

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply any of the products (Products) listed on our website [www.iceappliance.com](http://www.iceappliance.com) (our site) to you. Please read these terms and conditions carefully before ordering any Products from our site. You should understand that by ordering any of our Products, you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

Please click on the button marked "I Accept" at the end of these terms and conditions if you accept them. Please understand that if you refuse to accept these terms and conditions, you will not be able to order any Products from our site.

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## 1. INFORMATION ABOUT US

[www.iceappliance.com](http://www.iceappliance.com) is a site operated by **Ice Appliance limited** (we). We are registered in England and Wales under company number 6929126 and with our registered office and main trading address at 46 Fairfield Road, East Grinstead, West Sussex RH19 4HB. Our VAT number is 933 6664 03.

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## 2. SERVICE AVAILABILITY

Our site is intended for use by people resident in the United Kingdom. Should we choose to accept orders from individuals outside the United Kingdom (Foreign Purchasers) the Foreign Purchaser must accept that these orders are governed by English law and we specifically exclude, so far as is legally possible, any liabilities under the laws of any jurisdiction other than those of England and Wales.

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## 3. YOUR STATUS

3.1 By placing an order through our site, you warrant that:

3.1.1 you are legally capable of entering into binding contracts; and

3.1.2 you are at least 18 years old.

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## 4. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

4.1 After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a Product. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms when the Product will be delivered (the Delivery Confirmation). The contract between us (Contract) will only be formed when we send you the Delivery Confirmation.

4.2 The Contract will relate only to those Products whose dispatch we have confirmed in the Delivery Confirmation. We will not be obliged to supply any other Products which may have been part of your order until the dispatch of such Products has been confirmed in a separate Delivery Confirmation.

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## 5. OUR STATUS

5.1 Please note that in some cases, we accept orders as agents on behalf of third party sellers. The resulting legal contract is between you and that third party seller, and is subject to the terms and conditions of that third party seller, which they will advise you of directly. You should carefully review their terms and conditions applying to the transaction.

5.2 We may also provide links on our site to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking, that products or services you purchase from third party sellers through our site, or from companies to whose website we have provided a link on our site, will be of satisfactory quality, and any such warranties are **DISCLAIMED** by us absolutely. This **DISCLAIMER** does not affect your statutory rights against the third party seller. We will notify you when a third party is involved in a transaction, and we may disclose your customer information related to that transaction to the third party seller.

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## 6. CONSUMER RIGHTS

6.1 If you are contracting as a consumer, you may cancel a Contract at any time within seven working days, beginning on the day after you received the Products. In this case, you will receive a full refund of the price paid for the Products in accordance with our refunds policy set out in clause 11.

6.2 To cancel a Contract, you must inform us in writing by using the following address [sales@iceappliance.com](mailto:sales@iceappliance.com). You must also return the Product(s) to us immediately, **in the same condition in which you received them, and at your own cost and risk**. You have a legal obligation to take reasonable care of the Products while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.

6.3 You will not have any right to cancel a Contract for the supply of any of the Products where the Product has been personalised or made to order.

6.4 Details of this statutory right, and an explanation of how to exercise it, is provided

in the Delivery Confirmation. This provision does not affect your statutory rights.

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## 7. AVAILABILITY AND DELIVERY

Your order will be fulfilled by the delivery date set out in the Delivery Confirmation or, if no delivery date is specified, then within 14 days of the date on which you receive the Delivery Confirmation, unless there are exceptional circumstances.

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## 8. RISK AND TITLE

8.1 The Products will be at your risk from the time of delivery.

8.2 Ownership of the Products will only pass to you after the Delivery Confirmation has been sent and when we receive full payment of all sums due in respect of the Products, including delivery charges.

8.3 It is your obligation to inspect the Product upon delivery to ensure that the Product has not been damaged in transit.

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## 9. WARRANTY

9.1 We warrant that on delivery, and for a period of 12 months from the date of delivery (Warranty Period), the Products will:

9.1.1 conform in all material respects with their description and any applicable specification;

9.1.2 be free from material defects in design, material and workmanship; and

9.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

9.2 Subject to clause 9.3, if:

9.2.1 you give notice in writing, during the Warranty Period, within a reasonable time of discovery that some or all of the Products do not comply with the warranty set out in clause 9.1; and

9.2.2 we are given a reasonable opportunity of examining such Products; and

9.2.3 you (if asked to do so) return such Products in accordance with clause 11.1.2 (Refunds Policy),

we will, at our option, within 14 days of our receipt of the Product, repair or replace, or refund the price of the defective Product in full.

9.3 We will not be liable for a Product's failure to comply with the warranty set out in clause 9.1 if:

9.3.1 you make any further use of such Product after giving notice in accordance with clause 9.2; or

9.3.2 the defect arises because you failed to follow our oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Product (if there are none) good trade practice; or

9.3.3 you alter or attempt to repair such Products without our prior written consent; or

9.3.4 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions.

9.4 The 12 month warranty referred to in clause 9.1 will not be renewed or refreshed by us repairing or replacing a Product and such will continue to run from the date upon which you first received the Product.

9.5 **Please note** that we expect you to use reasonable efforts to clean all Products before returning them to us. Where a Product is returned to us in an unsatisfactory state, you acknowledge and agree that we will be entitled, at our discretion, to levy a reasonable fee to have the Product cleaned. This fee will either be deducted from any refund due to you or will need to be paid before a replacement Product is sent by us.

9.6 Except as provided in this clause 9, we will have no liability to you in respect of the Products' failure to comply with the warranty set out in clause 9.1.

