

CATERING EQUIPMENT DIRECT

Terms and Conditions of Sale

Version 6.0 — Effective July 2026

Catering Equipment Direct Ltd (trading as CED) · Company No. 16783369 · Registered Office: 61 Bradford Street, Walsall, England, WS1 3QD

VAT No. 504 2680 17

IMPORTANT LEGAL NOTICE: These Terms and Conditions constitute a legally binding agreement between Catering Equipment Direct Ltd and the Customer. Please read them carefully before placing an order. By placing an order you confirm your acceptance of these terms in full. The Company supplies commercial catering equipment to Business Customers only and does not sell to consumers. These Terms and Conditions apply in respect of all Goods supplied by the Company, regardless of which Authorised Supplier fulfils the order, and shall automatically apply to all current and future Supplier partnerships.

1. Interpretation

In these Terms and Conditions, the following definitions apply:

"Company" / "we" / "us" / "our": means Catering Equipment Direct Ltd (trading as CED), a company registered in England and Wales under company number 16783369, whose registered office is at 61 Bradford Street, Walsall, England, WS1 3QD.

"Customer" / "you" / "your": means the Business Customer placing an order with the Company.

"Business Customer": means a person, firm, company or other legal entity purchasing Goods wholly or mainly for the purposes of a trade, business, craft or profession, and not as a consumer.

"Goods": means any products, equipment, or items supplied by the Company pursuant to an order, regardless of the Authorised Supplier fulfilling that order.

"Order": means a purchase order submitted by the Customer to the Company for the supply of Goods.

"Contract": means the agreement between the Company and the Customer for the supply of Goods, incorporating these Terms and Conditions.

"Business Day": means any day other than a Saturday, Sunday or public holiday in England and Wales.

"Authorised Supplier" / "Supplier": means any wholesale distributor, manufacturer, or third-party fulfilment partner that the Company works with, currently or in the future, to source and fulfil Goods. These Terms and Conditions apply to all Goods regardless of which Authorised Supplier fulfils the relevant order.

"Manufacturer": means the original manufacturer of the Goods, who may be the same as the Authorised Supplier or a separate entity whose products are distributed by the Authorised Supplier.

"Manufacturer's Warranty": means the warranty provided by the Manufacturer or Authorised Supplier in respect of the Goods, the terms of which are communicated at the point of sale.

"Qualified Electrician": means a person who holds a recognised electrical qualification and is registered with a government-approved scheme in accordance with the Electricity at Work Regulations 1989 and the IET Wiring Regulations (BS 7671), competent to install, inspect, test, and certify electrical installations and equipment in a commercial environment.

"Gas Safe Engineer": means a person registered on the Gas Safe Register under the Gas Safety (Installation and Use) Regulations 1998, competent to install, commission, and service gas appliances in a commercial environment.

"Unauthorised Modification": means any alteration, repair, adjustment, or adaptation made to the Goods or to the electrical or gas installation serving the Goods by any person who is not the manufacturer, an Authorised Supplier, or a person holding the appropriate qualifications and certifications required by law.

"Writing": includes email and any other electronic communication as may be agreed between the parties.

2. Basis of Contract and Scope of Application

2.1 These Terms and Conditions apply to and govern all Contracts between the Company and the Customer to the exclusion of all other terms and conditions, including any terms the Customer may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 These Terms and Conditions apply to all Goods supplied by the Company, irrespective of which Authorised Supplier sources or fulfils the order. The Company may add further Authorised Suppliers at any time. The identity of the Authorised Supplier fulfilling any given order does not affect the Customer's rights or obligations under this Contract.

2.3 All Authorised Suppliers who cooperate with the Company are subject to the standards, conditions, and obligations reflected in these Terms and Conditions. By purchasing from the Company, the Customer agrees that these Terms and Conditions govern the transaction regardless of the identity of the underlying Authorised Supplier.

2.4 An Order placed by the Customer constitutes an offer to purchase Goods in accordance with these Terms and Conditions. No Order shall be deemed accepted by the Company until the Company issues a written order confirmation or despatches the Goods.

2.5 These Terms and Conditions are subject to change without prior notice. The version in force at the time of the Customer's Order shall govern that transaction.

2.6 Any quotation issued by the Company shall remain valid for 30 days from the date of issue, after which it shall lapse.

2.7 Business Customers Only

The Company supplies commercial catering equipment to Business Customers only. The Company does not sell to consumers. All Goods are commercial-grade equipment intended for use in a trade or business environment.

2.7.1 By placing an Order, the Customer confirms and warrants that it is purchasing the Goods wholly or mainly in the course of a trade, business, craft or profession, and not as a consumer.

2.7.2 The Company may, before accepting any Order, require evidence of the Customer's business status, including but not limited to: business or trading name, company registration number, VAT registration number, or other proof of trading activity. The Company reserves the right to refuse or cancel any Order where it is not satisfied that the Customer is a Business Customer.

2.7.3 Where the Customer falsely declares, misrepresents, or conceals its status in order to purchase as if a Business Customer, the Customer shall not be entitled to rely on any consumer protection legislation, and shall indemnify the Company against any loss, cost, claim, or liability arising from that misrepresentation.

2.7.4 Because all Contracts formed under these Terms and Conditions are business-to-business contracts, the cancellation rights contained in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and the remedies afforded to consumers under the Consumer Rights Act 2015 do not apply.

3. Prices and Payment

3.1 All prices are quoted exclusive of Value Added Tax (VAT) unless otherwise stated. VAT will be added at the prevailing rate at the time of supply.

3.2 The Company reserves the right to amend prices at any time without prior notice. The price payable shall be the price confirmed in the order confirmation or invoice.

3.3 In the event of any pricing error or obvious inaccuracy, the Company reserves the right to cancel the Order and issue a full refund, or to offer the Goods at the correct price.

