ZIP WATER UK - STANDARD TERMS & CONDITIONS

1.INTERPRETATION

1.1 In these Conditions, the following **definitions** apply:

Business Day means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Charges means the charges set out in the Order Summary and payable by the Customer for the Goods and/or Services**.**

Commencement Date means the commencement date set out in the Order Summary.

Conditions the terms and conditions set out in this document.

Contract the contract between the Supplier and the Customer for the sale and purchase of the Goods and Services comprising the Order Summary and these Conditions.

Customer the person or firm who purchases the Goods from the Supplier, as identified in the Order.

Data Protection Legislation means the Data Protection Act 2018 and all amendments and replacement legislation along with any other regulation relating to the privacy of personal data (as defined by the Data Protection Act 2018).

Force Majeure Event has the meaning given in Condition 13.

Goods means the goods (or any part of them) set out in the Order Summary.

HydroCare Service Plan means a service plan purchased by the Customer from the Supplier for the maintenance of the Goods.

Order means the Customer's order for the Goods and/or Services based on the Supplier's Quotation or placed online via the Website which describes the Goods and/or Services the Customer offers to purchase from the Supplier.

Money Back Guarantee Period: means the period specified in the Order Summary (if any) during which a commercial Customer can return Goods purchased as permitted under these Conditions .

Order Summary means the document setting out the particulars of the Contract. The Order Summary, together with these Conditions constitutes the Contract between the parties for the supply and purchase of the Goods and/or Services.

Quotation means the written quotation or estimate provided by the Supplier to the Customer before the Order is placed, relating to the Goods and/or Services.

Services means the services to be provided by the Supplier to the Customer as described in the Order Summary.

Specification any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Supplier.

Supplier Zip Heaters (UK) Limited T/A Zip Water registered in England and Wales.

Warranty Period the duration of any warranty in relation to the Goods as notified in writing by the Supplier to the Customer.

Website means the online shop that the Customer can use to place an Order currently located at https://www.zipwater.co.uk/shop.

A reference to a statute or statutory provision is a reference to it as amended or reenacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision. Any words following terms including, include, in particular, for example, shall be construed as illustrative and shall not limit the sense of the word, description, definition, phrase or term preceding those terms. A reference to writing or written includes fax and email.

2. BASIS OF CONTRACT

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Customer to purchase the Goods and Services incorporating all of these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate. The Supplier reserves the right to accept the Customers Order in whole or in part.

2.3 The Order shall only be deemed to be accepted when the Supplier issues a written Order Summary, at which point the Contract shall come into existence. The Supplier shall not be obliged to accept any order placed by the Customer. Once the Supplier has issued the Order Summary the Customer may not alter or modify the Order without the express written consent of the Supplier.

2.4 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 the Supplier which is not set out in the Contract.

2.5 Any samples, drawings, descriptive matter, or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.

2.6 A Quotation for the Goods and Services (or any of them) given by the Supplier is a mere invitation to treat and shall not constitute an offer. Unless previously withdrawn a Quotation shall only be valid for a period of 30 Business Days from its date of issue or such other period as is stated in it and is subject to withdrawal or charge at any time.

3. GOODS

3.1 The Goods are described in the Order Summary as modified by any applicable Specification, such modification being recorded in the Order Summary.

3.2 The Supplier reserves the right to amend the specification of the Goods:

3.2.1 providing such amendment does not materially affect the quality of the Goods; or

3.2.2 if required by any applicable statutory or regulatory requirements.

4. DELIVERY

4.1 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after the Supplier notifies the Customer that the Goods are ready.

4.2 Where the Delivery Location is:

4.2.1 the Supplier's premises, the Customer shall be responsible for collecting the Goods;

4.2.2 a location other than the Supplier's premises, the Customer shall be responsible for unloading the Goods at its own cost.

4.3 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.

4.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence.

4.5 If the Customer fails to accept delivery of the Goods when they arrive at the Delivery Location, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract:

4.5.1 delivery of the Goods shall be deemed to have been completed when the Goods were tendered for delivery at the Delivery Location; and

4.5.2 the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses including insurance and the Supplier shall have no liability to the Customer for damage to the Goods occurring this period of storage.

4.6 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

4.7 Deliveries shall be deemed to be complete and contain all items which the Supplier purports to have delivered unless the Customer notifies the Supplier within 72 hours of receipt of the invoice relating to the delivery that the delivery was short.

