

CONDITIONS OF SALE

1. INTERPRETATION

- 1.1 All references herein to 'the Company' shall be deemed to mean Grundfos Pumps Limited.
- 1.2 All references herein to 'The Purchaser' shall be deemed to mean anyone whether a person or body corporate who places a purchase order with the Company for a Product.
- 1.3 The titles to the Conditions herein are for information only and shall not affect the construction or interpretation of these Conditions or any part thereof.
- 1.4 Reference herein to 'Products' shall be deemed to include reference to a product or part or parts thereof. 'Products' shall mean all goods or, where the context so admits, all services which the Company supplies to the Purchaser.
- 1.5 All references to 'Agreement' shall be deemed to mean these Conditions of Sale together with any schedules and attachments hereto specified by the Company to form part of the Agreement.
- 1.6 Restocking fees are a percentage of the original purchase price of the Product.

2. GENERAL

- 2.1 All Products are sold subject to the terms and conditions contained in the Agreement. The Purchaser acknowledges that it has not relied on any representation not repeated in this Agreement.
- 2.2 No addition or variation may be made to the Agreement without the express written agreement of an authorised officer of the Company.
- 2.3 In the event of any conflict or inconsistency between these Conditions and the terms or conditions of any order or acceptance, these Conditions shall prevail.
- 2.4 The giving of any delivery instructions, the acceptance of, or payment for, any Products or any conduct in confirmation by the Purchaser of the transaction hereby contemplated shall constitute unqualified acceptance by the Purchaser of these Conditions.
- 2.5 Any special terms granted in respect of any one order are not applicable to any subsequent order without the express consent in writing of an authorised officer of the Company.
- 2.6 Neither party shall be liable to the other party for any delay or failure to meet its obligations (other than a payment obligation) under the Agreement due to any cause beyond its reasonable control. Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond a party's reasonable control:
- 2.6.1 Act of God, explosion, flood, fire or accident;
- 2.6.2 War or threat of war, sabotage, civil disturbance or requisition,
- 2.6.3 Acts, restrictions, regulations, bye-laws, prohibitions, or measures of any kind on the part of any government, parliamentary or local authority;
- 2.6.4 Import or export regulations or embargoes;
- 2.6.5 Strikes, lock outs or other industrial actions or trade disputes;
- 2.6.6 Difficulties in obtaining raw materials, labour, fuel, parts or machinery; and
- 2.6.7 Power failure or breakdown in machinery.

3. ILLUSTRATIONS

- 3.1 All illustrations or descriptive material of any sort including drawings, specifications of weight, capacity, dimensions, output and consumption are for information only and shall not form part of the Agreement. They are approximate only and no warranty or guarantee is given for their accuracy.

4. ORDERS AND SPECIFICATIONS

- 4.1 No purchase order submitted by the Purchaser will be deemed to be accepted by the Company unless and until confirmed in writing by the Company's authorised representatives.
- 4.2 The Purchaser will be responsible to the Company for ensuring the accuracy of the terms of any purchase order (including any applicable specifications) submitted by the Purchaser and for giving the Company any necessary information relating to the Purchaser within a sufficient time to enable the Company to perform its obligations in accordance with the Agreement.
- 4.3 The Purchaser will be responsible to ensure that the Products, are suitable for their particular purpose and the Company will have no liability to the Purchaser if the Products are not suitable for their particular purpose for any reason.
- 4.4 The Company reserves the right at anytime to make such changes to the design, construction, or composition of the Products or the materials or equipment used in the Products, as it shall think fit without notifying the Purchaser.

5. CANCELLATION BY PURCHASER

- 5.1 No purchase order which has been accepted by the Company may be cancelled by the Purchaser except with the agreement in writing of the Company and on terms that the Purchaser will indemnify the Company in full against all loss (including loss of profit) costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation.

6. SAMPLES

- 6.1 Samples of Products are available for inspection at the Company's offices. The samples are ex-stock at the time of viewing and are without guarantee as to colour or dimensions at the time of delivery. The viewing of a sample does not create a sale by sample.

