

The following terms and conditions ("the Conditions") are the terms on which The Pure H2O Company ("the Company") sells products and supersedes all other terms and conditions relating to the subject matter of these Conditions.

TERMS & CONDITIONS

1.0 Definitions

- 1.1 Parties:-
 - 1.1.1 The Pure H2O Company Limited of Unit 21 Boundary Business Centre, Boundary Way, Woking, Surrey, GU21 5DH ("the Company");
 - 1.1.2 The person named overleaf in the Schedule as the customer ("the Customer")
- 1.2 Interpretation and Application of Terms:-
 - 1.2.1 "the Goods" means any goods to be supplied to the Customer by the Company (including any part or parts of them) in accordance with these terms and conditions;
 - 1.2.2 "the Contract" means the contract for the sale and purchase of the letting and hire of the Goods;
 - 1.2.3 "the Finance Agreement" means the finance agreement in such form as is [reasonably] required by the Company and made between the Customer and a reputable finance company for the purchase of the Goods.
 - 1.2.4 "the Rental Agreement" means the rental agreement in such form as is required by the Company and made between the Customer and the Company for the hire of the Goods.
 - 1.2.5 "the Terms" means the standard terms and conditions set out in this document;
 - 1.2.6 Words in the singular include the plural and in the plural include the singular;
 - 1.2.7 A reference to one gender includes a reference to the other gender;
 - 1.2.8 Condition headings do not affect the interpretation of these conditions.
 - 1.2.9 The Company shall sell or let and the Customer shall purchase or hire the Goods in accordance with the Company's quotation (if accepted by the Customer) or the Customer's order (if accepted by the Company) subject in either case to these Terms, which shall govern the Contract to the exclusion of any other terms subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Customer. No variation to these Terms shall be binding unless agreed in writing between the authorised representatives of the Customer and the Company. No terms and conditions endorsed by the Customer on any quotation or contained in the Customer's order, confirmation of order or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.
 - 1.2.10 The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which are not confirmed, but nothing in these Terms affects the liability of either party for fraudulent misrepresentation.
 - 1.2.11 Each order or acceptance of a quotation for Goods by the Customer from the Company shall be deemed to be an offer by the Customer to purchase or hire Goods subject to these Terms. No order placed by the Customer shall be deemed to be accepted by the Company until a written acknowledgement of the order is issued by the Company or (if earlier) the Company delivers the Goods to the Customer.
 - 1.2.12 Any quotation is given on the basis that no Contract shall come into existence until the Company dispatches an acknowledgement of order to the Customer.
Any quotation is valid for a period of 30 days only from its date, provided that the Company has not previously with drawn it.

2.0 Price and Payment

- 2.1 The price for the Goods shall be the Company's quoted price exclusive of any applicable value added tax or any analogous sales tax and all costs or charges in relation to carriage, freight, postage, and insurance all of which amounts the Customer shall pay in addition when it is due to pay for the Goods.
- 2.2 Subject to clause 2.7, payment of the price for the Goods and any additional costs or charges shall be made by the Customer in any of the following ways:-
 - 2.2.1 Cash Sales: By payment to the Company in full in cash or cleared funds on or before the time of delivery.
 - 2.2.2 Rentals: By the Customer entering into the Rental Agreement and complying with the terms thereof on or before the time for delivery and throughout the duration of the Rental Agreement.
 - 2.2.3 Finance Sales: By the Customer entering into the Finance Agreement in readiness to enable payment to be made in full from the finance provider within 7 days of delivery.
- 2.3 Time for payment shall be of the essence.
- 2.4 No payment shall be deemed to have been received until the Company has received cleared funds.
- 2.5 If the Customer fails to make any payment on the due date then, without limiting any other right or remedy available to the Company, the Company may:-
 - 2.5.1 cancel the contract or suspend any further deliveries to the Customer;
 - 2.5.2 appropriate any payment made by the Customer to such of the Goods (or the goods supplied under any other contract between the Customer and the Company) as the Company may think fit (notwithstanding any purported appropriation by the Customer); and
 - 2.5.3 charge interest to the Customer on such sum from the due date for payment at the annual rate of 3% above the base rate published by Barclays Bank plc from time to time, accruing on a daily basis until payment is made, whether before or after any judgment.
- 2.6 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.
- 2.7 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision. If the Customer in breach of contract cancels the Contract then unless we are in breach of contract we have the right to retain all or part of the deposit as a contribution towards any losses or costs we suffer as a result of the Customer's breach of contract. Any exercise of the Company's rights under this clause shall be without prejudice to any other rights or remedies available to the Company under this Contract or otherwise.