5. QUALITY

5.1 The Supplier warrants that on delivery, and for any Warranty Period, the Goods shall:

5.1.1 conform in all material respects with their description and any applicable Specification; and

5.1.2 be free from material defects in design, material and workmanship.

5.2 Subject to Condition 5.3, if:

5.2.1 the Customer gives notice in writing to the Supplier:

5.2.1.1 within 72 hours in the case of damage during transit or a defect discoverable on reasonable inspection of the goods at the time of delivery; or

5.2.1.2 in the case of a defect which only becomes reasonably discoverable after the date of delivery, within 72 hours of the date when the Customer could have discovered the defect on reasonable inspect of the Goods.

5.2.2 the Supplier is given a reasonable opportunity of examining such Goods; and

5.2.3 the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Supplier's cost, the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

5.3 The Supplier shall not be liable for Goods' failure to comply with the warranty set out in Condition 5.1 in any of the following events:

5.3.1 the Customer has not complied with Condition 5.2;

5.3.2 the Customer makes any further use of such Goods after giving notice in accordance with Condition 5.2;

5.3.3 the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;

5.3.4 the defect arises as a result of the Supplier following any drawing, design or Specification supplied by the Customer;

5.3.5 the Customer alters or repairs such Goods without the written consent of the Supplier;

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

5.3.7 the Goods differ from their description or the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

5.4 Except as provided in this Condition 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in Condition 5.1.

5.5 Save that where the Customer is a consumer, all its statutory rights shall be unaffected by this Condition 5.5, terms which would be implied by law are, to the fullest extent permitted by law, excluded from the Contract.

5.6 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

6.CANCELLATION OF ORDER, REFUND AND RETURN OF GOODS

6.1 To exercise the right to cancel (consumers only) or to otherwise return Goods for a refund), the Customer will inform the Supplier of the decision and follow the Returns policy which is accessible here: www.zipwater.co.uk/terms-and-conditions. If cancellation or return is due to faulty Goods, please refer to Condition 5.

6.2 Where the Customer is a consumer, the Customer may cancel an Order for Services, up to 14 days from the date of the Order Summary unless the Customer has requested the Supplier to start providing the Services during the 14-day cancellation period and the Services are fully performed during this period.

6.3 If the Customer requests for the Supplier to start providing Services during the 14-day cancellation period and the Supplier agrees to do so, this will impact the Customer's cancellation rights as follows:

6.3.1 the Customer will lose its right to cancel once the Services are fully performed and will not be entitled to a refund even if the cancellation period has not expired; and

6.3.2 if the Services have not been fully performed, the Customer will be required to pay for the Services provided up to the time that the Customer told the Supplier that it wants to cancel.

6.4 For any Goods purchased with a Money Back Guarantee Period, a Customer may at any point during the Money Back Guarantee Period return the Goods to the Supplier and terminate any HydroCare Service Plan relating solely to the returned Goods by contacting the Supplier via newsales@zipwater.co.uk. Upon receipt of such notice, the following will occur:

6.4.1 for Goods which do not require de-installation, the Customer must return the Goods at the Customer's cost to the address specified by the Supplier;

6.4.2 for Goods requiring de-installation, the Supplier shall contact the Customer to agree a date for the Supplier to de-install the Goods; and

6.4.3 once the Goods are received by the Supplier, the Supplier will inspect the Goods to ensure that the Goods are in good working order and free of defects.

6.5 The Supplier reserves the right to make a deduction from the amount of the refund for loss in value of the Goods returned where the Goods show signs of unreasonable damage or use; for these purposes, unreasonable use includes handling the Goods beyond what is necessary to establish the nature, characteristics and functioning of the Goods.

6.6 If the Supplier considers that the Goods don't comply with the terms of Condition 6.4.3, the Customer will not be entitled to a refund of the Goods. If the Customer wishes to have the Goods returned or re-installed following this decision, such returns or installations shall be at the Supplier's standard charges (as applicable at the time) at the Customer's cost and these Conditions will continue to apply.

6.7 Provided the Goods comply with Condition 6.4.3, the Supplier will refund the Customer the price paid for the Goods and any applicable HydroCare Service Plan relating solely to the returned Goods within 14 days.

7. SUPPLY OF SERVICES AND ASSOCIATED GOODS

7.1 Where the Customer purchases a HydroCare Service Plan in connection with the Goods, the provision of the Services pursuant to such plan will be in accordance with the HydroCare Service Plan terms and conditions.

