

In this Agreement,  
the "Customer" means any person who places an Order with Premiere catering and hygiene products (either as a private consumer or as a business);

the "Goods"  
means any items sold or supplied by Premiere catering and hygiene products under an Order;

"Premiere catering and hygiene products"  
means Premiere catering and hygiene products Limited, a company registered in Ireland with company number 220799.

"Order"  
means any request or order (via phone, web order (excluding Ebay or Amazon) or mail order) to purchase the Goods;

"Website"  
means the Website operated by Premiere catering and hygiene products at [www.premierehygiene.ie](http://www.premierehygiene.ie) or any successor or replacement website operated by Premiere catering and hygiene products; and

the "Parties"  
refers to the Customer and Premiere catering and hygiene products

## **1. Validity**

1.1 This Agreement is the only form of contract between the Parties and any Customer terms and conditions will not apply unless expressly agreed in writing. By submitting an Order, the Customer agrees to apply the terms and conditions of this Agreement in priority over any other agreement between the Parties except previously agreed Premiere catering and hygiene products Credit Account terms and conditions which, where conflict arises, take precedence over this Agreement.

1.2 Any Order is subject to acceptance by Premiere catering and hygiene products. Premiere catering and hygiene products is not obliged to accept any Order or to justify refusal of the same. Receipt of payment for Goods by Premiere catering and hygiene products does not in itself constitute acceptance by Premiere catering and hygiene products of the Order.

1.3 Premiere catering and hygiene products may vary the terms and conditions of this Agreement from time to time by publishing new terms and conditions on the Premiere catering and hygiene products Website or catalogue.

## **2. Goods being Sold**

2.1 Descriptions and specifications for the Goods are set out on the Premiere catering and hygiene products Website at the time of the Order or the Premiere catering and hygiene products catalogue from which the Order is placed provided the catalogue is current at the time of the Order.

2.2 Goods ordered in a specific colour, pattern or design are sold subject to stock availability and Premiere catering and hygiene products may substitute the Goods with newer items or items of comparable or better quality, alternative colour, pattern or design with the Customer's approval.

2.3 If any Goods are unavailable or out of stock then Premiere catering and hygiene products may cancel the Order in whole or in part and refund any monies paid or issue a credit note. Alternatively, Premiere catering and hygiene products may vary the Order with the Customer's approval.

2.4 Customers placing Orders for Goods confirm that they are over 18 years of age and that delivery will be accepted by a person over 18 years of age.

### **3. Terms of Payment and Payment Methods**

3.1 The Goods shall be payable at the prices listed on the Premiere catering and hygiene products Website at the time of the Order or the Premiere catering and hygiene products catalogue from which the Order is placed provided the catalogue is current. Premiere catering and hygiene products reserves the right to update prices on the Premiere catering and hygiene products Website or in future Premiere catering and hygiene products catalogues from time to time. Occasionally, prices advertised on the Premiere catering and hygiene products Website may differ from prices advertised in the Premiere catering and hygiene products catalogue and Premiere catering and hygiene products is under no obligation to honor the price in the Website if the Order is placed through the catalogue. A delivery and/or insurance charge may be payable in addition to the price of the Goods. All prices are quoted in Euro.

3.2 Unless otherwise stated, all prices quoted exclude Value Added Tax ("VAT"). Any such VAT shall be charged in accordance with the relevant regulations in force at the time of the Order.

3.3 Occasionally an error may cause the price/description published or advertised for Goods to be incorrect, in which case Premiere catering and hygiene products shall be under no obligation to honor the incorrect price or Order.

3.4 Payment for Goods and Delivery may be made by any of the options listed on the Premiere catering and hygiene products Website or catalogue. Cheques and cash usually require a minimum of 6 working days to clear and the Customer account, order or quote number MUST be referenced with payment. Premiere catering and hygiene products reserves the right to withhold or refuse further shipments of Goods until all overdue accounts are settled. Any unpaid or bounced cheques returned by a bank will be subject to an administration fee of €25 each.

3.5 Premiere catering and hygiene products reserves the right to charge interest at a rate of 8% of the value of the relevant Order on late or overdue payments by the Customer.

3.6 All Orders may be subject to further credit or security checks.

## **4. Delivery**

4.1 Full delivery prices and options are listed on the Premiere catering and hygiene products Website or catalogue and subject to change from time to time.

