



HTG TRADING LIMITED
Terms & Conditions – SERVICE Provision
Taylor UK Service



Updated: April 2018

1. GENERAL

- (a) These Conditions of Sale – Service Provision (Conditions) apply to all contracts and agreements made between the purchaser (Customer) and HTG Service, Taylor UK or Hubbard Systems, divisions of HTG Trading Limited (as applicable) (Company) to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing and also supersede any earlier conditions, previous agreements, promises, assurances, representations or understandings.
- (b) Any variation of these Conditions shall be only by specific agreement in writing by both parties. These Conditions shall prevail in the event of conflict with any standard conditions of a Customer.
- (c) Special attention is drawn to the sections in this document on warranty and indemnity.
- (d) The headings shall not affect the interpretation of these Conditions.
- (e) A person who is not a party to the contract shall have no right to enforce its terms.
- (f) Spare parts and consumable sales orders are subject to HTG Trading Ltd's standard Terms and Conditions of Sale.

2. SERVICE AGREEMENTS AND FORMATION OF CONTRACT

- a) The Company reserves the right to accept or refuse Service Agreements and also to cancel or suspend delivery or services under any uncompleted order or agreement in accordance with these Conditions.
- b) A contract shall be deemed to have been entered into when, upon receipt of a completed Service Agreement and satisfied payments terms from the Customer in accordance with these Conditions, the Company has sent or delivered to the Customer an acceptance in writing or an invoice for the Service Agreement (Order). "Goods" means the spare parts or services (or any part of them) set out in the Service Agreement and, for the avoidance of doubt, shall also include Bespoke Goods (defined below).

3. QUOTATIONS/TENDERS/ESTIMATES

- a) Validity: Unless previously withdrawn by the Company or specified otherwise all quotations for service are open for acceptance within 30 days from their respective date of issue and are subject to confirmation at the time of acceptance. Any quotation given by the Company shall not constitute an offer for sale or a representation that those services are available for sale.
- b) Acceptance: To enable the Company to proceed with the Order or Agreement acceptance, the Customer is responsible for ensuring that the terms of the Order or Agreement and any quotation are complete and accurate.
- c) Onsite work estimates are valid for a period of 14 days and are based on our evaluation of the equipment at the time of assessment. Estimates are subject to change due to material price increases or additional labour and parts which may later be required should unforeseen problems occur after work has started. Any approvals received after 14 days may incur additional call out charges.

4. DESCRIPTION OF SERVICES. GOODS. SPECIFICATIONS. DRAWINGS. PRINT ETC.

- a) The Company reserves the right to make, without notice to the Customer, any improvement or alteration in the material specification, dimension or design of the Goods which the Company considers reasonable or desirable or which may be required by law and such improvement/alteration(s) shall not affect the validity of the contract.
- b) All data, drawings or descriptive matter included in catalogues, circulars, advertisements, price lists etc. shall be for the sole purpose of giving an approximate idea of the Goods and Services and shall not form part of the contract nor have any contractual force. Any technical drawings, prints and specifications supplied by the Company in connection with a quotation or contract shall remain the property of the Company. The Customer shall not copy them without the Company's consent and shall comply with any reasonable requirement regarding their use, return or otherwise.

5. PRICE

- a) The price of the Goods and Services shall be set out in the Service Agreement, or, if no price is quoted, the price set out in the Company's published price list in force at the date of Delivery (as defined below).
- b) All the Company's published or quoted prices are exclusive of Value Added Tax and subject to alteration, upward or downward, without notice. VAT will be charged at the official rate prevailing on the date of the invoice (UK contracts only).

- c) The Company may, by giving written notice to the Customer at any time up to 10 days prior to delivery or site visit, increase the price of the Goods or Services. In the event that the price increase is not acceptable to the Customer, the Customer shall have the right to terminate the Contract by giving written notice to the Company.

6. CARRIAGE OF PARTS

- a) The Company may, at its sole discretion, impose a minimum net order value to qualify for delivery to be included within the price of the Goods. Goods to be delivered by special delivery, special items or service parts are excluded and the costs of delivery will be charged in addition to the price quoted for the Goods.
- b) Where delivery is included within the price of the Goods it will be made to the Customer's principal place of business, depot, or agreed site on the mainland of Great Britain by any method of transport at the Company's option. Right is reserved to charge for any extra transport costs involved if delivery to other sites, or by special means, is required.
- c) When carriage is an extra charge the most economical method of transport will be used in relation to the required delivery points and the giving of efficient Customer service within the circumstances prevailing at the time.