7.2 Where the Customer requires ad-hoc Services not included in any HydroCare Service Plan, the Supplier shall agree the details of such services and any associated goods in writing, subject to these terms and conditions. Before such Services are performed and any associated goods delivered, the Customer will need to provide pre-payment, or pre-authorisation of payment where the Customer has a credit account to cover the full value of the order via an official purchase order to the Supplier.

7.3 Following agreed ad-hoc services and associated goods being supplied and where a pre-authorisation of payment exists, the Supplier will collect full and final payment, on receipt of a Proof of Service document signed as accepted by the Customer.

7.4 The Supplier shall provide the Services with reasonable skill and care. Any goods associated with the Services will be supplied in accordance with the other terms applicable specifically to supply of goods and set out herein.

7.5 The Customer shall pay the price for the Services agreed in writing by the Supplier. Where no such agreement is reached, the price shall be the Supplier's standard price for such Services at the date the Services are completed.

7.7 Notwithstanding any other provision of these Conditions, the Supplier is under no obligation to provide the Goods and Services in cases where, in the Supplier's opinion**:**

7.7.1 work has been carried out on any of the Goods by unauthorised persons or the Customer itself;

7.7.2 the damage or defect arises from neglect, misuse or vandalism of the Goods or where the Goods are exposed to excessive heat or excessive cold;

7.7.3 defect or failure arises from incorrect installation of the Goods by anyone but the Supplier;

7.7.4 the damage or defect arises due to the condition of the water used in the Goods (for example if there is a contamination in the local supply);

7.7.5 there have been fluctuations in electrical power, water supplies, water purity or ventilation which causes damage to the Goods;

7.7.7 use of the Goods has been under environmental, power or operating conditions beyond the limits or constraints specified by the Supplier or any other use which is not in accordance with the instructions or anticipated purpose of the Goods;

7.7.7 there are scale-related issues with the Goods where no scale management plan is in place;

7.7.8 Force Majeure has occurred; or

7.7.9 damage has been caused to any of the Goods by the Customer or its servants, agents, consultants, or contractors.

7.7 The supplier shall at the request of the customer provide installation of goods;

7.7.1 The customer shall provide written agreement that the Installation Checklist is met, failure to meet the customer obligations from the installation checklist can result in a charge relating to 50% of the installation costs, agreement to these terms can be met by either:

7.7.1.1 Signing the Installation checklist or;

7.7.1.2 Supplying a Purchase Order for the installation;

7.8 Where the Supplier carries out installation services, in the event such installation services cause damage to the Customer's property then the Supplier will, within a reasonable time, make good such damage subject to the following:

7.8.1 the Supplier will only carry such repairs to the extent required to return the property to the same condition it was in prior to performance of the Services which caused the damage; and

7.8.2 where the Customer has provided incorrect information about the property or committed some other act or omission which was the Customer's responsibility and which caused or contributed to the damage, then the Supplier will not be responsible for making good that damage; and

7.8.3 where the damage is caused by goods supplied by the Customer or from a third party at the Customer's request, the Supplier shall not be liable to put right such damage to the extent that the damage was caused by the Customer or third party supplied goods;

7.8.4 this clause sets out the Supplier's entire liability and the Customer's only remedy in respect of such accidental damage by the Supplier; and

7.8.5 nothing in this clause shall limit or exclude any liability which cannot lawfully be limited, any applicable statutory consumer rights are not affected by this clause.

8. TITLE AND RISK

8.1 The risk in the Goods shall pass to the Customer on completion of delivery.

8.2 Notwithstanding delivery and the passing of risk in the goods title and property in the Goods including full legal and beneficial ownership shall not pass to the Customer until the earlier of:

8.2.1 the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has

supplied to the Customer in respect of which payment has become due under this and all other contracts between the Supplier and the Customer, in which case title to the Goods shall pass at the time of payment of all such sums; and
8.2.2 the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in Condition 8.4.

8.3 Until title to the Goods has passed to the Customer, the Customer shall:
8.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
8.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
8.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
8.3.4 notify the Supplier immediately if it becomes subject to any of the events listed in Condition 9.2; and 8.3.5 give the Supplier such information relating to the Goods as the Supplier may require from time to time.

8.4 Subject to Condition 8.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time:
8.4.1 It does so as principal and not as the Supplier's agent; and
8.4.2 title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.

8.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in Condition 9.2, then, without limiting any other right or remedy the Supplier may have:
8.5.1 the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
8.5.2 the Supplier may at any time:
8.5.2.1 require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
8.5.2.2 if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

9. PRICE AND PAYMENT
9.1 Price and payment shall be governed by these Conditions and the Order Summary. In the event of conflict between these Conditions or an Order Summary, the Order Summary shall prevail to the extent of the conflict or inconsistency. The price of the Goods shall be the price set out in the Order Summary, or, if no price is included, the price set out in the Supplier's published price list in force as at the date of delivery.