3.4 Payment is due in full prior to despatch of Goods, unless a credit account has been formally agreed in writing. Credit accounts must be settled within 30 days of the date of invoice.

3.5 In the event of late payment, the Company reserves the right to charge statutory interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 at 8% above the Bank of England base rate, calculated daily from the date payment fell due.

3.6 The Company reserves the right to suspend or cancel any order or delivery where payment is outstanding.

3.7 All special offers and promotional pricing are subject to availability and may be withdrawn at any time without notice.

4. Orders, Cancellations and Cancellation Charges

This clause sets out the charges that apply if the Customer cancels an accepted Order. Charges increase once Goods have been despatched, and Goods that have been unpacked, connected, or used cannot be cancelled or returned at all. Cancellation charges are structured to recover the actual costs the Company incurs with its Authorised Suppliers and carriers.

4.1 An accepted Order may only be cancelled in accordance with this Clause 4. All cancellation requests must be made in Writing to info@cedcateringequipment.co.uk. Verbal cancellations will not be accepted. The date of cancellation is the date on which the written request is received by the Company.

4.2 Stage 1 — Cancellation Before Despatch

4.2.1 Where cancellation is requested before the Goods have been despatched from the Authorised Supplier's warehouse, a cancellation charge will apply equal to the greater of: (a) £100; or (b) the actual costs already incurred by the Company in respect of the Order, including non-refundable payment processing fees and any picking, allocation, or cancellation charge imposed by the Authorised Supplier.

4.2.2 The balance of any amount paid will be refunded in accordance with Clause 4.7.

4.3 Stage 2 — Cancellation After Despatch

4.3.1 Where the Goods have been despatched from the Authorised Supplier's warehouse, a cancellation charge will apply equal to the greater of:

- (a) 30% of the total order value; or
- (b) the aggregate of the actual costs incurred by the Company, comprising: (i) any restocking or cancellation charge imposed by the Authorised Supplier; (ii) the full cost of the outbound delivery, including where delivery was offered to the Customer free of charge; (iii) the full cost of collecting and returning the Goods to the Authorised Supplier; and (iv) an administration fee of £50.

4.3.2 All cancellation charges are subject to VAT at the prevailing rate.

4.3.3 Where delivery was offered free of charge, the actual cost of that delivery becomes chargeable retrospectively upon cancellation after despatch and will be included in the cancellation charge.

4.4 Stage 3 — Goods Unpacked, Connected, or Used: No Cancellation

Goods that have been unpacked, installed, connected to any power, water, or gas supply, or used in any way are non-cancellable and non-returnable, and no refund or credit will be issued under any circumstances.

4.4.1 Connection of the Goods to any power, water, or gas supply is deemed conclusive evidence of use, regardless of the duration of connection.

4.4.2 The Company reserves the right to require photographic evidence of the condition of the Goods and their packaging before authorising any return, to verify serial numbers, and to inspect returned Goods for evidence of use, including compressor running hours and internal wear.

4.4.3 Where Goods returned to the Company or an Authorised Supplier are found to have been used, no refund or credit will be issued and the Customer will remain liable for the full value of the Goods, together with all transport costs incurred.

4.5 Special, Bespoke, and Import-to-Order Products

4.5.1 Special, bespoke, made-to-order, and import-to-order products — including Goods imported to order by an Authorised Supplier from outside the United Kingdom — cannot be cancelled under any circumstances once the Order has been confirmed with the Authorised Supplier or manufacturer. Such products will be identified as special order items at or before the point of sale.

4.6 Collection

4.6.1 Where collection of Goods is required following an authorised cancellation, an additional collection charge may be levied per item, reflecting the carrier's charge to the Company.

4.7 Refunds

4.7.1 Any refund due to the Customer will be processed within 14 days of the later of: (a) the date the Goods are received back by the Company or the relevant Authorised Supplier and confirmed to be unused and in their original, undamaged packaging; and (b) the date on which the applicable cancellation charges are finally determined. Refunds are made to the original payment method.

5. Delivery

5.1 All delivery dates are estimates only and are not guaranteed. The Company shall not be liable for any loss, cost, expense or damage arising from delay in delivery, however caused.

5.2 Delivery is made to the kerbside or an agreed accessible ground-floor point. The Company and its Authorised Suppliers accept no responsibility for delivering Goods beyond the agreed delivery point.

5.3 The Customer is solely responsible for ensuring the delivery address is clear, level, accessible and safe. Additional charges arising from failed deliveries or access difficulties shall be borne by the Customer.

5.4 Additional surcharges apply for deliveries to the Scottish Highlands, Northern Ireland, the Isle of Man, the Isle of Wight, the Channel Islands, and other offshore or remote locations.

5.5 Next-day and timed deliveries are available on selected Goods for an additional charge, subject to Authorised Supplier availability.

5.6 Risk in the Goods passes to the Customer upon delivery. Title does not pass until full payment has been received by the Company.

5.7 Where delivery is made by a third-party logistics provider, the Company shall not be liable for the acts, omissions or delays of that provider beyond the Company's reasonable control.

6. Inspection and Damage at Delivery

This clause is critical. Failure to comply with the inspection and notification requirements will significantly affect the Customer's ability to make a valid claim. This requirement is a condition of all Authorised Supplier agreements and applies regardless of which Supplier fulfils the order.

6.1 The Customer must fully inspect all Goods at the point of delivery before signing the delivery note.

6.2 Any visible damage, shortage, or discrepancy must be clearly noted on the delivery note before it is signed.

6.3 The Customer must not sign the delivery note as 'unchecked', 'unexamined', or with any similar qualification. A clean signature constitutes acceptance of the Goods in good condition and no damage claim will be entertained thereafter.

