

1. Interpretation

In these terms and conditions (**Conditions**), the following terms shall have the following meanings: **Additional Charges** shall have the meaning ascribed to it in Clause 7; **Detergents** means Wolf’s Flow Commercial Laundry Detergents, the supply of which is excluded from the Conditions; **Dosing Pump** means an automated system that feeds the Detergents into the washing machine, which the Customer may rent from Wolf free of charge. **Contract** means the contract between Wolf and the Customer for the lease of Equipment; **Customer** means the person, firm or company who leases the Equipment from Wolf; **Equipment** means any washing machine, dryer, dishwasher, or other machine or apparatus, as set out in the Order; **Normal Working Hours** means Monday to Friday from 9am to 5pm except for bank holidays; **Order** means the Customer’s purchase order to which these Conditions are annexed; **Lease Payments** means the charges due to be paid by or on behalf of the Customer to Wolf for the lease of the Equipment and as set out in the Order; **Lease Period** means the period of lease set out in the Order; **Purchase Option** shall have the meaning ascribed to it in Clause 8; **Residual Value** means the price payable by the Customer to Wolf for the Equipment, as set out in the Order, should the Customer exercise the Purchase Option; **Wolf** means Wolf Laundry Ltd, Ashroyd Business Park, B5, Ashroyds Way, Barnsley S74 9SB, United Kingdom, or any member of the Wolf Laundry Ltd Group.

2. Acceptance

- 2.1 The Conditions apply to any Contract for the lease of Equipment between Wolf and the Customer to the entire exclusion of any other terms and conditions that the Customer may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. The Contract may include the rental of a Dosing Pump.
- 2.2 A quotation for the lease of Equipment and (if needed) the rental of a Dosing Pump given by Wolf shall not constitute an offer. A quotation shall only be valid for a period of thirty (30) days from its date of issue and shall be subject to availability of the Equipment and (if ordered) the Dosing Pump.
- 2.3 The Order constitutes an offer by the Customer to lease the Equipment in accordance with the Conditions. The Customer is responsible for ensuring that the terms of the Order are complete and accurate.
- 2.4 The Order shall only be deemed to be accepted when Wolf issues a written acceptance of the Order, at which point the Contract shall come into force.
- 2.5 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Wolf, which is not set out in the Contract.

3. Specifications

The Customer is responsible for satisfying itself as to the suitability of the Equipment and any Dosing Pump for the intended use. Wolf shall not be bound by any statement concerning the scope of supply, performance or characteristics of the Equipment or Dosing Pump unless expressly incorporated in the Contract, although nothing in these Conditions shall be construed as attempting to limit either party’s liability for fraud or fraudulent misrepresentation. All specifications, drawings and particulars of weights and dimensions and other information relating to the Equipment or Dosing Pump submitted with Wolf’s quotation are approximate only. Descriptions and illustrations contained in Wolf’s catalogues, price lists, or other advertisement material are intended merely to present a general description of the Equipment described therein and none of these shall form part of the Contract.

4. Lease Period

The Lease Period shall be as set out in the Order, unless the Contract is terminated earlier in accordance with Clause 14. Upon the end of the Lease Period, the Customer shall have an option to purchase the Equipment for the Residual Value in accordance with Clause 8. If the Customer does not exercise the Purchase Option, the Customer shall make the Equipment and, in any case, the Dosing Pump (if rented) available for pick-up by Wolf during Normal Working Hours.

5. Delivery

Wolf shall deliver to and install the Equipment and any Dosing Pump (if ordered) in the location set out in the Order or such other location as the parties may agree at any time after Wolf notifies the Customer that the Equipment or Dosing Pump (if ordered) is ready for delivery. Delivery dates quoted by Wolf are approximate only, and the time of delivery is not of the essence. It is expressly agreed that Wolf shall not be liable to the Customer for any delay in delivery of the Equipment or Dosing Pump or otherwise.

