Terms & Conditions

This document (together with the documents referred to on it) sets out the terms and conditions on which we supply to the customer any of the wholesale products **(Products)** listed on our website www.intelligentvending.co.uk **(Our Site)** or referred to the customer during the customer enquiries (including any customised or bespoke versions of our standard wholesale products, or standard products specifically sourced for the customer needs).

Please read these terms and conditions carefully before ordering any Products from our site or before contacting us to make an order. The customer should understand that by ordering any of our Products, whether online or by any other means, the customer agree to be bound by these terms and conditions.

Our terms and conditions should be read in conjunction with our Privacy Policy (if this link goes to a page that is blank, or a new tab doesn't open in the customer's browser, the customer's 'downloads' folder should be checked). The Privacy Policy sets out how we collect and use personal information from customers.

Please note that for our technology related solutions, specifically those powered by our own Quros® software platform and covered via our separate www.quros.io domain, these have separate terms and conditions, which will be provided to customers as applicable during the sales process and when they order products or support in this category.

For the avoidance of doubt, Intelligent Vending Ltd supplies only to commercial customers and its products are not available for purchase by personal consumers. Consumer rights therefore do not apply to business-to-business purchases from the website. All purchases are subject to these terms and conditions.

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

Please understand that if the customer refuses to accept these terms and conditions, the customer will not be able to order any Products from our site. By placing any order with Intelligent Vending Ltd **(the Company)** the customer confirms their agreement to these terms and conditions in their entirety.

1. Information about us

1.1 We are Intelligent Vending Ltd, a company registered in England and Wales under company number 5406605 and with our registered office at 36 Chesterfield Road, Market Street, Staveley, Chesterfield, Derbyshire, S43 3UT. Our United Kingdom VAT registration number is GB859602396 and our Netherlands VAT registration number is NL826323534B01. Intelligent Vending Ltd supplies vending machines, related products, services and ancillaries. Intelligent Vending Ltd operates through the website www.intelligentvending.co.uk and its trading address is Black Rocks Business Park, Porter Lane, Wirksworth, Derbyshire, DE4 4NQ, in the UK.

2. Service availability

2.1 Our site is intended for use by businesses or organisations in any country throughout the world. We will endeavour to fulfil every order that is placed but reserve the right to refuse any order if it is not possible to fulfil due to geographical or international related issues, or if it is judged detrimental to the trading interests of the Company.

3. Customer status

3.1 By placing an order through our site, the customer warrants that:

a) the customer is legally capable of entering into binding contracts on behalf of the customer's business / organisation / employer or the customer themselves; and

b) the customer is at least 18 years old.

4. How the contract is formed between the customer and us when ordering via our site

4.1 After placing an online order via our site, the customer will receive an e-mail from us acknowledging that we have received the customer order. Please note that this does not mean that the customer order has been accepted. The customer order constitutes an offer to us to buy a Product. All orders are subject to acceptance by us, and the Company retains the right to accept or reject this offer before processing the order.

4.2 The contract between the customer and us **(Contract)** will relate only to those Products for which payment has been approved by us, the prices have been verified, and the order has been processed.

4.3 Whilst we try to ensure that all product descriptions and pricings are accurate, sometimes errors do occur. If any error is discovered we will inform the customer as soon as possible, and give the customer the option to cancel the customer order. If the customer cancels the order in such circumstances, and the customer has already paid for the goods, we will provide a full refund.

4.4 The pricing information and product details on our website are constantly being updated, and occasionally errors and inaccuracies may occur. We reserve the right to correct any errors, omissions or inaccuracies at any time without prior notice, and also to refuse without limitation to fulfil any orders that have been placed based on information relating to pricing, shipping, payment arrangements, or refunds, which contain errors or are inaccurate.

4.5 Any offline orders we receive e.g. by telephone, email etc. are subject to the same principles as set out above, but subsequent communication with the customer will vary according to the circumstances.

5. Our status

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

5.2 Occasionally, third-party suppliers take independent decisions that involve changes to the product or service they offer, or decide to no longer supply that product or service, e.g. a decision to no longer provide maintenance cover. Where, prior to accepting the customer order, we know that such a change will be made within the six months following the date the customer order is placed, we will inform the customer of this so the customer can decide whether to proceed with the order or not. Where a third-party supplier has not previously informed us of these planned changes or subsequently decides to no longer offer a product or service, the Company bears no responsibility and accepts no liability for any consequences related to such decisions. Similarly, the Company bears no responsibility and accepts no liability for any consequences related to a supplier ceasing to trade for any reason. Notwithstanding the above, we will use reasonable endeavours to ensure that any outstanding contractual obligations to customers, e.g. service cover, are upheld.

