

The Customer's attention is drawn in particular to the provisions of clause 13 (Limitation of Liability)

1. **Interpretation**

1.1 Definitions:

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

Conditions: the terms and conditions set out in this document.

Contract: the contract between Wilo UK and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

Customer: the person or firm who purchases the Goods from Wilo UK.

Force Majeure Event: an event or circumstance beyond a party's reasonable control.

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

Order: the Customer's order for the Goods, as set out in the Customer's purchase order form, the Customer's written acceptance of Wilo UK's quotation, or otherwise, as the case may be.

Specification: any specification for the Goods, including any related technical specifications and where the context provides, any specification provided by the Customer.

Wilo UK: Wilo (UK) Ltd (registered in England and Wales with company number 01944189) whose registered office is Second Avenue, Centurm 100, Burton on Trent DE14 2WJ.

VAT: value added tax at the prevailing rate from time to time.

1.2 Interpretation:

- (a) a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

- (b) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

- (c) a reference to **writing** or **written** includes faxes and emails.

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 in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.

2.3 The Order shall only be deemed to be accepted when Wilo issues a written acceptance of the Order, at which point the Contract shall come into existence.

2.4 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

2.5 Any samples, drawings, descriptive matter or advertising produced by Wilo UK and any descriptions or illustrations contained on Wilo UK's website, catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.

2.6 A quotation for the Goods given by Wilo UK shall not constitute an offer.

3. **PRICE**

3.1 All prices, unless otherwise expressly noted in writing are exclusive of VAT. The Customer shall additionally be liable to pay to Wilo UK all VAT at the prevailing rate.

- 3.2 The Customer shall be liable for all further rates of taxation and/or duty applicable to a given purchase will be applied at time for delivery at the current rate.
- 3.3 All prices are inclusive of standard packing and standard delivery within the UK mainland (excluding Highlands and Islands) and Northern Ireland when meeting a minimum order charge of £50 exclusive of VAT.
- 3.4 Wilo may, by giving notice to the Customer at any time before delivery, change the price of the Goods to reflect any increase in the cost of the Goods that is due to:
- (a) any factor beyond the Wilo's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - (b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered; or
 - (c) any delay caused by any instructions of the Customer or failure of the Customer to give Wilo UK adequate or accurate information or instructions.
- 3.5 All quotations, unless otherwise expressly noted in writing are valid for a period of 30 calendar days.
- 4. DELIVERY**
- 4.1 All delivery times quoted are estimates only at the time of quotation and subject to change. Time for delivery shall not be of the essence.
- 4.2 If Wilo UK fail to deliver in a reasonable time frame beyond any quoted delivery time, the Customer may cancel the Contract by providing written notice to cancel a specific Order.
- 4.3 Orders may not be cancelled for a failure to deliver if:
- (a) Wilo UK have despatched the Goods from the factory of manufacture and/or supplier;
 - (b) the Customer previously accepted in writing the longer delivery time.
- 4.4 If Wilo fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.
- 4.5 Wilo shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide Wilo UK with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.6 Wilo UK, unless directed otherwise in writing, reserve the right to deliver the Goods in partial shipments and installments. Each individual shipment will be treated under these Conditions as a separate Contract.
- 4.7 Wilo UK reserve the right to ship all Goods supplied under an agreed Contract within 2 weeks of agreed shipping date by quoted delivery time and/or Contract supply. Should Wilo be required to store material beyond this period, a minimum weekly charge of £75 will be applied for each pallet.
- 4.8 Refusal by the Customer to take delivery within 2 weeks of the agreed shipping date by quoted delivery time and/or contract supply and pay the storage charges then Wilo UK reserves the right to release the Goods to free sale at which point any further supply under the Contract will revert back to original delivery times.
- 4.9 All contracts include for a single delivery charge to a single point of delivery (see 3.3 applies), multiple shipments and/or multiple delivery addresses at the request of the purchaser within a single purchase agreement then Wilo UK Ltd reserve the right to charge additional freight fees.
- 4.10 Wilo UK reserves the right to refuse to make a delivery if Wilo UK, or chosen freight partner deem it:
- (a) to be unsafe;
 - (b) unlawful; or
 - (c) unreasonably difficult to execute the delivery.
- 4.11 Wilo UK's standard delivery terms are strictly free on board (FOB) destination. The destination of the agreed shipment is

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responsible for off-loading and the Customer bears all costs and damages during unloading.

5. Goods

- 5.1 The Goods are described in Wilo's catalogue, brochure, website or other sales material.
- 5.2 Wilo reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements.