6.4 Any damage, shortage, or discrepancy must be reported to the Company in writing within 24 hours of delivery. Claims made after this period will not be accepted.

6.5 Original packaging must be retained where damage is reported. The Company reserves the right to inspect packaging and Goods prior to processing any claim.

6.6 Cosmetic damage, glass, handles, gaskets, and trim items are excluded unless reported in writing within 24 hours of delivery.

7. Returns

7.1 Returns will only be accepted where prior written authorisation has been issued by the Company. Goods must not be returned without a returns authorisation number.

7.2 The Company shall not be responsible for Goods returned without prior authorisation.

7.3 Authorised returns must be in original, undamaged packaging, unused and in a resalable condition. Goods that have been installed, used, connected to any supply, or modified will not be accepted.

7.4 Authorised returns are subject to the cancellation charges set out in Clause 4, including any restocking fee determined by the relevant Authorised Supplier.

7.5 Return shipping costs shall be borne by the Customer unless the return arises from a fault or error on the part of the Company.

8. Warranty

8.1 All Goods carry the Manufacturer's Warranty as provided by the relevant Authorised Supplier. Warranty terms vary by product, brand, and Authorised Supplier and are stated at the point of sale.

8.2 Warranty terms for all current Authorised Suppliers are communicated at the point of sale. As the Company's network of Authorised Suppliers may expand over time, the principles set out in this clause apply universally across all current and future Authorised Suppliers.

8.3 The serial number of any unit subject to a warranty claim must be provided. Warranty is valid for the original purchaser only and is non-transferable.

8.4 Where labour warranty applies, this covers the cost of an authorised engineer attending site and fitting warranted replacement parts within the warranty period. Only manufacturer-authorised engineers may carry out warranty repairs.

8.5 Warranty will be voided immediately and without exception in any of the following circumstances, which apply across all Authorised Suppliers:

- Failure to follow manufacturer instructions regarding installation, commissioning, use, cleaning, and maintenance.
- Failure to carry out minimum maintenance obligations as specified in Clause 9 of these Terms and Conditions.
- Failure to comply with the electrical and gas installation requirements specified in Clause 10 of these Terms and Conditions.
- Use of the equipment other than for its designated purpose, including use in a domestic (non-commercial) environment.
- Any Unauthorised Modification of the Goods by any person, as defined in Clause 1.
- Any unauthorised modification, alteration, or repair of the electrical or gas installation serving the Goods.
- Use of non-approved spare parts, refrigerants, or consumables.
- Damage arising from fair wear and tear, wilful damage, negligence, or abnormal operating or storage conditions.
- Damage arising from the unit being relocated or moved after installation.
- Use of extension leads, multi-socket adaptors, cable reels, or any power distribution device not specifically approved in writing for the equipment by the manufacturer.
- Connection of the Goods to a modified, non-standard, or non-compliant plug, socket, or power supply.
- Damage arising from blocked drains, defective or inappropriate power supply, or use of extension sockets not rated for the equipment.
- Shelves, baskets, trays, pans, door seals, gaskets, glass, light bulbs, tubes, handles, and consumable or breakable accessories, unless reported in writing within 24 hours of delivery.
- Stock losses, food losses, or consequential losses resulting from equipment failure.
- Cosmetic damage not reported within 24 hours of delivery.
- Blocked condensers — expressly excluded from warranty cover across all Authorised Suppliers.
- Refrigerant leakage, unless discovered prior to charging the system.
- Limescale build-up due to failure to install appropriate water treatment.
- Ice maker water systems not cleaned at the required intervals.
- Equipment operated in ambient temperatures exceeding the maximum specified climate class.

8.6 To make a warranty claim, the Customer must contact the Company in writing providing: order number, proof of purchase, serial number, description of the fault, and maintenance and installation compliance evidence where requested.

8.7 The Customer must allow an authorised engineer access to the site and must provide full and accurate details of usage, installation, maintenance, and history of the unit. Where site health and safety inductions or security clearances are required, the cost is the Customer's responsibility regardless of whether the warranty claim is upheld.

8.8 The Company reserves the right to request an engineer diagnosis report before approving parts or authorising a callout.

8.9 Where an engineer attends under a warranty callout and finds no manufacturing defect, or determines the fault was caused by an electrical, installation, or maintenance issue attributable to the Customer, the Company reserves the right to pass on the full cost of that callout to the Customer. This applies across all Authorised Suppliers.

9. Product Maintenance and Care Obligations

The maintenance obligations set out in this clause are a universal condition of the Manufacturer's Warranty for all Goods supplied by the Company, regardless of which Authorised Supplier fulfils the order. These obligations apply to all current Authorised Suppliers and shall automatically apply to any future Authorised Supplier who cooperates with the Company. Failure to comply will invalidate warranty cover.

9.1 Universal Maintenance Obligations — All Goods, All Suppliers

The following obligations apply without exception to all Goods supplied by the Company:

- All Goods must be maintained in strict accordance with the manufacturer's instructions provided in the product manual.
- All maintenance and cleaning must be carried out with the unit disconnected from the power supply, unless the manufacturer's instructions specifically state otherwise.
- All Goods must be used only for their designated purpose and within the environmental conditions specified by the manufacturer, including climate class, ambient temperature range, and power supply specification.
- Any fault, unusual noise, visible damage, or deterioration in performance must be reported to the Company promptly. Continued operation of a faulty unit will not be covered under warranty.
- A written maintenance log is strongly recommended for each unit and may be requested as evidence when processing a warranty claim. All Authorised Suppliers reserve the right to require maintenance history before progressing a warranty claim.
- The Customer must ensure that any engineer visiting the site is given appropriate access and must provide full maintenance history on request.