7. DELIVERY. NON-DELIVERY OR DAMAGE IN TRANSIT

- a) The Company shall deliver the Goods to the place as agreed between the Company and the Customer in accordance with clause 6 of these Conditions (Delivery Location).
- b) Whilst every effort will be made to adhere to the delivery dates stated by the Company, and/or required by the Customer, delivery dates are estimates only and time is not of the essence for Delivery.
- c) If the Company fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Company shall not be liable for delay or failure to deliver the Goods to the extent that such delay or failure is caused by a Force Majeure Event or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- d) Claims for Goods not received or received damaged will be considered only if, in the case of the former, the Company is notified verbally within a reasonable time and, in the case of the latter within 36 hours. In either instance written confirmation must follow within 14 days of the advice note date.
- e) Deliveries direct to a site will only be made with the Company's consent and the Customer must ensure that the site will be secure and accessible to normal road transport at the time and date of Delivery. Also, that the Goods will be accepted and clearly signed for by a person of appropriate responsibility and authority.

8. CANCELLATIONS & RETURNS

- (a) Spare Part orders cannot be cancelled, nor Goods returned, without the prior agreement and written consent of the Company. Any Goods returned must be sent carriage paid, arrive in a new, unused, undamaged condition and, where applicable, be in the original packing. Credit for such returns will be subject to an administration and restocking charge at the Company's discretion. Both parties' relevant document details must be quoted in all correspondence relating to cancellations for returns.

9. INTELLECTUAL PROPERTY RIGHTS

- a) All patents, rights to inventions, trademarks, copyright, business names, domain names, goodwill and the right to sue for passing off or unfair competition, rights in designs and confidential information (Intellectual Property Rights) in or arising out of or in connection with the Goods shall be owned by the Company or an applicable third party. The Customer acknowledges that in respect of any third party Intellectual Property Rights in the Goods, the Customer's use of any such Intellectual Property Rights is conditional on the Company obtaining a written licence from the relevant licensor on such terms as will entitle the Company to licence such rights to the Customer.
- b) The Customer irrevocably agrees that it shall not alter, obliterate or remove any Intellectual Property Rights applicable to the Goods nor use any such Intellectual Property Rights in advertising without the prior written consent of the Company.

10. DATA PROTECTION

The Company undertakes to comply with the Data Protection Act 1998 and any replacement legislation from time to time in force including, but not limited to, the General Data Protection Regulation (Regulation (EU) 2016/679) to the fullest extent necessary. See the Company's Privacy Policy for more information about how the Company uses the Customer's data.

11. LEGAL CONSTRUCTION

- a) The contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.
- b) Subject to (c) below, the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the contract or its subject matter or formation.
- c) The Company may, without giving any notice to the Customer, elect to proceed using the courts in Scotland, Northern Ireland or any other jurisdiction to settle any action which may be lawfully brought against the Customer.

12. LIABILITY, INDEMNITY AND CONSEQUENTIAL LOSS/DAMAGE

- a) Nothing in these Conditions shall limit or exclude the Company's liability for: (i) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); (ii) fraud or fraudulent misrepresentation; (iii) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or any other liability which cannot be excluded by applicable law.
- b) Subject to clause (a): (i) the Company shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the contract; and (ii) the Company's total liability to the Customer in respect of all other losses arising under or in connection with the contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total price of the Goods as set out in the contract to which the liability relates.
- c) The Customer shall indemnify the Company against any claims made by a third party arising directly or indirectly from the contract to the extent that the Company's liability is limited to the relevant clauses contained within these Conditions.
- d) The Company accepts no liability for any loss of earnings from equipment being out of operation regardless of whether a qualified engineer has attended site or not. The Company will not offer any form of remuneration or compensation for machines which are inoperable for whatever reason.
- e) The Company accepts no responsibility for 'knock-on-effect' problems which may occur when servicing older, poorly maintained or out of warranty equipment. If rectifying one issue creates a new problem down the line, the Customer is wholly responsible for deciding whether to pursue with fixing the machine.
- f) All parts supplied and fitted by a Taylor UK Service engineer or authorized sub-contractor carry a 90 day manufacturer guarantee.

