum of two deliveries – See full terms below for more information.
- **Cancellations & Redeliveries:** Cancelling a delivery with less than 48 hours' notice – or missing your delivery – will incur a £95 + VAT fee.
- **Need Help?** For warranty issues or technical support, contact Walls Refrigeration Solutions directly. For order questions, contact Consort Frozen Foods.

### Full Terms of Sale

#### 1. Definitions

- 1.1 "Authorised Sales Agent" means Consort Frozen Foods Ltd, authorised by Walls Refrigeration Solutions ("Equipment Company") to market Equipment, take customer orders, process payment and arrange delivery of any Complimentary Stock.
- 1.2 "Equipment Company" means Walls Refrigeration Solutions, the manufacturer, installer, deliverer of equipment, and warranty provider.
- 1.3 "Customer" means the person, firm or company purchasing Equipment through the Authorised Sales Agent.
- 1.4 "Equipment" means the freezer, cabinet or other refrigeration unit supplied and installed by the Equipment Company.
- 1.5 "Complimentary Stock" means the free stock package offered with certain Equipment.

#### 2. Application of Terms

- 2.1 These Terms and Conditions ("Terms") apply to all Equipment orders placed by the Customer through the Authorised Sales Agent.

2.2 Any variation to these Terms must be agreed in writing by an authorised representative of the Authorised Sales Agent.

### **3. Price and Payment**

3.1 All prices quoted by the Authorised Sales Agent are exclusive of VAT, which will be added at the applicable rate.

3.2 Payment in full is due to the Authorised Sales Agent before delivery of any Equipment or Complimentary Stock, unless otherwise agreed in writing.

### **4. Equipment & Cabinet Delivery**

4.1 Lead times for delivery of cabinets and other Equipment are estimates only (typically 10–15 working days from cleared payment).

4.2 The Authorised Sales Agent will forward delivery details to the Equipment Company, which will contact the Customer to schedule and complete delivery of Equipment.

4.3 The Customer must ensure the delivery address is correct and accessible. Any additional costs arising from incorrect or incomplete information will be the Customer's responsibility.

### **5. Site Access and Failed Deliveries**

5.1 It is the Customer's responsibility to notify the Authorised Sales Agent of any site restrictions (for example, stairs, ramps or narrow doorways) before delivery.

5.2 The Equipment Company's delivery personnel cannot lift cabinets or other Equipment; clear, level access must be provided.

5.3 If delivery cannot be completed or the Customer is not present, a failed delivery charge of £95 + VAT will apply.

### **6. Inspection and Acceptance**

6.1 A Customer representative must inspect the cabinet and any other Equipment on arrival, in the presence of the Equipment Company's delivery personnel, before signing any delivery receipt.

6.2 Any visible damage or shortages must be recorded on the delivery receipt.

6.3 Claims for damage or shortages reported after the delivery receipt is signed will not be considered.

### **7. Risk and Title**

7.1 Risk in the Equipment passes to the Customer on delivery.

7.2 Title (ownership) remains with the Equipment Company until the Authorised Sales Agent has received full payment for the Equipment.

### **8. Warranty and Support**

8.1 The Equipment Company provides a three year warranty covering parts and labour on all cabinets and Equipment.

8.2 The warranty does not cover damage resulting from misuse, accidental damage or failure to follow operating instructions.

8.3 All warranty work, repairs and technical support are handled directly by the Equipment Company.

8.4 Any repairs or servicing outside the warranty period will be charged at the Equipment Company's standard rates.

### **9. Cancellation and Re-delivery**

9.1 The Customer may cancel a scheduled delivery by giving at least 48 hours' notice to the Authorised Sales Agent before the delivery day.

9.2 If the Customer cancels less than 48 hours before delivery, or fails to accept delivery, a charge of £95 + VAT will apply.

9.3 Any re-delivery after a failed attempt will incur the same charge.

### **10. Complimentary Stock**

10.1 Ice Cream Equipment (such as Vista and Maxivision) Complimentary Stock must be delivered in one single shipment and accepted within three months of Equipment delivery.

10.2 Frozen Food Equipment (Gamma range) Complimentary Stock must be accepted within three months of Equipment delivery but may be split into no more than two shipments.

10.3 All Complimentary Stock must be taken no later than three months after Equipment delivery.

10.4 Complimentary Stock cannot be split beyond the allowances above.

## **11. Liability**

11.1 The liability of the Authorised Sales Agent for its own negligence or breach of these Terms is limited to the price paid by the Customer for the Equipment.

11.2 The Authorised Sales Agent shall not be liable for any indirect or consequential losses, including loss of profits or stock.

11.3 Any additional charges levied by the Equipment Company's sub-contractors or third-party partners are the Customer's responsibility.

## **12. Force Majeure**

12.1 Neither the Authorised Sales Agent nor the Equipment Company will be liable for any delay or failure to perform obligations caused by events beyond their reasonable control, such as strikes, supplier failure, extreme weather or transport delays.

## **13. Data Protection**

13.1 The Authorised Sales Agent will process the Customer's personal data in accordance with applicable data protection laws.

13.2 The Authorised Sales Agent's privacy notice is available on request.

## **14. Governing Law and Jurisdiction**

14.1 These Terms are governed by English law.

14.2 Any dispute arising under or in connection with these Terms shall be subject to the exclusive jurisdiction of the English courts.

By placing an order through Consort Frozen Foods Ltd as the Authorised Sales Agent, the Customer confirms acceptance of these Terms and Conditions.