9.2 Refrigeration and Freezer Equipment

The following requirements apply to all refrigeration and freezer equipment supplied by the Company, regardless of brand or Authorised Supplier:

- **Condenser Cleaning — Mandatory Monthly Requirement:** Condenser coils and exhaust grilles must be cleaned as a minimum of once per calendar month. Blocked condensers are expressly excluded from warranty cover across all Authorised Suppliers.
- **Placement:** Equipment must not be positioned near a heat source, near open doors, or in the draught of a ventilation system. Adequate clearance must be maintained around all ventilation and exhaust grilles at all times.
- **Defrosting:** Units must be defrosted when ice build-up is observed. Excessive ice reduces efficiency and may damage the compressor.
- **Door Seals:** Door seals must be inspected regularly and replaced promptly when worn or damaged.
- **Temperature Monitoring:** The controller and temperature display must be checked regularly to confirm the correct temperature is being maintained.

- Relocation: Units must not be relocated after installation without following the manufacturer's guidance. Damage from relocation is not covered by warranty.

9.3 Ice Makers and Units with Ice-Making Functions

- Water System Cleaning — Mandatory Six-Monthly Requirement: The water system must be cleaned as a minimum of once every six months. Failure to comply is a specific ground for warranty refusal.
- Water filters must be inspected and replaced at the manufacturer's recommended intervals.
- A water softener is strongly recommended in hard water areas. Limescale is not covered by warranty.

9.4 Stainless Steel Fabricated Equipment

- Clean regularly with water and a mild non-abrasive detergent. Rinse and dry after each clean.
- Abrasive agents, strong acids, paint thinners, bleach, or chlorine-based products must not be used. These void warranty.
- Do not cut directly on stainless steel surfaces. Use a cutting board at all times.
- Do not place hot cookware directly on stainless steel surfaces. Use trivets or coasters.

9.5 Cooking Equipment

- Gas appliances must be installed and commissioned by a Gas Safe registered engineer.
- Electric appliances must be connected to a supply meeting the manufacturer's voltage, amperage, and circuit breaker specifications.
- Fryers: Oil must be filtered regularly and changed per the manufacturer's schedule. Interior must be cleaned after each period of use.
- Lava Stone Grills: Lava stones must be cleaned after each use and replaced when contamination affects performance.
- Salamander Grills: Grease trays must be emptied and cleaned after each period of use.
- All cooking equipment must be allowed to cool fully before any cleaning is attempted.

9.6 Dishwashing and Glasswashing Equipment

- Wash tank, spray arms, filters, and waste traps must be cleaned at the end of every operating day.
- The machine must be descaled at appropriate intervals for local water hardness. Limescale is not covered by warranty.
- Only approved commercial-grade detergent and rinse aid must be used. Domestic products must not be used.

9.7 Application to Future Authorised Suppliers

The maintenance obligations set out in this Clause 9 are adopted as the standard minimum maintenance requirements applicable to all Goods supplied by the Company. These obligations apply automatically to all current Authorised Suppliers and shall apply equally and without modification to any additional Authorised Supplier with whom the Company enters into a partnership in the future. The Customer's maintenance obligations are not affected by any change in the Company's Authorised Supplier network.

9.8 Maintenance Records

The Company recommends that the Customer maintains a written maintenance log for each unit. In the event of a warranty claim, the Company or the relevant Authorised Supplier may require evidence of maintenance compliance. Failure to provide such evidence may result in the claim being refused.

10. Electrical and Gas Installation — Customer Obligations and Liability

CRITICAL: Non-compliance with this clause will result in immediate and permanent warranty cancellation without exception. The Company and all Authorised Suppliers accept no liability whatsoever for any loss, damage, injury, or equipment failure arising from electrical or gas installation that does not meet the requirements of this clause.

10.1 Mandatory Qualified Installation

10.1.1 All electrical equipment supplied by the Company that requires hardwired connection, a dedicated circuit, or a specific electrical supply specification must be installed, connected, and commissioned exclusively by a Qualified Electrician as defined in Clause 1 of these Terms and Conditions. This is a mandatory legal requirement under the Electricity at Work Regulations 1989 and the IET Wiring Regulations (BS 7671), and is also a condition of the Manufacturer's Warranty across all Authorised Suppliers.

10.1.2 All gas appliances supplied by the Company must be installed, connected, and commissioned exclusively by a Gas Safe registered engineer as defined in Clause 1. This is a mandatory legal requirement under the Gas Safety (Installation and Use) Regulations 1998 and a condition of the Manufacturer's Warranty. It is a criminal offence for a person who is not Gas Safe registered to carry out gas work on commercial premises.

10.1.3 The Customer must retain and be able to produce, upon request by the Company or any Authorised Supplier, written proof of qualified installation, including the name, registration number, and qualifications of the electrician or Gas Safe engineer who carried out the installation.

10.1.4 Failure to use a Qualified Electrician or Gas Safe engineer will result in the immediate and permanent cancellation of any warranty, and the Company and all Authorised Suppliers shall bear no liability whatsoever for any loss, damage, injury, claim, fine, or prosecution arising from non-compliant installation.

10.2 Electrical Supply Requirements

10.2.1 All electrical equipment must be connected to a power supply that precisely meets the voltage, amperage, frequency, and circuit breaker type and rating specified by the manufacturer for the relevant product. These specifications are provided in the product manual and on the product data sheet.

10.2.2 Where the manufacturer specifies a particular circuit breaker type — including but not limited to Type B, Type C, or Type D circuit breakers — this specification is mandatory. Failure to install the correct circuit breaker type is a warranty-voiding condition and may create a risk of electrical fire or equipment damage. The Company and all Authorised Suppliers accept no liability for damage or failure arising from connection to an incorrect circuit breaker.