13. TERMS OF PAYMENT

- a) Unless otherwise agreed and arranged (e.g. cash with order/cash on delivery/Proforma invoice), invoices are rendered to the Customer with credit accounts and become due for payment by the end of the month following the date of invoice and time of payment shall be of the essence. Payment shall be made by the method specified in the invoice.
- b) Unless otherwise agreed in writing, a cash deposit, which is non-refundable, must be paid by the Customer to the Company before delivery or service takes place.
- c) Special discount may be offered for earlier settlement than as set out in (a) above, but this may be varied or discontinued at the Company's discretion.
- d) The Company's terms of payment must be strictly observed. If any sum is not paid by the due date or if before such due date the Customer is unable or unwilling to make such payment in full, then the Company (without prejudice to any rights or remedies it may have): (i) suspend Delivery under all or any contracts with the Customer; and/or (ii) charge the Customer interest at the rate of 2% above the Bank of England's minimum base lending rate; and/or (iii) the Company shall have the right to terminate the contract and take appropriate action to recover the relevant Goods at the Customer's expense and/or damages for any breach of contract by the Customer.
- e) The Customer shall pay all amounts due under the contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law).
- f) If the Customer fails to pay an instalment on the due date, then the whole amount of the outstanding balance owing to the Company by the Customer shall become immediately due and payable and interest on such balance will be charged and immediately payable at the rate of interest as set out above.
- g) The Company reserves the right to charge the Customer for any call outs, labour charges and parts incurred during a service call which is found to be caused by 'operator error' or 'neglect' and is not covered by the warranty provision.
- h) The Company reserves the right to charge the Customer an 'aborted call' fee should an engineer or authorized service contractor be denied access or is prevented from entering the site for whatever reason.

14. COUPLING OR INSTALLATION OF OTHER PRODUCTS

The proper engineering application and installation of each project involving Goods supplied by the Company is the responsibility of the relevant trade purchaser/contractor and/or equipment manufacturer and not of the Company. The Company makes no representations, express or implied, as to the suitability of the coupling of such products to any other products and all warranties and conditions are hereby excluded.

15. WARRANTY & IMPLEMENTATION

- a) The Company's warranty is applicable to the UK and Eire only and for the benefit of the Customer only. It is complementary to and does not diminish statutory and legal rights. The Company will expect reasonable access to enable examination of equipment supplied by the Company which is the subject of a warranty claim. This may be required where, in certain instances, failure of equipment cannot be substantiated as having been caused by manufacturing or material faults.
- b) Where the Customer is the end user only, the following shall apply: (i) installation of the Goods must be conducted by an authorised agent of the Company; (ii) unless expressly agreed by the Company in writing at the time of the Order, a one year warranty is applicable on new Goods and a six month warranty is applicable on used and ex-demonstration Goods purchased from the Company on installation, labour and major parts but the warranty excludes consumable items including rubber seals, lubricant, sanitiser, check rings, electrical switches etc. When this period has elapsed, service will be charged at the Company's current rates; and (iii) the warranty on both parts and labour is conditional upon the Customer expressly undertaking to carry out all cleaning and maintenance procedures in accordance with the manufacturer's recommendations and any defects must be notified immediately. Warranties are not transferable.
- c) Where the Customer is not the end user but a dealer, distributor or manufacturer (referred to in the clause as a Trade Purchaser), it shall be the responsibility of the Trade Purchaser selling equipment supplied by the Company (and not of the Company) to undertake work required to honour the Company's warranty on all Goods sold by that Trade Purchaser. Provision for in-warranty labour should be included in such Trade Purchaser's selling price.

- d) In the case of new finished products (including new compressors) the Company will (at its option) replace or repair any component(s) thereof provided to its satisfaction to be defective due to faults in material or workmanship within a period of twelve calendar months from date of installation or fifteen months from date of dispatch by the Company, whichever shall be the shorter period. All labour, material, travel and carriage costs involved affecting such replacement(s) or repair(s) shall be the responsibility of the Customer, not of the Company. Replacement parts supplied under such finished product warranty shall inherit the unexpired portion of the warranty period. Parts supplied for out-of-warranty equipment to carry warranty for 6 months from date of dispatch.
- e) Replacement components required under the Company's warranty will be dispatched against official orders only and on a chargeable basis. The speediest method of transportation available to the Company at the time will be used; carriage and VAT charged extra. When a replacement part has been fitted to the relevant in-warranty equipment supplied by the Company, the replaced parts should be returned to the Company's address, complete, under cover of an official advice note. It is essential that the following information is included so that warranty status can be determined and, if the claim is validated, a credit issued to the Customer with minimum delay: (i) correct name and address of sender; (ii) serial number of the complete equipment; (iii) installation date of the complete product or replacement part; (iv) reason for warranty claim and circumstances of failure; and (v) invoice number against which the complete product was supplied and, if relevant, the replacement service part invoice number.

