

## AA First Terms & Conditions of Trade

- 1. Definition**  
The following expressions shall have the following meaning  
  
**Equipment** The Equipment provided by AA First to the Customer  
**Product Price** The Prices charged for the Equipment by AA First  
**Customer** A Water-, Vending-, or Coffee Distributor with competence to supply, install and service of AA Equipment to his End Users  
**End User** The Business to Business end user supplied by the Customer
- 2. Basis of Contract**  
These Terms and Conditions of Trade apply to the supply of Equipment to the Customer by AA First to the exclusion of any other terms the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing
- 3. Payment Terms**
  - 3.1. Payment terms are payment in advance, except where a credit account has been opened in which case payment is due within the terms notified in writing to the customer. All Product Prices are quoted excluding VAT.
  - 3.2. The customer must inform AA First, within 30 days of receiving an invoice, if the goods were not received. Any claim by the customer that the goods were not received as a basis for not paying the invoice will not be accepted if the customer failed to inform AA First within 30 days of receipt of that invoice.
- 4. Insurance, Risk and Title**
  - 4.1. Goods delivered to the Customer: The risk of all Equipment shall pass to the Customer on delivery
  - 4.2. Where goods are sold ex works, the risk shall pass to the Customer as soon as the goods are loaded for delivery to the Customer
  - 4.3. Should the Customer request delivery direct to his End User, the risk of the Equipment shall pass to the Customer as soon as the goods are loaded for delivery to the End User.
  - 4.4. Any dates quoted for delivery are approximate only, and time of delivery is not of the essence.
  - 4.5. Damage to Equipment in Transit to the Customer: The Equipment must be examined by the Customer for physical damage on arrival. If there is obvious damage to the exterior packaging, the Customer must let the delivery driver know – or refuse delivery of the Equipment - and then inform AA First in writing within 24 hours, so that a claim can be lodged with the Freight Company, and where necessary, replacement Equipment can be sent. In case there is no obvious damage to the exterior of the packaging of the Equipment, the Customer must sign the carrier's delivery note "Unexamined". Any damage discovered consequently must be reported in writing to AA First within 3 days of receipt of goods.  
Transit damage to equipment sold ex works or directly delivered to the Customers End User: AA First shall be under no obligation to cover Transit Damage.
  - 4.6. The Customer shall insure the Equipment on his insurance policy at the full Product Price of the Equipment
  - 4.7. Title of the Equipment shall remain with AA First until the Equipment has been paid in full
  - 4.8. Where Equipment remains unpaid for more than 30 days after the due date in clause 3 (or immediately upon the Customer suffering an insolvency-type event) AA First shall be entitled to recover the Equipment and the Customer grants AA First an irrevocable licence to enter the Customers premises for these purposes.
- 5. Equipment Warranty**
  - 5.1. AA First warrants that on delivery, and for a period of 12 months from the date of delivery, the Equipment shall
    - 5.1.1. conform in all material respects with its description and any applicable specifications, and
    - 5.1.2. be free from material defects in design, material and workmanship.
    - 5.1.3. COSMETAL Products: The Warranty for the Niagara Range will be limited to the free supply of Parts and Spares. The Warranty for all other Cosmetal Products will be treated as described under Point 5.2.
  - 5.2. Subject to clause 5.1. provided
    - 5.2.1. The Customer informs AA First that the Equipment does not comply with the warranty set out in clause 5.1.
    - 5.2.2. If the Equipment needs to be returned to AA for investigation or repair, the Customer will be asked to complete a Returns Note before a return can be arranged. The Customer is then asked to package the Equipment and return it to AA First. Returns can only be accepted after a Return Note and following AA instructions have been issued.
    - 5.2.3. AA First will repair the Equipment and return it to the Customer or replace it with a new piece of Equipment
    - 5.2.4. In case of "no fault found" AA will return the Equipment to the Customer. In case of "no fault" AA reserves the right to invoice the Customer for the investigative work and any return freight charges.
    - 5.2.5. AA First are not able to service/repair out of warranty Equipment.
  - 5.3. AA First shall not be liable for the Equipment's failure to comply with the warranty set out at clause 5.1. in any of the following events
    - 5.3.1. The Customer makes further use of the Equipment after giving notice in accordance with clause 5.2
    - 5.3.2. The defect arises because the Customer failed to follow written Installation Instruction as to storage, commission, installation, use and maintenance of the Equipment or (if there are none) good trade practices regarding the same.