6. Availability and delivery

6.1 The customer order will be fulfilled as quickly as possible and subject to availability of goods.

6.2 Any time or date for delivery named by us is an estimate only and we shall not be liable for the consequences of any delay.

6.3 In respect of international orders, we will contact the customer following the customer order to confirm delivery options and Incoterms (International Commercial Terms).

7. Risk and title

7.1 The Products will be at the customer risk from the time of delivery (or dispatch in respect of certain Incoterms for international clients) or upon collection from us by the customer or the customer's agents or employees.

7.2 Ownership of the Products will only pass to the customer when we receive full payment of all sums due in respect of the Products, including delivery charges.

7.3 We shall be entitled at all times to enter the customer premises without being liable to trespass to examine or recover any Products not yet paid for within the time specified for payment and the customer shall afford access to the customer premises for such purpose upon demand.

7.4 Where goods are sold "Free on Board" (FOB) the responsibility of Intelligent Vending Ltd shall cease immediately once the goods are placed on board ship and we shall be under no obligation to give the customer the notice specified in section 32 (3) of the Sale of Goods Act 1979.

8. Returns and fefunds

8.1 For smaller parcel items sent via a standard courier service (i.e. companies such as Fedex, DHL, UPS, ParcelForce etc), any goods that are damaged or appear to have been damaged in transit should be pointed out to the courier/delivery driver at the time of delivery and reported to the Company **within 24 hours. If there is significant and obvious damage to the goods, equipment, or machine(s) on delivery, they should be rejected.** Following delivery, any goods that do not operate as described or are defective in any way should be reported

to Intelligent Vending Ltd within **3 working days**. It is at the Company's discretion regarding how defective items reported later than 3 working days should be responded to.

8.2 For larger items or bulk shipments sent by pallet or via a specialist haulier, any goods that are damaged or appear to have been damaged in transit should be pointed out to the delivery driver(s) at the time of delivery. **Details regarding any damage must be clearly stated and recorded on the delivery driver's PDA (phone or other digital device) or on delivery paperwork/documentation**. A copy of these documents should be recorded (photos taken if necessary) and sent electronically to the Company, straight away but no later than 24 hours after the delivery, together with photographs of the damage to the product(s). **If the damage to the goods, equipment, or machine(s) on delivery is significant, they should be rejected**. Following delivery, any goods that do not operate as described or are defective in any way should be reported to Intelligent Vending Ltd within **3 working days**. It is at the Company's discretion regarding how defective items reported later than 3 working days should be responded to.

8.3 Subject to compliance with the reporting requirements referred to in clause 8.1 and clause 8.2 above, the Company will arrange at its own expense for any goods to be returned that, following delivery, are found to be damaged or prove defective. The exception to this, as per clause 8.7, is if there is evidence that the items have been misused or damaged by the client or their representative following delivery.

8.4 Following examination of the goods and confirmation that any damage or defect was not caused by the customer or their representative, it will be at the Company's discretion whether a full refund is offered or whether the goods are replaced. There is no automatic right to a refund and the normal response in such circumstances would be to replace the item.

8.5 It is for customers to determine that goods they purchase are suitable for the purpose or application intended. Failure of goods to meet such expectations is not a basis for a refund or to return goods, except at the Company's discretion. Details of charges that may be applicable in such circumstances are set out in Section 9.

8.6 All customers have a responsibility to look after goods in their possession. Unless packaging has been seriously damaged in transit, goods should be returned in original condition and in original packaging.

8.7 If there is evidence that goods/machines have been inappropriately or negligently tampered with, or damaged or misused by the customer while in their possession, or damaged during transit back to the Company where the customer has been responsible for arranging shipping, the Company reserves the right to waive its commitment under clause 8.4 to offer a refund or replace the item

8.8 In respect of all customers, we reserve the right to charge for the Products and any associated costs we have incurred in full if the customer decides to cancel any order once a Contract is in place. This applies irrespective of whether the purchase has been made on a proforma basis or by a trade account customer.

8.9 For purchases of higher value items that often have a longer lead time, the Company may offer a split payment arrangement to customers who do not have a trade account, for example 50% payment at the time of order, with the remaining 50% due prior to despatch, or similar. If customers cancel such orders prior to full payment, there is no automatic right to refund of the initial payment.

8.10 The amount of any refund, which is at the discretion of the Company, will in all cases take account of any direct or indirect Company costs that have already been or will be incurred as a result of cancellation, and to cover the costs of preparing the ordered item for resale where this is viable. Any storage or other outstanding charges that may have been incurred will also be deducted from the refund. It should be noted for products or services that include a significant bespoke element, there will be no refund of the initial payment to the customer.

8.11 There are other circumstances where the full cost of the order or a significant percentage of the order value may be charged to the customer. On some occasions, in order to secure a product or services for our customer, the Company itself is required to enter into a contract with a supplier or other third party. Breaking this contract could incur costs for the Company up to the full value of the order. These costs will be charged to the customer.