16. PRINCIPAL EXCLUSIONS FROM WARRANTY (ALL MANUFACTURERS)

None of the warranties described under (15) above shall apply to:

- a) Any defect which, in the opinion of the Company, has arisen as a result of operator error, fair wear and tear, misuse, misapplication, incorrect installation, neglect (including of regular maintenance/checking), fluctuation/interruption/failure of electricity or water supply, transportation or removal after original installation, or accident.
- b) Technical instructions, compressor cleaning, re-calibration/adjustments (outside of the initial installation or following significant maintenance work) or culinary training are not covered by any warranty.
- c) Any defect not immediately notified to the Company or its authorised trade distributor;
- d) Any products supplied by the Company and installed outside of Great Britain, Northern Ireland, Isle of Man, Eire and the Channel Islands.
- e) Products which have been tampered with or repaired by any unauthorised or unqualified person;
- f) Conditions of Warranty and representation expressed by unauthorised persons purporting to act on behalf of the Company;
- g) Any products/component which has had its Model/Serial plate removed or tampered with.
- h) Machine cleaning in any form is not covered by any warranty. Labour costs incurred by the Company to clean faulty machines prior to any work being carried out will be charged back to the Customer at the standard labor rate.
- i) Removal or disassembly of counters etc. is not covered by any warranty. The Company reserves the right to charge the Customer for labour costs incurred to gain access to equipment which has been bespoke fitted by either the Customer or an outside third party. It's the Customers responsibility to ensure that any built-in or exterior trim is removed prior to an engineer visit.
- j) Parts/components specifically not covered by any warranty (unless specifically stated on your service agreement) include, but is not limited to; white nylon bushes, scraper blades or shims, o-rings or other 'rubber' or plastic seals, lubricants, sanitisers, brushes, buckets, parts trays, Taylor tools, napoli containers, cooking trays, grill release sheets or cooking implements.

17. DEFINITION OF FACTORY WARRANTY – TAYLOR COMPANY

Taylor Company warrants the equipment (Product) against failure due to defects in materials or workmanship under normal use and service as follows:

- (a) The parts and labour warranty periods begin on the date of original Product installation. If a part fails due to defects during the initial twelve-month warranty period, The Company will provide a new or re-manufactured part, at the Companies option, to replace the failed defective part at no charge for the part or the labour incurred to fit that part.
- (b) Major components of the Product have the following 'parts only' warranty duration; Insulated Shell Assembly – 5 years, Refrigeration Compressor (excluding service valve) – 5 years, Beater Motors – 2 years, Beater Drive Gear – 2 years, Printed Circuit Boards and Softech™ Controls beginning with Serial Number H8024200 – 2 years, All other components (excluding consumables and parts lost due to negligence) – 1 year. If a component fails due to defects after the initial twelve month warranty period has elapsed (unless an extended warranty provision has been agreed and paid for prior to the end of this period) but within the parts only warranty period, The Company will provide a new or re-manufactured part, at the Companies option, to replace the failed defective part at no charge for the part but the labour incurred to fit that part will be chargeable to the Customer (unless an extended warranty agreement is in place).
- (c) Taylor Clamshell grills come with twelve-months part and labour warranty. The warranty period begins on the date of original installation. If a part fails due to defects during the initial twelve-month warranty period, The Company will provide a new or re-manufactured part, at the Companies option, to replace the failed defective part at no charge for the part or the labour incurred to fit that part.

18. DEFINITION OF FACTORY WARRANTY – ISA SPA

ISA Spa warrants the equipment (Product) against failure due to defects in materials or workmanship under normal use and service as follows:

- (a) All parts and labour warranty periods begin on the date of original Product installation. If a part fails due to defects during the initial twelve-month period, The Company will provide a new or re-manufactured part, at the Companies option, to replace the failed defective part at no charge for the part or the labour incurred to fit that part.
- (b) Major electrical, mechanical and refrigeration components of all ISA 'Plug-in' Cabinets carry two-year parts warranty in addition to the twelve months labour warranty, this excludes decorative panels, glass or consumable items. If a warrantied component fails due to defects after the initial twelve month warranty period has elapsed but is still within the parts only warranty period, The Company will

provide a new or re-manufactured part, at the Companies option, to replace the failed defective part at no charge for the part but the labour incurred to fit that part will be chargeable to the Customer.