6. Lease Payments, Invoicing and Payments

- 6.1 Wolf shall invoice the Customer for the Lease Payments in accordance with the Order. Wolf shall provide separate invoices for the Purchase Option (if exercised by the Customer) or any Additional Charges. The Customer shall make payments within thirty (30) days of the date of the invoice received from Wolf.
- 6.2 If the Customer fails to make any payment due to Wolf under the Contract by the due date for payment, then, without limiting Wolf’s remedies under the Conditions, the Customer shall pay interest on the overdue amount at the rate of 2.5% per month. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after decree. The Customer shall pay the interest together with the overdue amount.
- 6.3 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). Any dismantling, packaging, transportation and/or shipping charges not included in the Contract, shall be borne by the Customer.

7. Additional Charges

In addition to the Lease Payment set out in the Order, Wolf has in the relevant circumstances the right to apply additional charges (a) for loss of or damage to the Equipment and any Dosing Pump as a result of any failure by the Customer to comply with the Conditions including but not limited to any misuse, vandalism or wilful default or negligence, failure to operate the Equipment and any Dosing Pump in accordance with the manufacturer’s instructions, improper installation, or failure to keep up with the general cleaning and maintenance program for the Equipment and any Dosing Pump; (b) if the Equipment or Dosing Pump is damaged and it can be repaired, for loss of lease income during the period the Equipment or Dosing Pump is being repaired, provided such additional charges shall cease when the Equipment or Dosing Pump is returned to full working order; and (c) if the Equipment or Dosing Pump is damaged and cannot be repaired or the Equipment or Dosing Pump is lost or stolen, for loss of lease income during the period from the date the Equipment or Dosing Pump is damaged, lost or stolen to the date Wolf receives an amount equal to full replacement value of the Equipment or Dosing Pump. Wolf shall invoice the Customer for any Additional Charges in accordance with Clause 6.

8. Purchase Option

The Customer shall have an option to purchase the Equipment at the end of the Lease Period against payment of the Residual Value to Wolf (**Purchase Option**). If the Customer elects to exercise the Purchase Option, the Customer shall notify Wolf in writing at least thirty (30) before the



end of the Lease Period. Upon receipt of such notification by Wolf, Wolf shall invoice the Residual Value to the Customer and the Customer shall pay the Residual Value to Wolf in accordance with Clause 6. Upon receipt of the Residual Value by Wolf, the right, title or interest in or to the Equipment shall pass to the Customer and the Contract shall be deemed terminated.

9. Title, Risk, and Insurance

- 9.1 Save as provided under Clause 8, the Equipment and any Dosing Pump shall at all times remain the property of Wolf, and the Customer shall have no right, title or interest in or to the Equipment or Dosing Pump (save the right to possession and use of the Equipment or Dosing Pump subject to the Conditions). The risk of loss, theft, damage or destruction of the Equipment or Dosing Pump shall pass to the Customer upon delivery of the Equipment or Dosing Pump, or where applicable, the Customer’s appointed agent. The Equipment or Dosing Pump shall remain at the sole risk of the Customer during the Lease Period.
- 9.2 The Customer shall give Wolf immediate notice in the event the Equipment or Dosing Pump is lost, stolen or damaged or if there is a claim or, for any reason, a threat of seizure of the Equipment or Dosing Pump.
- 9.3 During the Lease Period, the Customer shall, at its own expense, provide and maintain with a reputable insurer (a) insurance of the Equipment and any Dosing Pump against loss by all risks of physical loss or damage by fire, theft or accident, in an amount equal to the full replacement value; (b) insurance for such amounts as a prudent owner or operator of the Equipment and any Dosing Pump would insure for, or such amount as Wolf may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and howsoever arising in connection with the Equipment and any Dosing Pump; and (c) insurance against such other or further risks relating to the Equipment and any Dosing Pump as may be required by law, together with such insurance as Wolf may from time to time consider reasonably necessary and advise to the Customer.
- 9.4 All insurance policies procured by the Customer shall be endorsed to provide Wolf with at least twenty (20) business days’ prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall name Wolf on the policies as a loss payee in relation to any claim relating to the Equipment or Dosing Pump. The Customer shall be responsible for paying any deductibles due on any claims under such insurance policies.