10.2.3 Where a product trips a circuit breaker, causes a fuse to blow, trips a residual current device (RCD), or fails to operate at full capacity upon connection, this must be treated in the first instance as an electrical installation or supply issue and not as a product fault. The Customer must engage a Qualified Electrician to inspect and assess the electrical installation before any warranty claim is submitted. The Company and all Authorised Suppliers shall not be responsible for any costs, losses, or downtime arising from an inadequate, incorrect, or non-compliant electrical installation.

10.2.4 Where a product does not power on, does not reach operating temperature, does not cool or freeze to the specified temperature, or exhibits behaviour consistent with an inadequate power supply, the Customer must have the electrical installation inspected by a Qualified Electrician before submitting a warranty claim. Such symptoms are frequently caused by electrical supply issues and do not in themselves constitute a manufacturing defect.

10.3 Prohibition on Extension Leads, Multi-Socket Adaptors, and Non-Standard Power Connections

The use of extension leads, cable reels, multi-socket adaptors, socket splitters, or any non-permanent power distribution device in connection with any commercial catering or refrigeration equipment is strictly prohibited and will immediately and permanently void the Manufacturer's Warranty. The Company and all Authorised Suppliers accept no liability for any loss, damage, fire, injury, or equipment failure arising from such use.

10.3.1 All commercial catering and refrigeration equipment supplied by the Company must be connected to a permanent, fixed, and dedicated electrical supply. The use of extension leads or cable reels — including those described as 'heavy duty' or 'industrial' — is not permitted under any circumstances, regardless of their rated current or length.

10.3.2 Multi-socket adaptors, socket splitters, and all similar power distribution devices must not be used with any equipment supplied by the Company. These devices present a significant risk of electrical overload, fire, and equipment damage, and their use voids all warranty cover immediately and permanently.

10.3.3 Multiple pieces of equipment must not be connected to the same socket outlet or the same circuit unless the electrical installation has been specifically designed, assessed, and certified by a Qualified Electrician to safely carry the combined electrical load of all connected equipment.

10.3.4 Sharing a single socket or circuit between two or more pieces of commercial catering or refrigeration equipment is prohibited unless confirmed in writing by a Qualified Electrician as compliant with BS 7671 and the manufacturer's installation requirements. The Company and all Authorised Suppliers accept no liability for any damage, failure, or loss arising from shared supply connections.

10.4 Prohibition on Unauthorised Modification of Plugs and Electrical Connections

Any modification, alteration, rewiring, or replacement of a plug, socket, electrical connection, or power cable on any equipment supplied by the Company, carried out without the prior written consent of the Company and without being performed by a Qualified Electrician, will immediately and permanently void the Manufacturer's Warranty.

10.4.1 The plug, power cable, and electrical connections supplied with or specified for the Goods must not be modified, rewired, adapted, or replaced by any person other than a Qualified Electrician. This includes but is not limited to: replacing a plug with one of a different type or rating; extending the power cable by any means; joining or splicing cables; and connecting equipment to a supply of a different voltage or phase than specified.

10.4.2 Where the Customer requires a different plug type, supply voltage, or connection arrangement than that supplied with the equipment, this must be carried out exclusively by a Qualified Electrician, and prior written confirmation must be obtained from the Company that such modification is acceptable and will not void the warranty.

10.4.3 Any modification to a plug or electrical connection that has not been confirmed in writing by the Company and carried out by a Qualified Electrician shall be deemed an Unauthorised Modification and will void the Manufacturer's Warranty with immediate effect. The Company and all Authorised Suppliers accept no liability for any loss, damage, injury, fire, or equipment failure arising from an unauthorised modification to any electrical connection.

10.5 Prohibition on Unauthorised Modification of the Goods

Any modification, alteration, repair, or adaptation of the Goods themselves — including internal components, refrigeration circuits, gas connections, electrical wiring, controls, and structural parts — carried out without the prior written consent of the Company and without being performed by a manufacturer-authorised engineer, will result in the immediate and permanent cancellation of the Manufacturer's Warranty.

10.5.1 The Customer must not under any circumstances attempt to repair, modify, adapt, or alter the Goods or any component thereof. This prohibition applies regardless of the nature or apparent simplicity of the modification.

10.5.2 This prohibition includes but is not limited to: opening the refrigeration circuit or any sealed component; adjusting or bypassing temperature controls or safety devices; adding, removing, or substituting any internal component; modifying the gas supply connections or gas valve settings; rerouting or modifying internal electrical wiring; and fitting non-approved replacement parts.

10.5.3 Where the Customer believes that a repair or modification is necessary, the Customer must contact the Company in writing before any work is carried out. The Company will arrange for an authorised engineer to assess and carry out the required work where appropriate.

10.5.4 Any work carried out on the Goods by an unauthorised person shall render the Manufacturer's Warranty void with immediate effect. The Company and all Authorised Suppliers accept no liability for the consequences of any Unauthorised Modification, including but not limited to equipment damage, personal injury, fire, food spoilage, business interruption, or any regulatory or legal consequences.

10.6 Prohibition on Unauthorised Modification of Electrical Installations

10.6.1 The Customer must not modify, extend, alter, or adapt the electrical installation serving the Goods in any way without the work being carried out by a Qualified Electrician and, where required by law,

notified to the relevant local authority building control body or approved inspector in accordance with the Building Regulations (Part P in England and Wales).

10.6.2 Any modification to the electrical installation serving the Goods that has not been carried out by a Qualified Electrician, or that does not meet the requirements of BS 7671 and all applicable legislation, shall be deemed an Unauthorised Modification and will void the Manufacturer's Warranty for all equipment served by that installation.

10.6.3 The Company and all Authorised Suppliers accept no responsibility for any loss, damage, injury, or regulatory consequence arising from non-compliant electrical installations, whether or not that installation was in place before the Goods were supplied.