- (c) Bespoke ISA installations installed by Taylor UK or an approved contractor only carry twelve-month parts and labour warranty. If a warrantied component fails due to defects during the twelve-month warranty period, The Company will provide a new or re-manufactured part, at the Companies option, to replace the failed defective part at no charge for the part or the labour incurred to fit that part.
- (d) Bespoke ISA installations not installed by the Company will be subject to twelve months 'parts only' warranty unless the installation has been verified by a Taylor UK engineer or authorized contractor. If a warrantied component fails due to defects during the twelve month warranty period, The Company will provide a new or re-manufactured part, at the Companies option, to replace the failed defective part at no charge for the part but the labour incurred to fit that part will be chargeable to the Customer.

19. DEFINITION OF FACTORY WARRANTY – QUALITY FRY

Quality Fry warrants the equipment (Product) against failure due to defects in materials or workmanship under normal use and service as follows:

- (a) All parts and labour warranty periods begin on the date of original Product installation. If a part fails due to defects during the initial twelve-month period, The Company will provide a new or re-manufactured part, at the Companies option, to replace the failed defective part at no charge for the part or the labour incurred to fit that part.

20. DEFINITION OF FACTORY WARRANTY – PRATICA

Pratica Technicook warrants the equipment (Product) against failure due to defects in materials or workmanship under normal use and service as follows:

- (a) All parts and labour warranty periods begin on the date of original Product installation. If a part fails due to defects during the initial twelve-month period, The Company will provide a new or re-manufactured part, at the Companies option, to replace the failed defective part at no charge for the part or the labour incurred to fit that part.

21. DEFINITION OF FACTORY WARRANTY – FRIGOMAT

Frigomat warrants the equipment (Product) against failure due to defects in materials or workmanship under normal use and service as follows:

- (a) All parts and labour warranty periods begin on the date of original Product installation. If a part fails due to defects during the initial twelve-month period, The Company will provide a new or re-manufactured part, at the Companies option, to replace the failed defective part at no charge for the part or the labour incurred to fit that part.

22. DEFINITION OF FACTORY WARRANTY – FLAVOR BURST

Flavor Burst warrants the equipment (Product) against failure due to defects in materials or workmanship under normal use and service as follows:

- (a) All parts and labour warranty periods begin on the date of original Product installation. If a part fails due to defects during the initial twelve-month period, The Company will provide a new or re-manufactured part, at the Companies option, to replace the failed defective part at no charge for the part or the labour incurred to fit that part.

23. EXTENDED WARRANTY PROVISION

Taylor UK reserves the right to offer extended warranties on selected model ranges within the HTG Trading Ltd equipment portfolio. Extended warranty provision may be withdrawn at any time, but the Company will honor any Service Agreements that are in place for the duration of that agreement. Extended warranties and ongoing service agreements are subject to the following;

- (a) Extended warranties must be agreed, and service agreement put in place within the initial twelve-month warranty period. Extended warranty applications will not be accepted once the initial twelve-month period has expired.
- (b) The extended warranty must be paid for in full, as per the Companies payment terms – section 13, before any service work will be undertaken under that warranty. Failure to pay for any extended warranty or service agreement will render the policy void.
- (c) Taylor UK Service extended warranties are non-transferable. Any ongoing warranty provision (outside of the initial twelve-months) will not transfer to the new owners should the business be sold. If the warrantied machine is moved from one site to another, transport must be undertaken by a contractor authorized by The Company (chargeable). Un-approved relocation of warrantied equipment will render any Taylor UK extended warranty provision as void.
- (d) Operators who choose to upgrade their Taylor machine while it's still within any extended warranty period may transfer any outstanding 'warranty balance' to the new machine on a like-for-like basis. Transfer of the warranty balance must be agreed at the point of sale of the new equipment and cannot be applied retrospectively.
- (e) Any 'multiple machine' warranties are site specific. Should the operator choose to relocate a warrantied machine to a new site without the approval of The Company (part 'c' above) they render the warranty of the relocated machine as void. Preventative maintenance visits on 'multiple machine warranties' must be completed at the same time and at the same location (minimum two machines).
- (f) Full details of the services provided within any extended warranty or service agreement will be listed within the service agreement summary. A copy of which needs to be signed by the customer at the time of activation.