6. RISK

- 6.1 The Goods are at the risk of Customer from the time of delivery. Until title passes, the Customer shall ensure that the Goods are adequately insured. If the Goods are damaged or destroyed before payment, the Customer shall hold all monies in the relation to the Goods on trust for Wilo UK.
- 6.2 Delivery shall be deemed to have occurred when the Goods have been signed for at the delivery address and/or collected from a location agreed under the Order. Signature for the receiving of Goods must be undertaken prior to off loading.
- 6.3 Where Goods are shipped, the destination of the agreed shipment is responsible for all off loading and the Customer bears all costs of damages that may occur during unloading.
- 6.4 All Goods must be thoroughly inspected at the time of delivery for damages and reported to Wilo UK in writing within 72 hours of receipt. Where possible any damages found at the time of delivery should be noted on the proof of delivery/bill of lading of the delivering carrier.
- 6.5 All Goods must be thoroughly inspected at the time of delivery for missing items and reported to Wilo UK in writing within 48 hours of receipt. Missing items must at the time of delivery be noted on the proof of delivery/bill of lading of the delivering carrier.
- 6.6 In the case of any written report of damages or missing items, Wilo UK Ltd and/or any appointed party of Wilo UK must be given reasonable chance to inspect the goods.

7. PAYMENT TERMS

- 7.1 All Goods must be paid for in cash or cleared funds prior to shipment, unless the Customer has an approved credit account with Wilo which is up to date, not in excess of any credit limit and in good standing.

7.2 If the Customer has an approved credit account, payment shall be due on the last day of the month following the month of invoice unless otherwise agreed in writing.

7.3 If the Customer fails to make payment in full on the due date, Wilo UK reserves the right to:

- (a) suspend or cancel future planned Orders;
- (b) refuse to accept new Orders; or
- (c) revoke or cancel any discount or rebate terms;

7.4 In addition to the rights set out above in clause 7.3, Wilo UK may apply interest to any overdue amount at the rate of 8% per annum above Barclay's Bank plc base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

7.5 Wilo UK may also claim all reasonable administration costs as well as its legal costs in the recovery of such overdue amounts.

7.6 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). Wilo UK 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 Wilo to the Customer.

7.7 Credit accounts are provided at Wilo UK's complete discretion and Wilo UK may reduce a Customer's credit limit or their payment terms as it sees fit. Wilo UK may do so at any time and without warning.

7.8 While a Customer owes money to Wilo UK, it shall have a lien on any Customer property in its possession.

7.9 The Customer will indemnify Wilo UK in full and hold harmless from any and all expenses and liabilities Wilo UK may incur (directly or indirectly including finance cost and including legal costs on full indemnity basis) following any breach by the Customer of any of its obligations under these Conditions.



8. TITLE

8.1 Title to the Goods shall not pass to the Customer until the earlier of:

- (a) Wilo UK receives payment in full (in cash or cleared funds) for the Goods and any other goods that Wilo UK has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and
- (b) the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 8.3.

8.2 Until title to the Goods has passed to the Customer, the Customer shall:

- (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Wilo's property;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- (d) notify Wilo UK immediately if it becomes subject to any of the events listed in clause 12.4; and
- (e) give Wilo UK such information relating to the Goods as Wilo UK may require from time to time.

8.3 Subject to clause 8.4, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before Wilo UK receives payment for the Goods. However, if the Customer resells the Goods before that time:

- (a) it does so as principal and not as Wilo UK's agent; and
- (b) title to the Goods shall pass from Wilo UK to the Customer immediately before the time at which resale by the Customer occurs.

8.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 12.4, then, without limiting any other right or remedy Wilo UK may have:

- (a) the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
- (b) Wilo UK may at any time:
 - (i) require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and
 - (ii) 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. WARRANTIES

9.1 See corresponding Wilo UK warranty document POL_AD005. Copy available on www.wilo.co.uk/downloads or on request.

10. SPECIFICATION

10.1 Wilo UK will prepare and deliver the Goods in accordance with any specific instructions and to any Specification provided by the Customer.

10.2 It is the Customer's responsibility to:

- (a) Ensure that the Specification and instructions are accurate and most current;
- (b) Ensure that the Goods are prepared in accordance with those specification or instructions and will be fit for purpose for the intended use

10.3 Ensure that Wilo UK's use of any Specification, instruction or design request will not result in infringement of any intellectual property rights of any third party, or breach of any laws and regulations.

10.4 Wilo UK reserve the right to make any changes in the Specification, instruction or design criteria necessary to ensure all good and services conform and meet any applicable safety or other statutory requirements.