10.7 Electrical Faults — Liability and Responsibility

10.7.1 Where a product fails to operate correctly and the cause is determined to be an inadequate, non-compliant, or incorrectly specified electrical supply or installation, this is not a product defect and shall not be treated as a warranty claim. The full cost of any engineer callout in such circumstances shall be borne by the Customer.

10.7.2 Where a product trips a circuit breaker on connection or during operation, the Customer must first verify that: the circuit breaker is of the type and rating specified by the manufacturer; the electrical supply voltage and phase meets the product specification; no other equipment is sharing the supply circuit contrary to clause 10.3; and no extension lead, adaptor, or non-compliant power distribution device is in use. If all these requirements are met and the tripping persists, only then should the matter be reported to the Company as a potential product fault.

10.7.3 The Company and all Authorised Suppliers expressly exclude all liability for: damage to the Goods caused by electrical supply faults or surges; damage caused by incorrect circuit breaker type; damage caused by shared or overloaded circuits; damage caused by extension leads or multi-socket adaptors; and any consequential loss arising from electrical installation failures.

10.8 Application to All Authorised Suppliers

The obligations and exclusions set out in this Clause 10 reflect the universal requirements of all current Authorised Suppliers and shall apply automatically and without modification to any future Authorised Supplier with whom the Company enters into a partnership. The Customer's obligations under this clause are not affected by any change in the Company's Authorised Supplier network.

11. Exclusion of Liability — Fire, Pest Damage, Environmental Hazards and Other Fortuitous Events

CRITICAL: The Company and all Authorised Suppliers accept absolutely no liability — whether under warranty, contract, tort, or any other legal basis — for any loss, damage, injury, death, business interruption, or regulatory consequence arising from any of the circumstances described in this clause. These exclusions apply regardless of the value of the Goods, the nature of the loss, or any other factor. The Customer is solely responsible for the safe siting, monitoring, and environment in which Goods are operated.

11.1 General Principle

11.1.1 The Company and all Authorised Suppliers are suppliers and distributors of commercial catering equipment. The safety and suitability of the premises, electrical installations, gas installations, pest control measures, and general operating environment in which the Goods are placed and used is entirely and exclusively the responsibility of the Customer. The Company and all Authorised Suppliers shall bear no liability for loss, damage, injury, or any other consequence arising from environmental, premises-related, pest-related, or fortuitous causes.

11.1.2 The Customer is responsible for ensuring that the premises in which the Goods are operated comply with all applicable legislation, including but not limited to the Health and Safety at Work etc. Act 1974, the Management of Health and Safety at Work Regulations 1999, the Regulatory Reform (Fire Safety) Order 2005, the Food Safety and Hygiene (England) Regulations 2013, and all applicable local authority requirements. The Company accepts no responsibility for any regulatory consequence, fine, prosecution, or enforcement action arising from the Customer's failure to comply with such legislation.

11.2 Fire — Exclusion of Liability

The Company and all Authorised Suppliers accept no liability whatsoever for any fire, whether started by or involving the Goods, regardless of cause.

11.2.1 The Company and all Authorised Suppliers expressly exclude all liability for any fire, conflagration, smoke damage, heat damage, or any other fire-related loss or consequence involving or arising from the Goods, including but not limited to:

- Fire caused by or involving damaged, frayed, chewed, corroded, or otherwise compromised electrical cables, power leads, or wiring associated with the Goods.
- Fire caused by or involving a non-compliant, overloaded, or inadequate electrical installation serving the Goods.
- Fire caused by or involving the use of extension leads, multi-socket adaptors, or non-permanent power connections in breach of Clause 10 of these Terms and Conditions.
- Fire caused by or involving an Unauthorised Modification to the Goods, the electrical installation, or the gas installation.
- Fire caused by or involving accumulated grease, food residue, or combustible material on or near cooking equipment resulting from inadequate or infrequent cleaning.
- Fire caused by or involving a gas leak, improper gas installation, or failure of a gas connection that was not installed or maintained by a Gas Safe registered engineer.
- Fire caused by or involving combustible materials or substances stored or used in proximity to the Goods in a manner that does not comply with applicable fire safety regulations.
- Fire caused by or involving any failure of the Customer to conduct required risk assessments, maintain fire safety equipment, or comply with the Regulatory Reform (Fire Safety) Order 2005 or any other applicable fire safety legislation.
- Fire caused by or following the failure of any component that has been subjected to abnormal operating conditions, pest damage, physical damage, or inadequate maintenance.

11.2.2 Where any fire involves the Goods, the Customer must immediately contact the relevant emergency services and preserve the scene in accordance with applicable law. The Company must be notified in writing within 48 hours of the event. The Customer must not instruct any person to dispose of, remove, or modify the Goods or any related installation before the Company has been notified and had a reasonable opportunity to arrange inspection.

11.3 Pest and Animal Damage — Exclusion of Liability

The Company and all Authorised Suppliers accept no liability for any damage to the Goods, or any loss, injury, or consequence arising therefrom, caused by rodents, insects, or any other animals or pests. Pest control is entirely the Customer's responsibility.

11.3.1 The Company and all Authorised Suppliers expressly exclude all liability for any damage to the Goods, failure of the Goods, or any consequence arising from such damage or failure, caused by or attributable to any animal, rodent, insect, or other pest, including but not limited to:

- Damage to power cables, power leads, insulation, or internal wiring caused by mice, rats, or other rodents gnawing or chewing through cables. This is one of the most common causes of electrical faults and fires in commercial catering premises and is entirely the Customer's responsibility to prevent.
- Damage to condenser coils, evaporator coils, insulation foam, pipework, or refrigerant lines caused by rodents.
- Infestation of the Goods by cockroaches, ants, or other insects causing short circuits, contamination of internal components, or blockage of ventilation.
- Nesting by rodents or birds within or adjacent to the Goods causing damage to components or creating a fire risk.
- Any contamination of the Goods or surrounding area resulting from pest activity.