7. PRICE AND PAYMENT

- 7.1 The price of the Products will be the Company's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Company's published price list current at the date of acceptance of the purchase order. Unless otherwise stated all prices quoted are valid for 30 days only or until earlier acceptance by the Purchaser after which time they may be altered by the Company without giving prior notice to the Purchaser.
- 7.2 Unless a fixed price has been agreed in writing between the Company and the Purchaser, the Company reserves the right by giving notice to the Purchaser at any time before delivery to increase the price of the Products to reflect any increase in the cost to the Company which is due to any factors beyond the control of the Company (such as, without limitation, any foreign exchange fluctuation, currency regulations, alteration of duties, significant increase in the cost of labour, materials or other costs of manufacture) any change in delivery dates, quantities or specifications for the Products which is requested by the Purchaser or any delay caused by any instructions of the Purchaser or failure of the Purchaser to give the Company adequate information or instructions.
- 7.3 Except as otherwise stated under the terms of any quotation or in any price list of the Company, and unless otherwise agreed in writing between the Purchaser and the Company, all prices are given by the Company on delivered at place (DAP) basis.
- 7.4 The price is exclusive of any applicable value added tax which the Purchaser will be additionally liable to pay to the Company, at the rate prevailing at the date of invoicing.
- 7.5 Subject to any special terms agreed in writing between the Purchaser and the Company, the Company will be entitled to invoice the Purchaser for the price of the Products on or at any time after delivery of the Products unless the Products are to be collected by the Purchaser or the Purchaser wrongfully fails to take delivery of the Products in which event the Company will be entitled to invoice the Purchaser for the price at any time after the Company has notified the Purchaser that the Products are ready for collection or (as the case may be) the Company has tendered delivery of the Products.

