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ARG Terms & Conditions

1. Definitions

In these terms and conditions:

* "Business Day" means a day other than a Saturday, Sunday or public holiday in England and Wales.
* "Client" means the person or company who purchases the cold room from the Refrigeration Business.
* "Refrigeration Business" means the company that manufactures and installs the cold room.
* "Cold room" means the refrigerated unit that is manufactured and installed by the Refrigeration Business.

2. Scope of work

Alliance Refrigeration Group will manufacture and install a cold room for the Client in accordance with the specifications agreed between the parties.

3. Price

The price of the cold room will be as agreed between the parties in the quotation.

4. Payment

The Client will pay 75% of the full invoice upon ordering, 20% after half the work has been completed and 5% upon completion. The warranty will be issued upon receiving full payment as per client’s invoice. It is important that Client understands that if full payment hasn’t been received within 5 working days of completion Alliance Refrigeration Group reserves the right to remove any parts, equipment supplied or manufactured by the Company in leu of payment and Warranty will be invalid.

5. Delivery

Alliance Refrigeration Group will deliver the cold room to the Client's premisses upon receiving 75% of first payment instalment as per the above agreement.

6. Installation

Alliance Refrigeration Group will install the cold room at the Client's premises within 10 days of the date of delivery.

7. Warranty

Alliance Refrigeration Group warrants that the cold room will be free from defects in materials and workmanship for a period of 12 months from the date of installation.

8. Liability

Alliance Refrigeration Group will not be liable for any loss or damage caused by the cold room, except to the extent that such loss or damage is caused by the negligence of the Company.

9. Termination

Either party may terminate this agreement at any time by giving 30 days' written notice to the other party.

10. Governing law

This agreement will be governed by and construed in accordance with the laws of England and Wales.

11. Entire agreement

These terms and conditions constitute the entire agreement between the parties and supersede any previous agreements, representations or understandings between the parties, whether written or oral.

12. Severability

If any provision of these terms and conditions is held to be invalid or unenforceable, such provision will be struck out and the remaining provisions will remain in full force and effect.

13. Notices

All notices and other communications under this agreement will be in writing and will be deemed to have been duly given when delivered in person, upon the first business day following deposit in the United Kingdom post, postage prepaid, certified or registered, return receipt requested, addressed as follows:

If to the Client:

[Client's name] [Client's address]

If to the Refrigeration Business:

[Refrigeration Business name] [Refrigeration Business address]

or to such other address as either party may designate in writing from time to time.

14. Headings

The headings in these terms and conditions are for convenience only and will not affect their interpretation.

15. Waiver

No waiver of any provision of these terms and conditions will be effective unless in writing and signed by both parties.

16. Counterparts

This agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Please read these Terms and Conditions ("Terms") carefully before engaging in any business transactions with Alliance Refrigeration Group ("Company," "we," or "us"). These Terms outline the rights and obligations of clients ("Client," "you," or "your") when purchasing, manufacturing, and installing cold rooms from our refrigeration business. By engaging in any business transactions with us, you acknowledge that you have read, understood, and agree to be bound by these Terms.

1. Definitions 1.1. "Cold Room" refers to an insulated and temperature-controlled room designed for the storage of perishable goods, manufactured and installed by the Company. 1.2. "Company" refers to Alliance Refrigeration Group, a refrigeration business located in the United Kingdom. 1.3. "Client" refers to any individual or entity engaging in business transactions with the Company, including the purchase, manufacture, and installation of cold rooms.
2. Orders and Specifications 2.1. All orders for cold rooms are subject to acceptance by the Company and are based on the specifications provided by the Client. 2.2. The Client is responsible for ensuring the accuracy and completeness of the specifications provided. 2.3. Any changes or modifications to an order must be communicated in writing to the Company. Additional charges will apply for any changes requested after the order has been confirmed.
3. Pricing and Payment 3.1. The pricing for cold rooms shall be as agreed upon in writing between the Company and the Client. 3.2. Unless otherwise stated, all prices are exclusive of any applicable taxes and delivery charges. 3.3. Payment terms shall be as agreed upon in writing between the Company and the Client. Unless otherwise specified, payment is due in full upon completion of the installation.
4. Delivery and Installation 4.1. The Company shall make reasonable efforts to deliver and install the cold room within the agreed-upon timeframe. 4.2. The Client must ensure that suitable access is provided for the delivery and installation of the cold room. Any additional costs incurred due to inadequate access shall be the responsibility of the Client. 4.3. The Client is responsible for ensuring that the site is prepared and ready for installation, including appropriate electrical connections and any necessary permits or approvals. 4.4. The risk of loss or damage to the cold room shall pass to the Client upon delivery.
5. Warranty and Maintenance 5.1. The Company warrants that the cold room, when properly maintained and used under normal conditions, shall be free from defects in materials and workmanship for a period of 12 months from the date of completion. 5.2. The warranty does not cover damage caused by improper use, negligence, accidents, unauthorized repairs, or modifications. 5.3. The Client is responsible for regular maintenance and servicing of the cold room, as outlined in the provided user manual. 5.4. Any warranty claims must be reported to the Company in writing within the specified warranty period. The Company reserves the right to inspect and assess the claimed defects before providing remedies.
6. Limitation of Liability 6.1. The Company shall not be liable for any indirect, consequential, or incidental damages arising out of the purchase, manufacture, or installation of the cold room. 6.2. The total liability of the Company, whether arising from contract, tort, or otherwise, shall not exceed the total amount paid by the Client for the cold room.
7. Intellectual Property 7.1. The Client acknowledges that all intellectual property rights related to the cold room, including but not limited to designs, patents, trademarks, and copyrights, belong to the Company. 7.2. The Client shall not reproduce, distribute, or use any of the Company's intellectual property without prior written consent.