11.3.2 The Customer is solely responsible for implementing and maintaining adequate pest control measures at all times in any premises where the Goods are operated. This obligation applies continuously and without interruption. Failure to maintain adequate pest control that results in damage to the Goods will: (a) void the Manufacturer's Warranty with immediate effect; (b) render the Customer solely liable for

the cost of any resulting damage, repair, replacement, or loss; and (c) expose the Customer to regulatory consequences under applicable food hygiene and health and safety legislation.

11.3.3 Cable or component damage caused by pest activity does not constitute a manufacturing defect and will not be covered under the Manufacturer's Warranty under any circumstances. Any engineer callout that identifies pest-related damage as the cause of a fault will result in the full cost of the callout being charged to the Customer.

11.3.4 Where pest-related cable damage has occurred, the Customer must engage a Qualified Electrician to fully inspect, test, and replace all affected wiring before the unit is reconnected to any power supply. Reconnecting equipment with damaged cables creates a significant risk of electric shock, electrical fire, and equipment damage, for which the Company accepts no liability.

11.4 Flood and Water Damage — Exclusion of Liability

11.4.1 The Company and all Authorised Suppliers expressly exclude all liability for any damage to the Goods, failure of the Goods, or any loss arising from flooding, water ingress, condensation, or any other water-related event, including but not limited to:

- Flooding caused by natural weather events, burst pipes, blocked drains, or overflowing sinks or dishwashers.
- Water ingress into electrical components, control panels, or motor housings resulting from external flooding or inadequate drainage.
- Corrosion or deterioration of internal components resulting from prolonged exposure to moisture, steam, or condensation in excess of the ambient conditions for which the unit is rated.
- Damage caused by the Customer cleaning the Goods or the surrounding area with water in a manner that causes water to enter electrical components or sealed refrigeration circuits.

11.4.2 Where the Goods have been exposed to flooding or significant water ingress, the Customer must not attempt to switch the unit on or connect it to any power supply before a Qualified Electrician has inspected and confirmed the unit is safe to operate. The Company and all Authorised Suppliers accept no liability for damage, injury, or fire resulting from the reconnection of flood-affected equipment.

11.5 Physical Damage and Accidental Damage — Exclusion of Liability

11.5.1 The Company and all Authorised Suppliers exclude all liability for any damage to the Goods arising from physical impact, accidental damage, misuse, or negligent operation, including but not limited to:

- Damage caused by impact from vehicles, trolleys, forklifts, or other equipment in the Customer's premises.
- Damage caused by items being dropped on, thrown against, or forced into the Goods.
- Damage caused by the use of cleaning chemicals, solvents, or high-pressure water in a manner that damages internal components or external surfaces.
- Damage to glass doors, panels, shelves, or external surfaces caused by physical impact at any time after delivery.
- Damage caused by overloading the Goods beyond the maximum capacity specified by the manufacturer.

11.6 Health and Safety — Customer Responsibility

11.6.1 The Customer is solely responsible for ensuring that all Goods are operated in a manner that complies with all applicable health and safety legislation, including but not limited to: the Health and Safety at Work etc. Act 1974; the Management of Health and Safety at Work Regulations 1999; the Provision and Use of Work Equipment Regulations 1998 (PUWER); the Electricity at Work Regulations 1989; the Gas Safety (Installation and Use) Regulations 1998; and the Regulatory Reform (Fire Safety) Order 2005.

11.6.2 The Customer is responsible for conducting and maintaining appropriate risk assessments for all work activities involving the Goods, for providing adequate training to all staff who operate or maintain the Goods, and for ensuring that appropriate personal protective equipment is available and used where required.

11.6.3 The Company and all Authorised Suppliers accept no liability for any injury, death, illness, regulatory enforcement action, fine, prosecution, or other consequence arising from the Customer's failure to comply with any applicable health and safety requirement.

11.6.4 The Customer must ensure that all Goods are operated strictly in accordance with the manufacturer's instructions and that all warning labels, safety notices, and operating instructions affixed to or supplied with the Goods are read, understood, and followed by all persons operating or working near the Goods.

11.7 Third Party and Customer Premises — Exclusion of Liability

11.7.1 The Company and all Authorised Suppliers accept no liability for any loss, damage, injury, or consequence arising from the condition of the Customer's premises, including but not limited to: inadequate structural support for heavy equipment; inadequate ventilation, drainage, or plumbing; proximity of the Goods to combustible materials, chemicals, or other hazardous substances; and any condition of the premises that causes or contributes to damage to the Goods or injury to any person.

11.7.2 The Customer indemnifies the Company and all Authorised Suppliers against any claim, loss, damage, cost, or liability arising from or in connection with: the condition of the Customer's premises; the Customer's electrical or gas installation; the Customer's pest control practices; the Customer's compliance with health and safety legislation; and any Unauthorised Modification to the Goods or to any installation serving the Goods.

11.8 Application to All Authorised Suppliers

The exclusions and obligations set out in this Clause 11 apply universally across all current Authorised Suppliers and shall automatically apply to any future Authorised Supplier with whom the Company enters into a partnership. The Customer's obligations and the Company's exclusions under this clause are not affected by any change in the Company's Authorised Supplier network.

12. Troubleshooting — Customer Obligations Before Claiming Warranty

12.1 Before submitting a warranty claim or requesting an engineer visit, the Customer must check the following. These do not constitute manufacturing defects and are not covered by warranty under any Authorised Supplier's terms.