- 7.6 Unless otherwise agreed, the Purchaser will pay the price of the Products (less any discount to which the Purchaser is entitled but without any other deduction) to be received by the Company not later than the last working day of the calendar month next following the date of the Company's invoice and the Company shall be entitled to recover the price notwithstanding that delivery may not have taken place and no property in the Products has not passed to the Purchaser. The time of payment of the price shall be of the essence of the Agreement.
- 7.7 If the Purchaser fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:
- 7.7.1 cancel the Agreement or suspend any further deliveries to the Purchaser;
- 7.7.2 appropriate any payment made by the Purchaser to such of the Products (or the goods supplied under any other contract between the Purchaser and the Company) as the Company may think fit (notwithstanding any purported appropriation by the Purchaser); and
- 7.7.3 charge the Purchaser interest (both before and after any judgment) on the amount unpaid at the rate of four percent per annum above Barclays Bank Plc base rate from time to time until payment in full is made.
- 7.8 The Company shall have a lien on all the Purchasers property in the Company's possession for all sums due at any time from the Purchaser to the Company subject to the Company giving to the Purchaser one month's notice in writing. The Company shall be entitled to use, sell and dispose of such property as agent for and at the expense of the Purchaser and apply the proceeds in and towards the payment of monies due and outstanding from the Purchaser to the Company. Thereafter the Company shall be discharged of any liability in respect of the Purchaser's property.
8. DELIVERY
- 8.1 Delivery of the Products will be made by the Company delivering the Products to the named place of destination.
- 8.2 Any dates quoted for delivery of the Products are approximate only and the Company will not be liable for any additional costs to the Purchaser arising out of any delay in delivery of the Products however caused. Time for delivery shall not be of the essence of the Agreement unless previously agreed by the Company in writing. The Products may be delivered by the Company in advance of the quoted delivery date upon giving reasonable notice to the Purchaser.
- 8.3 If the Purchaser fails to take delivery of the Products or fails to give the Company adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Purchaser's reasonable control or by reason of the Company's fault) then, without prejudice to any other right or remedy available to the Company, the Company may:
- 8.3.1 store the Products until actual delivery and charge the Purchaser for the reasonable costs (including insurance) of storage. There will be a 2% storage charge of the item value, payable per month, commencing one month after the goods have become available for delivery from Grundfos; and
- 8.3.2 sell the Products at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Purchaser for the excess over the price under the Agreement or charge the Purchaser for any shortfall below the price under the Agreement.
- 8.4 If the Products have not been received by the Purchaser within 7 days of notification of dispatch by the Company, or if they have been received but are in a damaged condition or if the quantity received differs from the quantity advised by the Company as dispatched, the Purchaser shall immediately give notice in writing to the Company of the relevant facts. If such notice is not received within 10 days from notification of dispatch by the Company the Company will not be liable to the Purchaser in respect of any loss or damage suffered and the Purchaser shall accept liability as if all the Products had been received and shall not claim against the Company in respect of non or short delivery or damage in transit.
- 8.5 Where Products are offered for delivery to site the obligation of the Company is to deliver only as near to the site as a safe hard road permits. The Purchaser is to provide to the Company, free of charge, reasonable assistance in unloading.
- 8.6 If a proof of delivery is required a £10.00 net handling fee will apply.
- 8.7 A £20.00 net handling fee will be applied, per order, to all orders for spares, pump components, spares kits, and ancillary items such as flanges, unions etc
9. TRANSFER OF PROPERTY
- 9.1 All Products shall remain the property of the Company as legal and equitable owner and no property or title to the Products shall pass to the Purchaser until the full price has been paid to the Company together with the full price of any goods the subject of any other contract with the Company. Until payment in full, the Purchaser shall hold the Products as the Company's fiduciary agent and bailee and shall store the Products in such a way as to enable them to be identified as the property of the Company and shall not encumber the Products in any way. Failure to pay the price for the Products and that of such other goods referred to above when due shall, without prejudice to any other remedies the Company may have, entitle the Company to repossess the Products or so much thereof as the Company may determine from any promises where they may be. For the purpose of repossessing the Products or any part thereof the Purchaser hereby grants an irrevocable Licence to the Company, its employees or agents to enter upon such premises and the Purchaser shall pay to the Company the cost of removal and transfer of the Products or any part thereof.
- 9.2 The Purchaser may incorporate the Products in or with any other goods provided that any new goods manufactured or containing the Products shall become the sole and exclusive property of the Company and shall be separately stored and marked so as to be identifiable as being manufactured or as containing the Products which are the property of the Company.
- 9.3 The Purchaser may in the ordinary course of its business sell and deliver the Products or any goods produced with the Products in which the property remains with the Company to any third party as the Company's agent (but as principal vis-a-vis any third party), in a fiduciary capacity and for the account of the Company provided that the entire proceeds of sale are held in trust for the Company, are not mingled with any other monies and are at all times identifiable as the Company's monies the Purchaser shall upon request assign to the Company the legal title of any right against any third party arising out of such sale the beneficial interest of which is the Company's. The Purchaser shall be entitled to receive from the Company by way of commission the