10. Liability and Equipment Breakdown

- 10.1 In the event that the Equipment or Dosing Pump experiences a breakdown due to any defect in materials or workmanship, Wolf’s liability shall be limited to the cost of repair, including parts and labour, to return the Equipment or Dosing Pump to full working order or to provide replacement Equipment or Dosing Pump of similar nature. Any such repair or replacement work shall be performed during Normal Working Hours as soon as reasonably possible unless otherwise agreed between the parties in writing.
- 10.2 Wolf shall not be obligated to bear the costs of Customer’s labour or standby time in connection to any breakdown, nor any costs related to the delay in Customer operations.
- 10.3 Without prejudice to Clause 10.4, Wolf’s maximum aggregate liability for breach of the Contract (including any liability for the acts or omissions of its employees, agents and subcontractors), whether arising in contract, delict (including negligence), or otherwise, shall in no circumstances exceed the cost of fulfilling its obligation under Clause 10.1, and Wolf shall under no circumstances be liable to the Customer for any loss of profit, loss of revenue, loss of business, indirect or consequential loss or damage, in each case, however caused, even if foreseeable.
- 10.4 Nothing in the Conditions shall exclude or in any way limit Wolf’s liability for (a) death or personal injury caused by its own negligence or the negligence of its employees, agents or subcontractors (as applicable); or (b) fraud or fraudulent misrepresentation, or (c) wherever else is would be unlawful to limit or exclude Wolf’s liability.
- 10.5 The Conditions set forth the full extent of Wolf’s obligations and liabilities in respect of the Equipment and its leasing to the Customer. In particular, there are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on Wolf except as specifically stated in the Conditions. Any condition, warranty or other term concerning the Equipment or Dosing Pump which might otherwise be implied into or incorporated within the Contract, whether by statute, common law or otherwise, is expressly excluded.

11. Obligations of Wolf

Wolf shall:

- 11.1 supply the Equipment and any Dosing Pump to the location set out in the Order (or such other location as the parties may agree at any time after Wolf notifies the Customer that the Equipment and any Dosing Pump is ready for delivery) as well as install and hand over the Equipment and any Dosing Pump to the Customer in such location.
- 11.2 provide regular maintenance for the Equipment and any Dosing Pump to keep it in working order throughout the Lease Period and repair the Equipment and any Dosing Pump to the extent required within reasonable time subject to Clause 10.1.
- 11.3 if in Wolf’s discretion it is deemed appropriate, to replace the Equipment and any Dosing Pump should it become uneconomic or impossible to repair. Replacement Equipment or any Dosing Pump will be of at least similar age and capability. Wolf may replace the original Equipment or any Dosing Pump with newer or higher capability Equipment, if in its opinion this is necessary.
- 11.4 provide all parts necessary for the operation of the Equipment and any Dosing Pump and provision of maintenance. Such parts include consumable parts such as filters and lint screens but shall exclude Detergents, other chemicals, ironer covers, ironing belts, door seals, drive belts, catering trays, and shelves as well as all coin operating mechanisms, which may be provided separately at an additional cost.

12. Obligations of the Customer

The Customer shall during the Lease Period:

- 12.1 at its expense and at all times, keep and maintain the Equipment and any Dosing Pump in good condition and appearance in order to keep it in as good an operating condition as it was upon delivery (fair wear and tear only accepted);
- 12.2 use all Equipment and any Dosing Pump only for the purposes for which it was designed and operate in a careful, prudent manner and in accordance with the instructions for use;
- 12.3 as required purchase from Wolf and use only the Detergents for the Dosing Pump (if a Dosing Pump is rented);
- 12.4 comply with all laws, regulations, rules or ordinances of lawfully constituted authorities relating to the possession, use, storage and transport of the Equipment and any Dosing Pump;
- 12.5 maintain effective control of the Equipment and any Dosing Pump and do not move, transport, divert, or otherwise change the location of the installed Equipment and any Dosing Pump;
- 12.6 ensure that the Equipment and any Dosing Pump is operated only by suitably competent persons, duly instructed on its safe operation in accordance with manufacturer’s operating manuals, instructions and safety warnings;
- 12.7 not copy, reproduce, or reverse engineer in any way or manner the Equipment and any Dosing Pump or any part or component thereof;
- 12.8 not perform, or allow any person other than Wolf’s representatives to perform, any work in or upon or make modifications, changes, alterations or repairs to the Equipment or any Dosing Pump other than routine daily maintenance;