    - 5.3.3. The Customer alters or repairs the Equipment without the written consent of AA First, or
    - 5.3.4. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions.
    - 5.3.5. Liability arising from Scale are expressly excluded from warranty.
  - 5.4. Except as provided in this clause 5, AA First shall have no liability to the Customer in respect of the Equipment's failure to comply with the warranty set out in clause 5.1.
  - 5.5. The terms implied by section 13 to 15 of the Sale of Goods Act 1979 are, to the full extent permitted by law, excluded
  - 5.6. The conditions set out in this clause 5 shall apply to any repaired or replacement Equipment supplied by AA First
- 6. Installation and Maintenance of the Equipment by the Customer**
  - 6.1. The Customer is responsible for the installation of the Equipment at his End User's site
  - 6.2. The Customer must use Installers who are trained to Water Regulation Standards, when installing Equipment which requires a mains water connection
  - 6.3. The Customer's Installer must use pressure reducing and flood preventing devices when connecting to the mains water supply
  - 6.4. The Customer's Installer must be electrically qualified to work on the electrics/electronics of the Equipment and to connect the Equipment to the electricity supply.
  - 6.5. AA First will not accept any warranty claims if the equipment has not been installed according to the Equipment's Installation Instructions
  - 6.6. Equipment older than 12 months from the date of AA's invoice should be PAT tested and the test result recorded before being sited
  - 6.7. Equipment removed from one End User must be PAT tested and undergo a full electrical check for loose wiring/malfunctioning before the Equipment is being re-sited at a new End Users location.
  - 6.8. In the case of the Equipment being a Water Cooler/Fountain/Undersink Chiller, the Customer has an obligation to sanitise the Equipment every 3 months for Bottled Coolers and 6 months for POU Equipment. Checks need to be made after sanitising that there is no electrical malfunctioning or water leaks (which can sometimes result from working on the Equipment)
  - 6.9. The Customer's responsibility for any of the above extends to the use of third-party labour/contractors
  - 6.10. Other than set out in 5.1. AA First will not accept any Warranty or Performance Claim for Equipment which has been sold on by the Customer to a third party without a service and maintenance contract
- 7. WEEE Recycling**  
The Distributor is responsible for the Recycling of the Equipment. Alternatively, he could return the Equipment to AA First for Recycling. In this case the Distributor would be responsible for returning the Equipment to AA First
- 8. Force Majeure**  
Neither party shall be liable for any non-performance or delay in performance of any of its obligations by reason of any cause or circumstance beyond its reasonable control, including riot, civil commotion, fire, flood, storm, act of God, strike or industrial action
- 9. Entire Agreement**  
These Terms & Conditions of Trade represent the entire agreement between the parties, supersede and replace in every respect any existing terms and conditions between AA First and the Customer. These Terms & Conditions of Trade override any conflicting terms or conditions referred to in any other document issued by the Customer, irrespective of when such conflicting terms and conditions may be issued.  
No variation or waiver of these Terms & Conditions of Trading, shall be effective unless issued in writing by AA First
- 10. Liabilities and Indemnities**  
Nothing in these Terms & Conditions of Trade shall limit or exclude the liability of AA First for
  - 10.1.1. Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable)
  - 10.1.2. fraud or fraudulent misrepresentation, or
  - 10.1.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979 incurred by the Customer and/or his End User, howsoever arising, whether under a claim in contract or tort
  - 10.2.1. AA First shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the supply of Equipment hereunder, and
  - 10.2.2. AA First's total liability to the Customer in respect of all other losses arising under or in connection with the supply of Equipment hereunder, whether in contract, tort (including negligence), breach or statutory duty, or otherwise, shall in no circumstances exceed the price of the Equipment so supplied.
  - 10.2.3. Notwithstanding the above, the Customer must advise AA First in writing of any incident which has occurred which involves the Equipment, within 5 working days of the incident occurring.
- 11. Governing Law**  
These Terms and Conditions of Trade shall be governed by and construed in all respects in accordance with English Law, and all parties hereto submit to the jurisdiction of courts in England

**AA First is a division of Circon Ltd: Registered in England 5121722**

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