- excess of the proceeds of sale over the amounts due to the Company from the Purchaser.
- 9.4 If following the sale to a sub-purchaser of any Product or any goods produced with any Product in which properly remains with the Company in accordance with Clause 9.3 hereof the Purchaser shall have a receiver or administrative receiver appointed and at the date thereof the Purchaser shall not have received the proceeds of sale of such Product or goods, the Purchaser or the receiver or administrative receiver as agent for the Purchaser, shall assign to the Company within 7 days all rights against the person or persons to whom the Product or goods have been sold.
- 9.5 The Purchaser shall not take any steps to apply for the appointment of an administrator without giving fourteen days written notice to the Company. From the date of the said notice, the Purchaser shall not be entitled to remain in possession of any of the Products.
- 9.6 Notwithstanding anything else contained in these Conditions risk in the Products shall pass to the Purchaser on delivery of the Products to the Purchaser's (or Purchaser's agent's) vehicles or premises or otherwise in accordance with his purchase order.
- 10. WARRANTIES AND LIABILITY**
- 10.1 Subject to clause 10.2 the Company warrants that the Products will be free from defects in materials and workmanship throughout the Warranty Period.
- 10.2 The above warranty is given by the Company subject to the following conditions:
- 10.2.1 the Company will be under no liability in respect of any defect in the Products arising from any drawing, design or specification supplied by the Purchaser,
- 10.2.2 the Company will be under no liability in respect of any defect in the Products arising from:- (a) fair wear and tear; (b) accidental or willful damage or misuse; (c) incorrect installation; (d) failure to follow the Company's instructions (whether oral or in writing); (e) the use with the Products of water containing sand, salt or harmful chemicals; (f) inadequate motor projection; (g) the use of faulty ancillary equipment in conjunction with the Product; (h) lightning or other circumstances beyond the Company's control; and
- 10.2.3 under no circumstances should the Product be dismantled prior to return to the Company and any failure by the Purchaser to comply with this provision will render the warranty in clause 10.1 void.
- 10.2.4 As of 1st January 2010 all products are subject to a 24 month warranty period from the date of installation or 30 months from the date of manufacture unless otherwise stated.
- 10.2.5 Warranty repairs will only be carried out between the hours of 9am to 4pm Monday to Friday on dates agreed with the Purchaser.
- 10.2.6 It is the Purchaser's responsibility to ensure that there is available suitable lifting equipment and other reasonable facilities as required by the Company for maintenance and repairs to the equipment, otherwise the Purchaser will be liable for any additional costs incurred.
- 10.3 The Purchaser will notify the Company as soon as reasonably practicable and in any event within 14 days after becoming aware of any defect in the Products and will provide authority for the Company's employees or agents to inspect the Products.
- 10.4 Where any valid claim is made by the Purchaser that the Products are defective then the Company will at its discretion and at its cost either repair or replace the Products (or the part in question), free of charge on an exchange basis. The Purchaser will if required by the Company but at the cost of the Purchaser remove the Product and return it to the Company for repair or replacement. The Purchaser will be responsible for the costs of returning the repaired or replacement Product to the Purchaser and the costs of refitting the Product.
- 10.5 Subject to clause 10.11 the Company will have no other or further liability to the Purchaser and whether for breach of the Agreement, negligence or otherwise in respect of any direct loss or damage suffered by the Purchaser arising from or in connection with any defect in the Product.
- 10.6 Subject to clause 10.11 the Company will have no other or further liability to the Purchaser and whether for breach of the Agreement, negligence or otherwise in respect of any consequential loss or damage suffered by the Purchaser arising from or in connection with any defect in the Product.
- 10.7 The Company's liability for any direct loss or damage sustained by the Purchaser as a result of any error in any weight, dimension, capacity performance or other description or information which has formed a representation or is part of the Agreement will not exceed the price of the Products in respect of which the description or information is incorrect.
- 10.8 Except for the terms implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of The Supply of Goods and Services Act 1982, all conditions warranties and other terms express or implied, statutory or otherwise are expressly excluded except insofar as they are contained in these Conditions or otherwise expressly agreed by the Company in writing. If any legislation makes it unlawful to exclude or purport to exclude any term from the Agreement. This clause will not apply to such term.
- 10.9 Subject to clause 10.11 the Company will not be liable to the Purchaser in respect of any direct loss or damage suffered by the Purchaser arising from the negligence of the Company or the negligence or willful default of the Company's employees or agents in connection with the supply of the Products or the design or manufacture hereof.
- 10.10 Subject to clause 10.11 the Company will not be liable to the Purchaser in respect of any consequential loss or damage suffered by the Purchaser arising from the negligence of the Company or the negligence or willful default of the Company's employees or agents in connection with the supply of the Products or the design or manufacture hereof.