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- 10.5 Wilo UK also reserve the right to make without notice, written or verbal to make any minor modifications in its Specifications it thinks are required or desirable.
- 11. RETURN OF GOODS AND RESTOCKING CHARGES**
- 11.1 Wilo UK operate a strict return of goods policy which allow the return of Goods under the following conditions:
- (a) All returns MUST be requested in writing to salesadmin@wilo.co.uk titled "RETURN REQUEST" the written request must include at a minimum: Original purchase order number, quantity for return, article number of the product wishing to be returned, contact and telephone number.
 - (b) Wilo UK will NOT accept the return of any used item regardless of time in operation and/or that has previously been installed with operation. All returns must be new and unused.
 - (c) Wilo UK will only accept a return request from the Customer.
 - (d) All Goods requested for return MUST be with in 3 months of original purchase, noted by original purchase order number. Failure to be able to provide original purchase order number is grounds for refusal of return.
 - (e) All Goods returned must be in unused and resalable condition and in original packaging. Failure to do so WILL result in additional charges beyond any applicable restocking stocking charges.
- 11.2 Restocking charges will apply by product type and/or Pricing Group.
- 11.3 Upon approval for Goods return, Wilo UK will issue a SRO (**Stock Return Order**) number. This will detail the products (by article number), the quantity, the return address and applicable charges accepted under the conditions of return. This SRO number MUST accompany the return on the Goods. Failure to so will result in a delay of any refund or credit. No physical return of Goods should attempted without approval. Goods will be refused and any applicable charges past on.
- 11.4 All issued SRO numbers are valid for 30 calendar days.
- 11.5 All return freight charges are the responsibility of the Customer
- 11.6 Wilo UK reserves the right to refuse all requests for return at their own discretion.
- 11.7 Wilo UK hold themselves exempt from accepting returns for any Goods that may be affected by legislative and/or law changes.
- 11.8 Wilo UK's list of restocking charges is below for Goods which are in full compliance with Wilo UK returns policy.
- (a) PG1 – 20% Restocking fee
 - (b) PG2, PG17– 25% Restocking fee
 - (c) PG3, PG6, PG17 – minimum 30% - maximum 100%. Product dependant
 - (d) PG4, PG8, PG9, PG10, PG11, PG12 – Made to order – None returnable
 - (e) PG5, PG7 – up to 30% Restocking fee
 - (f) Spare Part and Accessories PG1, PG2, PG6, PG8, PG14, PG15, PG17 – 40% Restocking fee
 - (g) Restocking fees for third party items supplied by Wilo UK Ltd (vessels, frequency drives etc.) will be strictly per the restocking policy of the third party supplier +5% handling charge.
 - (h) Repackaging - £50.00 + Applicable Restocking fee
 - (i) Repair - cost via report evaluation + Applicable restocking fee
- 12. CANCELLATION and termination**
- 12.1 If any Order is cancelled for any reason, the Customer shall be liable to pay 100% of the cost for all stock that Wilo UK hold as part of the original Contract/Order. This includes all finished, semi-finished materials. Costs will also be charged for any invested labour and/or freight charges incurred at the point of cancellation.
- 12.2 Wilo UK reserve the right to suspend and/or cancel any Order if:
- (a) the Customer fails to pay any money when due (see payment terms);

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- (b) the Customer becomes insolvent or one of the events listed below in clause 12.4 occurs;
- (c) the Customer fails to honour any obligation under these Conditions.
- 12.3 Any Order cancelled at the point of shipment and/or delivery will be considered as complete and therefore will be subject to fees as laid out in the return of goods terms.
- 12.4 Without limiting its other rights or remedies, Wilo UK may terminate this Contract with immediate effect by giving written notice to the Customer if:
- (a) the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 5 days of that party being notified in writing to do so;
- (b) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- (c) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the Customer's financial position deteriorates to such an extent that in Wilo UK's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 12.5 Without limiting its other rights or remedies, Wilo UK may suspend provision of the Goods under the Contract or any other contract between the Customer and Wilo UK if the Customer becomes subject to any of the events listed in clause 12.4(a) to clause 12.4(d), or Wilo UK 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.
- 12.6 Without limiting its other rights or remedies, Wilo UK may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 12.7 On termination of the Contract for any reason the Customer shall immediately pay to Wilo UK all of Wilo UK's outstanding unpaid invoices and interest.
- 12.8 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.
- 12.9 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.
13. **LIMITATION OF LIABILITY**
- THE CUSTOMER'S ATTENTION IS DRAWN TO THIS CLAUSE**
- 13.1 Nothing in these Conditions shall limit or exclude Wilo UK's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any matter in respect of which it would be unlawful for Wilo UK to exclude or restrict liability.
- 13.2 Subject to clause 13.1:
- (a) Wilo UK shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or

consequential loss arising under or in connection with the Contract; and

- (b) Wilo UK's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the price of the Goods.

14. WAIVER AND VARIATION

14.1 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.

14.2 No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

15. FORCE MAJURE

15.1 Wilo UK shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate this Contract by giving 2 weeks written notice to the affected party.

16. GENERAL

16.1 Assignment and other dealings.

- (a) Wilo UK 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.
- (b) 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 Wilo UK.

16.2 Entire agreement.

- (a) This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

16.3 **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 clause shall not affect the validity and enforceability of the rest of the Contract.

16.4 **Third party rights.** No one other than a party to this Contract shall have any right to enforce any of its terms.

16.5 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

16.6 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.