- 12.9 allow Wolf, or its representatives, to inspect the Equipment and any Dosing Pump at all reasonable times and for such purpose to enter upon the site or any premises at which the Equipment and any Dosing Pump may be located, and shall grant reasonable access and facilities for such inspections;
 - 12.10 keep the Equipment and any Dosing Pump free from any liens, claims, charges and encumbrances;
 - 12.11 keep Wolf fully informed of all material matters relating to the Equipment and any Dosing Pump and make the Equipment and any Dosing Pump available for pick-up by Wolf during Normal Working Hours at the end of either the Lease Period (if the Purchase Option is not exercised), or on earlier termination of the Contract, as the case may be.
- 13. Indemnity**
- The Customer agrees to indemnify and hold Wolf and its directors, officers, employees and agents, harmless from and against all liability, claims, and expenses (including legal costs on a full indemnity basis) howsoever arising or incurred, in respect of (a) loss of or damage to property of the Customer or any third party whether owned, or leased, arising from, relating to or in connection with the performance or non-performance of the Contract; or (b) injury to, or death of any third party or person employed or engaged by the Customer or arising from, relating to or in connection with the performance or non-performance of the Contract.
- 14. Termination**
- 14.1 Upon the expiration of the Lease Period, the Contract shall expire unless terminated in accordance with this Clause 14.
 - 14.2 The Customer may terminate the Contract at any time subject to a 30 days' written notice to Wolf. If the Customer elects to do so, the Customer shall be liable to pay hundred (100) percent of the remaining Lease Payments for the Lease Period to Wolf.
 - 14.3 Wolf may terminate this Agreement forthwith by written notice to the Customer if the Customer fails to the Lease Payments due to Wolf within seven (7) days of its due date; or the Customer commits a material or continuing breach of any of the provisions of the Conditions and if the breach is capable of remedy, fails to remedy it within seven (7) days of receiving written notice of the breach; or the Customer has a bankruptcy order made against it or makes an arrangement or composition with its creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed over its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer, or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or the Customer suffers or allows any execution distress or diligence, whether legal or equitable, to be levied on its property or obtained against it, or fails to observe or perform any of its obligations under this Agreement or any other contract between Wolf and the Customer, or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, or a secured lender to the Customer takes any steps to obtain possession of the secured property or otherwise enforce its security, or the Customer ceases or threatens to cease to trade; or Wolf reasonably considers that its rights in the Equipment have been or may be compromised.
 - 14.4 Upon termination of the Contract (howsoever or by whomsoever occurring) the Customer shall make the Equipment and any Dosing Pump available for pick-up by Wolf at its premises during Normal Working Hours and if the Customer so fails to do so, Wolf may enter the premises without prior notice and repossess the Equipment and any Dosing Pump. The Customer shall, in any event, be liable for any and all costs, charges and expenses associated with any delay in returning the Equipment and/or the repossession of the Equipment and any Dosing Pump.
- 15. Miscellaneous**
- 15.1 Except as set out in the Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by Wolf.
 - 15.2 The Customer agrees to lodge a copy of the Contract with documents of title to the premises which contain the Equipment.
 - 15.3 Where two or more persons are named as the Customer, their liability shall be joint and several.
 - 15.4 Wolf has the right (but the Customer may not without the prior written consent of Wolf) to assign, transfer, change or subcontract or deal in any other way with its rights arising under the Contract in whole or part, without the agreement of the Customer.
 - 15.5 Wolf's Data Protection & GDPR Policy (<https://wolflaundry.co.uk/privacy-policy/>) shall apply to the Contract.
 - 15.6 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party as its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to other party in writing in accordance with this Clause, and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier, fax or e-mail.
 - 15.7 A waiver of the right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
 - 15.8 If any court or competent authority finds that any provision of the Conditions (or part of any provision) including any Contract entered hereunder is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed and deleted, and the validity and enforceability of the other provisions shall not be affected.
 - 15.9 A person who is not a party to the Contract shall not have any rights under or in connection with it.
 - 15.10 The Contract and any dispute or claim arising out of it shall be governed and construed in all respects in accordance with English law. The parties irrevocably agree to submit to the exclusive jurisdiction of the English courts.