- 10.11 The terms of clause 10.5, 10.6, 10.9 and 10.10 will not exclude any liability of the Company:
- 10.11.1 for death or personal injury resulting from the negligence of the Company or the negligence or willful default of the Company's employees or agents; or
- 10.11.2 for damage to property resulting from no negligence of the Company or the negligence or willful default of the Companies employees or agents except that such liability will be limited to £900,000 per occurrence.
- 10.12 Except in respect of liability for death or personal injury resulting from negligence, the Company will not be liable to the Purchaser under any circumstances (and whether arising from breach of the Agreement or the negligence of the Company or its employees or agents or otherwise) for any indirect special or consequential loss or damage including without limitation loss of Production, loss of profits, loss of contracts or goodwill suffered by the Purchaser which arise out of or in connection with the supply of the Products or their use or resale by the Purchaser even if such loss was reasonably foreseeable or the Company had been advised of the possibility of the Purchaser incurring the same.
- 10.13 The Company will not be liable to the Purchaser in respect of any claims pursuant to the Consumer Protection Act 1987 which may be brought against the Purchaser by third parties in respect of or defects in the Products and the Purchaser will fully indemnify the Company against all damages, penalties, costs and expenses incurred by the Company arising from any such claims which may be brought against the Company by third parties except in either case insofar as the defects in the Products have arisen as a result of the negligence of the Company or the negligence or willful default of the Company's employees or agents.
- 11. RETURN OF PRODUCTS**
- 11.1 Products may not be returned to the Company except by prior written permission of an authorised officer of the Company and such return shall be at the risk of the Purchaser and subject to payment by the Purchaser of handling and restocking fees, transport and all other costs incurred by the Company. All items requested to be returned to Grundfos will be subject to a minimum 35% restocking fee (subject to inspection). Goods must be returned in their original packaging and within 6 months of date of dispatch. All returns will be subject to inspection, to ascertain age, condition and product type and can incur an increased restocking fee. Contact grundfos-uk@sales.grundfos.com with the original purchase order number, to arrange collection. Should products be returned to the Company without prior consent they will be refused delivery. Items with a net value of £125.00 (per item) or less cannot be returned for credit. Pump Repair Kits, Power Cable, Engineered to Order, 3rd party sourced and Obsolete product cannot be returned for credit.
- 11.2 Sololifts are excluded from product returns. In the event of a warranty liability the Purchaser should contact the service organisation.
- 11.3 If any Product has been in contact with hazardous liquids then the Company requires the Purchaser to complete a COSHH certification prior to return of the goods.
- 11.4 For avoidance of doubt under no circumstances will bespoke products be accepted for returns
- 12. INSOLVENCY OF THE PURCHASER**
- 12.1 This clause applies if:
- 12.1.1 the Purchaser is in breach of any of its obligations under the Agreement and fails to remedy the breach within 7 days of receipt of notice from the Company specifying the breach and requiring its remedy; or
- 12.1.2 the Purchaser makes any voluntary arrangement with its creditors or (being an individual or firm) petitions for bankruptcy or becomes bankrupt or (being a company) passes a resolution or proposal to go into administration or liquidation or becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
- 12.1.3 an encumbrancer takes possession or a receiver is appointed of any of the property or assets of the Purchaser; or
- 12.1.4 the Purchaser ceases or threatens to cease to carry on business; or
- 12.1.5 the Company reasonably apprehends any of the events mentioned above is about to occur in relation to the Purchaser and notifies the Purchaser accordingly.
- 12.2 If this clause applies then, without prejudice to any other right or remedy available to the Company, the Company will be entitled to cancel the Agreement or suspend any further deliveries under the Agreement without any liability to the Purchaser and if the Products have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
- 13. SERVICE**
- 13.1 If the Agreement includes an obligation for the Company to undertake servicing of the Products/provide services/carry out repairs to the Purchaser's goods the Purchaser shall pay the price stipulated in the Agreement for such service upon collection or the purchaser's goods or 28 days following the date of issue of notification by the Company to the Purchaser that the service has been completed whichever shall be the earlier.
- 13.2 If payment of the price referred to in clause 13.1 above is not made on or before the due date the Company shall be entitled to charge interest in accordance with the provisions of clause 7.7.3 above.
- 14. MINIMUM ORDER VALUE**
- 14.1 Our minimum order value is £55.00 NET. Orders between the minimum order value and the low order threshold of £335.00 NET for pumps or £130.00 NET for Category 4 items will be subject to a £37 net handling fee.
- 15. JURISDICTION**
- 15.1 The Agreement is subject solely to English law and any dispute arising here from shall be settled in accordance therewith.