4.2 If an Order is placed by a Customer and accepted by Premiere catering and hygiene products before 5pm on a working day (a working day being any day other than weekends and bank/public holidays), stocked products are usually delivered within 24 hours from the time of acceptance of the Order within the mainland of the Republic of Ireland (excluding certain remote areas). Large or fragile items may take longer. Delivery times are stated as a guideline and are subject to change.

4.4 Premiere catering and hygiene products will use reasonable endeavors to meet delivery estimates in all cases however Premiere catering and hygiene products cannot be held liable for any loss or damage due to delay in delivery.

4.5 Risk in the Goods transfers to the Customer at the time of delivery but title will not pass until payment has been made in full for the Goods in question.

4.6 Goods delivered are used, stored and installed at the Customer's own risk and Premiere catering and hygiene products will not be liable for any damage, loss or disruption caused by the same. Where installation/disconnection services have been ordered by the Customer, further charges, terms and conditions may apply as communicated by Premiere catering and hygiene products to the Customer before delivery.

4.7 All large machinery, refrigeration and flat packed Goods are delivered to the front door of ground floor locations only. The delivery person/driver may at his/her discretion assist with delivering the Goods to a location within the premises nominated by the Customer, at the Customer's sole risk.

## **5. Returns and Warranties**

5.1 If the Customer is a private consumer domiciled in a member state of the EEA, the Customer may have a right, in accordance with their applicable local law, to cancel the Order without giving a reason within 14 working days of receiving the relevant Goods. In that instance, the Customer may be entitled to a full refund. In order to exercise this right, the Customer should contact Premiere catering and hygiene products at 0455435417 for details on how to return the Goods. Returns are available for (parcel packed) Goods only- contact customer service to arrange. The Customer will be responsible for the cost of returning all other Goods to Premiere catering and hygiene products.

5.2 Subject to the conditions in this Clause 5, Goods may be returned for a refund, exchange or replacement within 30 days provided they are returned unused, in a saleable condition and in their original packaging. Certain large or bulky items may be subject to a restocking fee. Certain Goods cannot be returned for hygiene purposes. Certain Goods such as knives must be returned in adequate postal packaging for health

and safety reasons. Certain last-in-line or special-to-order Goods may also be non-returnable and will be flagged accordingly on the Premiere catering and hygiene products Website or catalogue. The cost of returns may be refunded in whole or in part to the Customer at Premiere catering and hygiene products' discretion.

5.3 Goods are guaranteed in accordance with the terms of the manufacturer's warranty or for 1 year from delivery unless otherwise stated. Certain manufacturers do not offer full parts and labor warranties in the Republic of Ireland. Goods reported faulty within the specified warranty period may be repaired, replaced or exchanged at Premiere catering and hygiene products' discretion. This warranty applies to Customers based in the mainland of the Republic of Ireland only.

5.3 Goods that are damaged due to delivery must be reported to Premiere catering and hygiene products within 24 hours. Large Goods such as refrigerators must be inspected by the Customer on delivery for damage and an acceptance of delivery docket completed noting any damage that resulted from delivery. Goods that are missing from delivery must be reported to Premiere catering and hygiene products in writing within 7 days from delivery.

5.4 The warranties in this Clause 5 do not apply to any defect in the Goods caused by the fault, negligence or failure of the Customer to use the goods for their normal intended purposes or failure to adhere to manufacturer instructions (including storage, use in incorrect environment, maintenance, de-scaling and cleaning). Gaskets, refrigerants, filter driers, shelves, tray slides, castors and legs, electric lamps, fuses, keys, locks, glass, filters, mains plugs and leads, hose connections and consumables are warranted to be free from defect on delivery only and any damage caused due to delivery must be reported to Premiere catering and hygiene products within 24 hours to qualify for replacement, repair or refund at Premiere catering and hygiene products' discretion. Goods marked 'semi-commercial', 'light-duty use only' or similar must not be used as substitutes or replacements for heavy-duty or commercial-grade equipment. Goods marked 'no commercial warranty' are sold without any warranties unless otherwise stated. Certain Goods may be disposed of in accordance with Premiere catering and hygiene products safety instructions for replacement, exchange or refund with Premiere catering and hygiene products' prior approval. No Goods will be sold on a 'sale or return' basis without prior written approval by Premiere catering and hygiene products. Premiere catering and hygiene products may in its reasonable discretion invalidate warranties for any Goods that have been or are suspected to have been altered, tampered with, serviced, repaired or attended to without Premiere catering and hygiene products' prior approval.