24. ENGINEERS, CALL OUTS, ATTENDANCE, WORKING HOURS & FIRST TIME FIX

Our nationwide network of specialist manufacturer trained technicians enables Taylor UK Service to offer industry leading service throughout mainland UK. Assisted by our comprehensive stock of spare parts, we pride ourselves on our ability to provide some of the best first time fix rates in the industry. The Company will endeavor to adhere to, but cannot guarantee, the following:

- (a) Engineer working hours – Our core operating hours are Monday to Friday, 8.30am to 5.00pm for standard service. Emergency or 'reactive' service is available outside of the core hours and at weekends and on bank holidays. Engineer call outs outside of the core

operating hours, at weekends and on bank holidays will be classed as 'out of hours' and may incur additional call out charges which will not be included in any warranty provision.

- (b) Customer Service & Support Centre – our call center is manned seven days per week, 363 days of the year from 8.30am to 5.00pm Monday to Friday, 9.00am to 3.00pm at weekends and bank holidays. Outside of these hours The Company operates a messaging service. Any messages left out of hours either by phone or email will be dealt with on a first-come-first served basis the next working day.
- (c) The Company's aim is to attend all emergency or 'reactive' calls within 24 working hours of the initial call being placed. Approximate attendance times will be given at the point the call is logged but are in no way guaranteed. An attendance confirmation will be given prior arrival, where possible, but jobs may be 'brought forward' to maximize engineer efficiency and attend site as quickly as possible.
- (d) Scheduled Preventative Maintenance service calls (PM Visits) will be scheduled. However, should a scheduled engineer visit be cancelled at short notice, The Company will endeavor to contact the effected Customer as soon as reasonably possible to inform them of the cancellation and to re-schedule the scheduled site visit. The Company accepts no-liability in any way should a scheduled visit be canceled at short notice.
- (e) Attendance and site access – Taylor UK Service technicians will use all reasonable methods to gain access to a Customers site. Should access be denied, or technicians be turned away, The Company reserves the right to charge an 'aborted call' callout charge which may need to be settled prior to any re-attendance. It's the Customers responsibility to ensure technicians can access the site, should there be any restrictions, these should be relayed to the call handler when the call is initially logged. Service requests for sites located within an airport may incur a permit charge.
- (f) Service technicians are there to fix faulty equipment, they're not there to clean customer machines. Should an engineer attend a service call and be required to clean the machine before any work can progress then The Company reserves the right to charge the
- (g) Third party contractors – The Company directly employs thirty fully trained technicians who are qualified to service any of the equipment which The Company supplies and warranties. Wherever possible The Company will use HTG Services Technicians to facilitate any service or warranty work but on occasion, and to ensure that the customer receives the correct level of service, a third-party service contractor may be used. If a third-party contractor is used, the company will inform the Customer before the technicians attend site.

25. DEFINITION OF 'OPERATOR ERROR'

The Company reserves the right to charge the Customer should it be deemed that the fault has arisen as a result of operator error, fair wear and tear, misuse, misapplication, incorrect installation, fluctuation/interruption/failure of electricity or water supply, transportation or removal after original installation, or accident. Specific operator error faults which will incur non-warranty charges include, but are not limited to:

- (a) Heat cycle failure - if it is diagnosed that the heat treatment cycle has failed due to the Customer not following the correct closing procedures.
- (b) Barrel or beater frame damage – if it's diagnosed that the damaged has been caused by the machine being put on to 'freeze' with water in it during the cleaning or sanitizing process.
- (c) Damage caused by incorrect assembly or due to missing parts.
- (d) Use of Non-Taylor components – if it's diagnosed that the machine has been assembled using after-market or non-OEM parts, seals or gaskets.
- (e) Damage due to 'boxing-in' – if its diagnosed that the issue has been caused by inappropriate installation; air-cooled machines require adequate airflow etc.

26. COMPANY'S LIABILITY FORCE MAJEURE, ETC.

"Force Majeure Event" an event or circumstance beyond the Company's reasonable control (including, but limited to, strike, lockout, protest or other industrial dispute, fire, explosion, epidemic, flood, storm, tempest, Act of God, stoppage or substantial interference with transport or substantial interference with gas, water or electricity, prohibition of import or export, Government decree or requirement whether local or national, riots, wars, act of terrorism, civil commotion or any other contingency of any kind whatsoever). The Company shall not be in breach of contract nor liable for any delay in performing, or failure to perform, any of its obligations under this contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance exceeds six calendar months either party may cancel the remainder of the contract. Upon such cancellation, the Company shall be paid fair compensation for work done and for commitments entered into for the purposes of performing the Contract before the date of cancellation.

Taylor UK Customer Service & Support Centre:

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