9.7 Except as set out in these conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the contract.

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## 10. PRICE AND PAYMENT

- 10.1 The price of any Products will be as quoted on our site from time to time, except in cases of obvious error. The delivery cost will also be quoted on our site alongside the associated Product.
- 10.2 The price for Products include VAT but exclude delivery costs, which will be added to the total amount due before you are requested to pay for the Product.
- 10.3 Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Delivery Confirmation.
- 10.4 Our site contains a number of Products and it is always possible that, despite our best efforts, some of the Products listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you of such rejection.
- 10.5 We are under no obligation to provide the Product to you at the incorrect (lower) price, even after we have sent you a Delivery Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.
- 10.6 Payment for all Products purchased through our website will, unless we notify you to the contrary, be processed through Paypal.
- 10.7 Standard payment terms for customers with agreed credit accounts are 30 days from date of invoice.
- 10.8 We reserve the right to charge interest on a daily basis from the date payment is due until the date payment is received. The basis of the interest will be 3% above National Westminster Bank plc Base Rate from time to time in force.
- 10.9 All costs incurred in recovering overdue debts including, without limitation, legal expenses will be payable by the relevant customer.

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## 11. OUR REFUNDS POLICY

- 11.1 When you return a Product to us:
- 11.1.1 because you have cancelled the Contract between us within the seven-day cooling-off period referred to in clause 6.1, we will process the refund due to you as soon as possible and, in any case, within 30 days of the day you have given notice of your cancellation. In this case, we will refund the price of the Product in full, including the cost of sending the item to you. However, you will be responsible for the cost of returning the item to us;
- 11.1.2 for any other reason (for instance, because you have notified us in accordance with clause 21 that you do not agree to any change in these terms and conditions or in any of our policies, or because you claim that the Product is defective), we would prefer to arrange collection of the Product to minimise such costs. In order to arrange a collection please contact our service department on sales@iceappliance.com. Following receipt, we will examine the returned Product and will notify you of your refund via e-mail within a reasonable period of time. We will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you via e-mail that you were entitled to a refund for the defective Product. Products returned by you and found to be defective will be refunded in full. **Please note** however you will at our discretion be responsible for any delivery charges (where we arranged for collection and where we have the Product returned to you) if the Product is not found to be defective.
- 11.2 We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

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## 12. OUR LIABILITY

- 12.1 We warrant to you that any Product purchased from us through our site is of satisfactory quality and reasonably fit for all the purposes for which products of the kind are commonly supplied.
- 12.2 Our liability for losses you suffer as a result of us breaking this agreement including deliberate breaches is strictly limited to the purchase price of the Product you purchased and any losses which are a foreseeable consequence of us breaking the agreement. Losses are foreseeable where they could be contemplated by you and us at the time your order is accepted by us.
- 12.3 This does not include or limit in any way our liability:

- 12.3.1 for death or personal injury caused by our negligence;
- 12.3.2 under section 2(3) of the Consumer Protection Act 1987;
- 12.3.3 for fraud or fraudulent misrepresentation; or
- 12.3.4 for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.
- 12.4 We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us, including but not limited to:
- 12.4.1 loss of income or revenue
- 12.4.2 loss of business
- 12.4.3 loss of profits or contracts
- 12.4.4 loss of anticipated savings
- 12.4.5 loss of data
- 12.4.6 loss of data, or
- 12.4.7 waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable;

provided that this clause 12.4 will not prevent claims for loss of or damage to your tangible property that fall within the terms of clause 12.1 or clause 12.2 or any other claims for direct financial loss that are not excluded by any of categories (a) to (g) inclusive of this clause 12.4.

- 12.5 Where you buy any Product from a third party seller through our site, the seller's individual liability will be set out in the seller's terms and conditions.

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## 13. IMPORT DUTY

- 13.1 If you order Products from our site for delivery outside the UK, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.
- 13.2 Please also note that you must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by you of any such laws.

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## 14. WRITTEN COMMUNICATIONS

- 14.1 Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

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## 15. NOTICES

- 15.1 All notices given by you to us must be given to Ice Appliances Limited at 46 Fairfield Road, East Grinstead, West Sussex RH19 4HB. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 14. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter.
- 15.2 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

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## 16. TRANSFER OF RIGHTS AND OBLIGATIONS

- 16.1 The contract between you and us is binding on you and us and on our respective successors and assigns.
- 16.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.
- 16.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

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**17. EVENTS OUTSIDE OUR CONTROL**

- 17.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).
- 17.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
- 17.2.1 strikes, lock-outs or other industrial action;
  - 17.2.2 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
  - 17.2.3 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
  - 17.2.4 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
  - 17.2.5 impossibility of the use of public or private telecommunications networks; or
  - 17.2.6 the acts, decrees, legislation, regulations or restrictions of any government.
- 17.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

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**18. WAIVER**

- 18.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.
- 18.2 A waiver by us of any default will not constitute a waiver of any subsequent default.
- 18.3 No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 14.

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**19. SEVERABILITY**

If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

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**20. ENTIRE AGREEMENT**

- 20.1 These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.
- 20.2 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.
- 20.3 Neither of us will have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy will be for breach of contract as provided in these terms and conditions.

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**21. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS**

- 21.1 We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.
- 21.2 You will be subject to the policies and terms and conditions in force at the time that you order products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Delivery Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Products).

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**22. LAW AND JURISDICTION**

- 22.1 Contracts for the purchase of Products through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the courts of England and Wales.