9. Price and payment

9.1 Subject to clauses 4.3 and 4.4 and 9.3 to 9.5 inclusive, the price of the Products and our delivery charges will be as quoted on our site from time to time.

9.2 All Product prices quoted on our site do not include installation charges or staff training costs unless this is stated as being included as part of the package price. Charges for installation or staff training, where applicable, are indicated separately on our site.

9.3 Product prices and delivery charges are liable to change at any time prior to a product being dispatched. For overseas and non-mainland UK orders, we will quote for delivery prior to confirmation of the order.

9.4 Our site contains a large 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 shipping the Product. If a Product's correct price is higher than the price stated on our site, we will normally, at our discretion, either contact the customer for instructions before dispatching the Product, or reject the customer order and notify the customer of such rejection.

9.5 We are under no obligation to provide the Product to the customer at the incorrect (lower) price, even after we have sent the customer a dispatch confirmation.

9.6 Payment for all Products must be via our online shopping cart or by BACS, international bank transfer (ITL), or cheque, or any other form of payment agreed in advance by us. We accept payment via a number of (but not all) debit and credit cards – if in doubt, please check with us. Please note that for orders from outside the UK we may not accept credit or debit card payment. If this is the case, we will specify an alternative form of payment. We will not charge the customer credit or debit card until we have processed the customer order.

9.7 For very high value orders we may consider a Letter of Credit transaction, but the purchaser will be responsible for all bank and administration charges incurred as part of this process.

9.8 Unless a trade account has been set up with us, we will not dispatch any Products until payment has been received in full and has cleared in our bank account. For international orders, we require payment to fully clear in our account before we process the order of any goods – for some international transactions please note that such clearance may take up to 15 days.

9.9 Value Added Tax (VAT) where applicable shall be due at the prevailing rate on all invoices.

9.10 For trade account holders, payment is due 30 days from the date of invoice. Interest will be payable on all overdue accounts from the date of the invoice until payment in full is made pursuant to the Late Payment Commercial Debts (Interest) Act 1998. If there is a failure to make payment of any monies due to us, we may withhold delivery of any further goods until all outstanding monies have been paid. We also reserve the right to pass the bad debt to a specialist 3rd party debt collection company.

9.11 The Company will provide adequate notification to the customer when goods are completed and ready for despatch. If the despatch date is then delayed by the Customer, storage charges will be passed on to the Customer at the Company's discretion. In such circumstances, any storage charges invoiced by the Company will need to be paid in full by the Customer before goods are released, irrespective of the payment terms agreed for the order.

9.12 Any charges owed by the customer will be deducted from any refund agreed by the Company, before such sums are reimbursed.

9.13 Terms for any lease rental, lease purchase, rental or any other finance packages will be in accordance with the terms agreed with the funding organisation (Intelligent Vending Ltd or any third-party financial organisation).

10. Warranty

10.1 The warranty provided on products will be in accordance with the terms of the warranty provided by the manufacturer(s) of that product, which are available upon request from Intelligent Vending Ltd.

10.2 To the extent permitted by law, no condition is made or to be implied nor is any warranty given or to be implied as to the life or wear of the Products or that they will be suitable for any particular purpose or for use under any specific conditions regardless of whether such purpose or conditions may be known or have been made known to Intelligent Vending Ltd.

10.3 Except where a manufacturer's warranty expressly specifies cover for call-out or labour costs, the warranty offered will only apply to either replacement or repair of the defective part. The remedy to be applied is at the manufacturer(s) discretion. Unless the warranty itself covers on-site repair, or unless separate and active maintenance cover has been purchased and is in force, any call-out or labour costs incurred to rectify a fault under such circumstances will be charged for, even if the product is new.

10.4 The Company may on occasions and with the customer's agreement supply a test or pre-production machine that does not fully comply at the point of delivery with all required certifications and regulations, although we will ensure it is safe to use for the purposes described. In accepting such a machine, whether for sale, rental or otherwise, the customer acknowledges that the equipment may not operate to the standards that would be expected of a normal production machine. Under these circumstances, we will provide information at time of order regarding any additional support we will provide in recognition of the Beta status of the product.

11. Our liability

11.1 Subject to clause 11.3, if we fail to comply with these terms and conditions, we shall only be liable to the customer for the purchase price of the Products.

11.2 Subject to clause 11.3, we will not be liable for losses that result from our failure to comply with these terms and conditions that fall into the following categories:

a) loss of income or revenue;

b) loss of business;

c) loss of profits;

d) loss of anticipated savings

e) loss of data; or

f) waste of management or office time.