9.2 The Supplier may, by giving notice to the Customer at any time before delivery, increase the price of the Goods or Services to reflect any increase in the cost of the Goods or Services that is due to:
9.2.1 any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
9.2.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
9.2.3 any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.

9.3 The price of the Goods is exclusive of the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.

9.4 The price of the Goods is exclusive of amounts in respect of value added tax (VAT). The Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods.

9.5 The Supplier may add a small order surcharge to the price of any Order. The amount of this surcharge shall be:
9.5.1 £10 in respect of Orders where the aggregate price of the Goods (excluding packaging costs, delivery costs, VAT and surcharges) is less than £1000; or
9.5.2 £5 in respect of Orders where the aggregate price of the Goods (excluding packaging costs, delivery costs, VAT and surcharges) is less than £100.

9.6 The Supplier may invoice the Customer for the Charges on or at any time after the completion of delivery. The Supplier may invoice the Customer for the Charges for the Services at any time after the Services have been delivered or at such time agreed between the parties.

9.7 The Customer shall pay the invoice in full and in cleared funds within 30 days of the date of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier. Time of payment is of the essence.

9.9 If the Customer fails to make any payment due to the Supplier under the Contract by the due date, then without limiting the Supplier's remedies under condition 9, the Customer shall pay interest on the overdue sum, whether before or after judgment. Interest will accrue each day at 5% a year above the Bank of England's base rate from time to time, but at 5% a year for any period when the base rate is below 0%.

9.9 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

9.10 In the case of late payment of any amounts due and payable by the Customer to the Supplier under these Conditions, the Supplier may, after having notified the Customer in writing suspend its performance of its obligations under the Contract until payment of the outstanding amount is made to the Supplier.

10. TERMINATION AND SUSPENSION
10.1 If the Customer becomes subject to any of the events listed in Condition 10.2, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer.

10.2 For the purposes of Condition 10.1, the relevant events are:
10.2.1 the Customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 11086, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 11086, or (being a partnership) has any partner to whom any of the foregoing apply;
10.2.2 the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Customer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
10.2.3 (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
10.2.4 (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;
10.2.5 (being a company) the holder of a qualifying floating charge over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;
10.2.6 a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;
10.2.7 (being an individual) the Customer is the subject of a bankruptcy petition or order;
10.2.8 a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
10.2.10 any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Condition 10.2.1 to Condition 10.2.6 (inclusive);
10.2.10 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;
10.2.11 the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and
10.2.12 (being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

10.3 Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods and/or Services or terminate the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in Condition 10.2.1 to Condition 10.2.12, or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment, or the Customer fails to observe any of these Conditions and fails to rectify such non-observance to the reasonable satisfaction of the Supplier within 14 days of a notice of breach from the Supplier setting out the exact nature of the breach.

10.4 On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest. Interest shall be payable on all outstanding sums from the due date until the payment of the overdue sum. Interest will accrue each day at the rate of 5% per annum above the Bank of England's base rate from time to time, but at 5% a year for any period when that base rate is below 0%.

10.5 Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination, and the Customer acknowledges and agrees that the Charges are non-refundable notwithstanding early termination by either party under these conditions.

10.6 Conditions which expressly or by implication survive termination of the Contract shall continue in full force and effect.

11. LIMITATION OF LIABILITY
11.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:
11.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
11.1.2 fraud or fraudulent misrepresentation;
11.1.3 breach of the terms implied by sections 9-11 (inclusive) in relation to Goods and sections 49-53 (inclusive) in relation to Services of the Consumer Rights Act 2015;
11.1.4 any matter to the extent which it would be unlawful for the Supplier to exclude or restrict liability.

11.2 Subject to Condition 11.1:
11.2.1 for all commercial sales the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, business interruption or any indirect or consequential loss arising under or in connection with the Contract; and

11.2.2 where the Customer is dealing as a consumer, and if the Supplier fails to comply with these Conditions, the Supplier shall be responsible for loss or damage that the Customer suffers that is a foreseeable result of the breach or failing to use reasonable skill or care but under no circumstances will the Supplier be liable for any loss or damage that is not foreseeable or that is not caused by any breach or negligence the Supplier's part. This means the Supplier will be responsible for any loss or damage if it was an obvious consequence or non-consequence of the non-compliance or if the Supplier knew that such loss or damage may result from the non-compliance at the time of entering the Contract with the Customer; and

11.2.3 the Supplier's total liability to the Customer in aggregate for all claims in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, other act, default, omission, statement or otherwise, shall in no circumstances exceed the total amount paid by the Customer to the Supplier under the Contract.