5.5 Old electrical & electronic equipment may be disposed of by prior arrangement in compliance with WEEE regulations. Full details of Premiere catering and hygiene products' WEEE compliance policy are available on the Premiere catering and hygiene products Website.

5.6 Statutory rights for Customers placing Orders and returning Goods as private consumers (as defined by law) are not affected by the terms of this Agreement.

## **6. Termination**

6.1 Premiere catering and hygiene products reserves the right, by notice to the Customer, to cancel or suspend any Order where payment has not been received in accordance with Clause 3 of this Agreement.

6.2 Premiere catering and hygiene products reserves the right to terminate this Agreement if the Customer cannot pay its debts or becomes bankrupt or has a winding-up order made or appoints an Examiner, Liquidator, Receiver or similar is appointed over the whole or a substantial part of the assets and undertaking of the Customer.

6.3 Premiere catering and hygiene products reserves the right to suspend or terminate performance of this Agreement where delivery or supply of the Goods and/or performance of this Agreement is affected by reasons out of Premiere catering and hygiene products' reasonable control such as force majeure, act of God, adverse weather and government intervention, sanction or legislation.

6.4 Premiere catering and hygiene products reserves the right to cancel any Order where it is reasonably suspected that the Customer is not legally permitted to purchase any Goods specified in the Order (such as solvents and knives).

## **7. Limitation of Liability**

7.1 The Customer agrees that Premiere catering and hygiene products aggregate liability for any losses or damage of any kind suffered by the Customer under or in connection with this Agreement shall be limited (to the maximum extent permissible under applicable law) to the actual amount paid by the Customer to Premiere catering and hygiene products for the Goods under the relevant Order. Premiere catering and hygiene products shall not be liable, to the maximum extent permissible under applicable law, for loss of business, business interruption or loss of time or any indirect or consequential loss due to the use or purchase of the Goods by the Customer. Nothing in this Agreement shall exclude Premiere catering and hygiene products' statutory liability for personal injury or death or for fraud.

7.2 Except as expressly stated in this Agreement, Premiere catering and hygiene products hereby excludes, to the fullest extent permitted by applicable law, all conditions and warranties (express or implied, statutory, customary or otherwise) which, but for such exclusion would or might subsist in favour of the Customer.

7.3 Goods sold are not insured for delivery unless confirmed as insured by Premiere catering and hygiene products on acceptance of the Order.

## **8. Intellectual Property Rights and Confidentiality**

8.1 Goods sold or supplied by Premiere catering and hygiene products may be subject to copyright (whether owned by Premiere catering and hygiene products or a third party)

and the Customer covenants not to breach, infringe or prejudice any intellectual property and copyright associated with the Goods without approval. The Customer agrees to indemnify and hold Premiere catering and hygiene products harmless for any breach of said covenant.

8.2 The Customer's data protection and privacy rights under this Agreement are set out in Premiere catering and hygiene products' privacy policy (available on the Premiere catering and hygiene products Website) which is incorporated by reference herein.

## **9. Jurisdiction**

9.1 This Agreement is governed by the laws of the Republic of Ireland and the Parties shall be subject to the exclusive jurisdiction of the Irish courts.

9.2 Any right or obligation contained in this Agreement shall be distinct and severable and if one or more of the same are declared invalid, illegal, void or unenforceable then the remainder shall continue in force and effect to the fullest extent permissible by law.

9.3 This Agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. Each party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud.

9.4 Premiere catering and hygiene products reserves the right to sub-contract or assign all or part of the performance and obligations of this Agreement. Premiere catering and hygiene products will use reasonable endeavors to notify the Customer where such sub-contract or assignment takes place.

9.5 No delay or failure on the part of Premiere catering and hygiene products in enforcing any provision of this Agreement shall be deemed to operate as a waiver of any rights held by Premiere catering and hygiene products under this Agreement nor shall any single or partial exercise of any rights or remedies by Premiere catering and hygiene products preclude any other or further exercise of a right or remedy.

9.6 Any notice to be served under this Agreement may be sent by ordinary prepaid post to the registered address of the Customer and of Premiere catering and hygiene products or by email and shall be deemed to have been received 48 hours after posting or email of same. Such notices will be addressed for the attention of the general manager of the Customer or Premiere catering and hygiene products and copied to the Company Secretary of the Customer or Premiere catering and hygiene products.