11.3 Nothing in this agreement excludes or limits our liability for:

a) death or personal injury caused by our negligence;

b) fraud or fraudulent misrepresentation;

c) any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

12. Maintenance

12.1 Irrespective of whether a machine is covered by a parts warranty, we will not be liable for any call out or labour costs on any Products unless a maintenance contract to cover this has been purchased and is in force, or this cover is included as part of the manufacturer's warranty.

12.2 If the customer decides not to purchase optional maintenance cover, any labour costs will be charged on a call out and time-on-site basis (ad-hoc 'pay as the customer go' service). Please note that call-out and labour charges will apply even if equipment is new.

12.3 The customer is responsible for the provision and installation of all electrical, plumbing and cabling requirements unless otherwise agreed by us.

13. Import duty, taxes and clearance

13.1 If Products from our site are ordered for delivery outside the UK, they may be subject to import duties, taxes, declarations, or other clearance charges which are levied when the delivery reaches the specified destination. Incoterms vary from order to order, but most goods are shipped DAP (Delivered at Place) as standard unless agreed otherwise. The customer will therefore be responsible for payment of any such import clearance charges. Please note that we have no control over these costs and cannot predict their amount. We will supply the appropriate Customs HS Codes (Harmonised System) of the items being ordered, and customers will need to contact their local customs office for further information before finalising the order.

13.2 Please also note that customers 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 the customer of any such laws.

13.3 We will not charge UK VAT for exports of goods being sent from the UK to companies outside of the United Kingdom. EU customers will be required to provide their VAT & EORI numbers at the time of order. These details will be required for clearance into the EU and will need to be validated and included on any paperwork.

13.4 For inter-EU trade where goods do not originate in the UK, or ship from the UK to the EU, we may trade via our Netherlands VAT number. We will confirm this at the time of purchase. For inter-EU trade using our Netherlands VAT number to other companies based in the Netherlands, local NL VAT will be charged at the prevailing rate. Nevertheless, for all EU customers, their VAT number must be provided at the time of order. These details will be validated and included on any paperwork.

13.5 In circumstances where the goods are collected in person or by the customer's agent from a site within the UK, we will add VAT at time of order in respect of purchases made. The amount of VAT will subsequently be reimbursed once the customer has demonstrated to our satisfaction that the goods purchased have been shipped outside of the UK. We will, however, pass on to the customer any administration, bank or currency transfer charges that are levied against the Company relating to reimbursement of VAT in such circumstances.

13.6 Additional document charges will be levied as applicable where specialist international trade documents or certificates are required. We will confirm these charges prior to processing the customer order.

13.7 We reserve the right to refuse any order if the level of paperwork/administration required to meet requirements is not commercially viable for the order size.

14. Written communications

14.1 Applicable laws require that some of the information or communications we send to the customer should be in writing. When using our site, the customer accepts that communication with us will be mainly electronic, normally email. For contractual purposes, the customer agree to this electronic means of communication and the customer acknowledge that all contracts, notices, information and other communications that we provide to the customer electronically comply with any legal requirement that such communications be in writing. This condition does not affect the customer's statutory rights.

15. Notices

15.1 All notices given by the customer to us must be given to Intelligent Vending Ltd at sales@intelligentvending.co.uk or by post to the Intelligent Vending Ltd trading address as detailed in clause 1. We may give notice to the customer at either the e-mail or postal address the customer provides to us when placing an order, or in any of the ways specified in clause 14 above. 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. 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.

16. Transfer of rights and obligations

16.1 The contract between the customer and us is binding on the customer and us and on our respective successors and assignees.

16.2 The customer may not transfer, assign, charge or otherwise dispose of a Contract, or any of the customer 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.

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:

a) strikes, lock-outs or other industrial action;

b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

c) public health epidemic or pandemic affecting the UK and/or countries where customers and/or suppliers are located;

d) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;

e) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

f) impossibility of the use of public or private telecommunications networks; and

g) 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.

18. Waiver

18.1 If we fail at any time during the term of a Contract to insist upon strict performance of any of the customer 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 the customer 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 the customer in writing in accordance with clause 16 above.

19. Severability

19.1 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.

20. Entire agreement

20.1 These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any Contract.

20.2 We each acknowledge that, in entering into a Contract, neither of us relies on, or will have any remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or the documents referred to in them.

20.3 Each of us agrees that our only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) will be for breach of contract.

20.4 Nothing in this clause limits or excludes any liability for fraud.

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 systems' capabilities.

21.2 The customer will be subject to the policies and terms and conditions in force at the time that the customer orders 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 the customer), or if we notify the customer of the change to those policies or these terms and conditions before we dispatch the Products to the customer (in which case we have the right to assume that the customer has accepted the change to the terms and conditions, unless the customer notify us to the contrary within seven working days of receipt by the customer of the Products).

22. Law and jurisdiction

22.1 Contracts for the purchase of Products 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, United Kingdom.