11.3 Where the Customer is dealing as a consumer, nothing in this Contract shall affect or limit the consumer's statutory rights.

12. BRANDING AND INTELLECTUAL PROPERTY
12.1 The Customer shall not in any way alter, remove or deface any trade marks or markings which appear on or are attached to the Goods.

12.2 The Customer shall not use or allow any third party to use any of the Supplier's branding, trade marks or images save in accordance with the Supplier's express written instructions.

12.3 Any Intellectual Property Rights arising out of or in connection with the Goods and Services (other than in Intellectual Property Rights in any materials provided by the Customer or which belong to a third party) shall be owned by the Supplier.

13. FORCE MAJEURE
13.1 The Supplier shall not be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond the Supplier's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors, or governmental action having a material adverse impact on the performance of the Contract.

14. DISPOSAL OF ELECTRICAL AND ELECTRONIC EQUIPMENT
14.1 The WEEE regulations ensure that the amount of waste on certain electrical and electronic equipment is reduced and collected separately and ultimately disposed of in a sound environmental manner (recycled and recovered). If the customer is a trade customer the collection, recovery/treatment and disposal of non-household Electrical or Electronic Equipment will be the customers responsibility. In the case of household waste, please take the waste to the nearest Designated Collection Facility (DCF) where special facilities exist for correct disposal. The supplier is making financial contribution towards the running of these facilities and the onward recycling of this waste.

15. GENERAL
15.1 Assignment and other dealings.
15.1.1 The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
15.1.2 The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.

15.2 Notices.
15.2.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address (including email address) as specified in the Order Summary or as that party may have specified to the other party in writing in accordance with this Condition, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service or sent by email to the address specified by the parties.
15.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Condition 15.2.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting. If sent by email, the communication shall be deemed to have been received at the time of transmission, or if this time falls outside business hours in the place of receipt, when business hours means 9:00am to 5:00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
15.2.3 The provisions of this Condition shall not apply to the service of any proceedings or other documents in any legal action.

15.3 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Condition shall not affect the validity and enforceability of the rest of the Contract.

15.4 Waiver. A waiver of any right or remedy under the Contract or law 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 prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15.5 Third party rights. A person who is not a party to the Contract shall not have any rights to enforce its terms.

15.6 Partnership. Nothing contained in this Contract shall be deemed to create any partnership, joint venture or agency between the parties, nor shall any similar fiduciary or similar relationship be deemed to exist between the parties.

15.7 Confidential Information. The Conditions of this Contract and any confidential information disclosed by either party to the other (including sales information, forecasts, financial affairs, business relationships and any other information that might reasonably be considered confidential) shall be kept confidential during the term of this Contract and for a period of two (2) years thereafter, save to the extent that such confidential information is (i) required to be disclosed by law, (ii) already in the public domain or (iii) known to or independently developed by or learned by a party other than by means of a breach of confidentiality.

15.8 Compliance. During the term of this Contract, the Customer and the Supplier shall (to the extent that it applies to the Goods and/or Services) comply with all laws, regulations and sanctions relating to (1) anti-bribery and anti-corruption including but not limited to the Bribery Act 2010, as amended form time to time; (2) anti-money

laundering in accordance with the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007, as amended from time to time; and (3) data protection in accordance with the Data Protection Act 2018 as amended and updated from time to time, and all other legislation or regulation in force in the UK from time to time on the protection of personal data and privacy.

15.9 Entire Agreement. These Conditions and the Order Summary constitute the entire agreement of the parties and any previous agreements, understandings and negotiations on the subject matter are cancelled and cease to have any effect.

15.10 Variation. Except as set out in these 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 the Supplier.

15.11 Governing law. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales except that, if the Customer is dealing as a consumer and resident elsewhere, the Customer will retain the benefit of any mandatory protections given to the Customer by the law of that country.

15.12 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claim. If the Customer is dealing as a consumer any dispute or claim will be subject to the non-exclusive jurisdiction of the courts of England and Wales which means that the Customer (as a consumer) can choose whether to bring a claim in the courts of England and Wales or in the courts of another part of the UK or EU Member State in which the Customer is resident and to which the Supplier delivers the Goods and/or provides the Services under this Contract.