12.2 Electrical and Power Issues — Check First

- Product not switching on: Check the unit is plugged in and the socket is switched on. Check the circuit breaker has not tripped. Verify the electrical supply meets the specification in the product manual. Check that no extension lead or multi-socket adaptor is in use.
- Circuit breaker tripping immediately on connection: This is almost always an electrical supply issue. Engage a Qualified Electrician to inspect the installation and verify the circuit breaker is of the correct type and rating before reporting to the Company.
- Circuit breaker tripping during operation: Check that no other equipment is sharing the same circuit. Verify the circuit is of sufficient capacity for the product's running current.
- RCD tripping on connection or operation: This may indicate an earth leakage fault or an incompatible power supply. A Qualified Electrician must inspect the installation before any warranty claim is submitted.
- Product operating at reduced capacity: Check the supply voltage is correct and that the electrical supply is not shared with other high-draw equipment.

12.3 Refrigeration and Freezer Units

- Unit not cooling: Check the unit is switched on. Check the temperature controller has not been accidentally adjusted. Check the condenser is not blocked. Check the unit is not near a heat source or in poor ventilation.
- Excessive ice build-up: This is a routine maintenance issue requiring defrosting. It is not a warranty fault.
- Unit running loudly: Check the unit is level with correctly adjusted feet. Check for loose panels or components.
- Door not sealing: Check seals for damage or obstruction. Check nothing is preventing the door from closing fully.

- Temperature not maintaining: Check the door has not been left open and that ambient temperature does not exceed the unit's maximum climate class.

12.4 Cooking Equipment

- Gas burner not igniting: Check gas supply is on and the valve is open. Check igniter electrodes are clean and dry. Check for burner nozzle blockage.
- Electric fryer not heating: Verify correct power supply and correct circuit breaker type. Check the thermostat has not tripped.
- Inconsistent grill results: Check condition of lava stones. Replacement may be required.

12.5 Dishwashing Equipment

- Poor wash results: Check detergent and rinse aid levels. Check spray arms for blockage. Check wash temperature.
- Machine not filling: Check water supply valve is open and pressure is adequate.
- Error codes displayed: Refer to the product manual before contacting the Company.

12.6 Where an engineer attends under a warranty callout and finds no manufacturing defect, or determines the fault was caused by an electrical, installation, or maintenance issue attributable to the Customer, the Company reserves the right to pass on the full cost of that callout. This applies uniformly across all Authorised Suppliers and will apply to any future Authorised Supplier partnerships.

13. Limitation of Liability

13.1 Nothing in these Terms and Conditions limits or excludes the Company's liability for death or personal injury caused by negligence, fraud, or any other liability that cannot be excluded by law.

13.2 Subject to clause 13.1, the Company shall not be liable for: loss of profits, revenue, or business; loss or corruption of data; loss of goodwill; stock or food losses resulting from equipment failure; or any consequential, indirect, or pure economic loss.

13.3 Subject to clause 13.1, the Company's total aggregate liability shall not exceed the total price paid by the Customer for the Goods giving rise to the claim.

13.4 The Company shall not be liable for failure or delay resulting from circumstances beyond its reasonable control, including acts of God, pandemic, war, fire, flood, industrial action, government restrictions, supply chain disruption, or third-party logistics failure.

13.5 The Company is a reseller and distributor. Its liability in respect of quality and fitness for purpose is limited to passing on the benefit of the Manufacturer's Warranty and assisting with warranty claims. This applies to all Goods regardless of Authorised Supplier.

13.6 The Company and all Authorised Suppliers expressly exclude all liability for loss, damage, injury, business interruption, regulatory consequence, fine, or prosecution arising from: non-compliant electrical or gas installation; use of extension leads or multi-socket adaptors; connection to an incorrect or inadequate power supply; Unauthorised Modification of the Goods or the installation; and failure to engage qualified professionals for installation and maintenance as required by law and by these Terms and Conditions.

14. Intellectual Property

14.1 All intellectual property rights in the Goods belong to the respective Manufacturers. The Customer acquires no intellectual property rights by virtue of purchasing the Goods.

14.2 Product images, descriptions, and specifications are provided for reference only and may not exactly represent the appearance or specification of Goods as supplied.

15. WEEE Regulations

15.1 The Company and its Authorised Suppliers comply with the UK Waste Electrical and Electronic Equipment Regulations 2013 (as amended). WEEE obligations will be communicated at the point of sale where applicable.

15.2 A paid collection and disposal service for old equipment is available on request at the time of ordering. The Company is not responsible for disposal of old equipment unless this has been expressly arranged and paid for.

16. Data Protection

16.1 The Company processes personal data in accordance with the UK GDPR and the Data Protection Act 2018. Details are in the Company's Privacy Policy at cedcateringequipment.co.uk.

16.2 By placing an Order, the Customer acknowledges that the Company will share necessary personal data with Authorised Suppliers and logistics partners to the extent required to perform the Contract, as described in the Company's Privacy Policy.

17. Governing Law and Jurisdiction

17.1 These Terms and Conditions are governed by the law of England and Wales.

17.2 The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales in respect of any dispute arising under or in connection with these Terms and Conditions.

18. General Provisions

18.1 If any provision is found invalid or unenforceable, the remaining provisions remain in full force and effect.

18.2 No waiver of any breach shall constitute a waiver of any subsequent breach.

18.3 The Company may assign or transfer its rights and obligations without the Customer's consent. The Customer may not assign or transfer without prior written consent of the Company.

18.4 These Terms and Conditions constitute the entire agreement between the parties and supersede all previous agreements.

18.5 Notices must be sent in writing to info@cedcateringequipment.co.uk and are deemed received on the next Business Day following transmission.

19. Contact Information

For all enquiries, warranty claims, delivery issues, returns authorisation, or complaints:

Company: Catering Equipment Direct Ltd (trading as CED)

Company number: 16783369 (England and Wales)

Registered office: 61 Bradford Street, Walsall, England, WS1 3QD

VAT number: 504 2680 17 (GB504268017)

Email: info@cedcateringequipment.co.uk

Website: cedcateringequipment.co.uk