3.0 Goods

- 3.1 The quantity and description of the Goods and any specification for them shall be as set out in the Company's quotation (if accepted by the Customer) or the Customer's order (if accepted by the Company) and confirmed in the Company's acknowledgement.
- 3.2 The Company reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or E.U. requirements or, where the Goods are to be supplied to the Company's specification, which do not materially affect their quality or performance.

4.0 Delivery

- 4.1 The Company shall deliver the Goods to the Customer at the address of the Customer on the acknowledgement of the order. Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.
 - 4.2 If for any reason the Customer fails to accept delivery of any of the Goods when they are ready for delivery or the Company is unable to deliver the Goods because the Customer has not provided adequate delivery instructions, documents, licenses or authorisations, the Goods shall be deemed to have been delivered and risk in the Goods shall pass to the Customer (including for loss or damage caused by the Company's negligence).
 - 4.3 Subject to clause 4.2 all risk in the Goods shall pass to the Customer upon delivery.
 - 4.4 If the Company is unable to deliver the Goods for reasons outside of its control, or the Customer fails to take delivery of the Goods or fails to give the Company appropriate delivery instructions, documents, licenses or authorisations then without limiting any other right or remedy available to the Company, the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include without limitation loss of profits, pure economic loss, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence), nor shall any delay entitle the Customer to terminate or rescind the Contract unless such delay exceeds 180 days.
- ## 5.0 Title to goods
- 5.1 The Company warrants that it has good title to the Goods.
 - 5.2 Notwithstanding delivery, title in the Goods shall not pass to the Customer until the Company has been paid in full (in cash or cleared funds) all sums due to in respect of the Goods and all other sums which are or which become due to the Company from the Customer on any account.
 - 5.3 Until ownership of the Goods has passed to the Customer the Customer shall:-
 - 5.3.1 hold the Goods on a fiduciary basis as the Company's bailee;
 - 5.3.2 store the Goods (at no cost to the Company) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Company's property;
 - 5.3.3 not destroy or deface or obscure any identifying mark or packaging on or relating to the Goods; and
 - 5.3.4 maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Customer shall produce the policy of insurance to the Company.
 - 5.4 If the Customer has expressly requested that he wishes to resell the Goods before ownership passes then, the Customer may resell the Goods before ownership has passed to it solely on the following conditions:-
 - 5.4.1 any sale shall be effected in the ordinary course of the Customer's business at full market value and the Customer shall hold such part of the proceeds of sale as represent the amount owed by the Customer to the Company on behalf of the Company and the Customer shall account to the Company accordingly, and
 - 5.4.2 any such sale shall be a sale of the Company's property on the Customer's behalf and the Customer shall deal as principal when making such sale.
 - 5.5 The Customer's right to possession of the Goods shall terminate immediately if:-
 - 5.5.1 The Customer has a bankruptcy order made against him or makes an arrangement or composition with his 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) covenants 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, amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of 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 a 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 Buyer; or
 - 5.5.2 The Customer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Customer or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade; or
 - 5.5.3 The Customer encumbers or in any way charges the Goods.
 - 5.6 The Customer grants the Company, its agents and employees and irrevocable license at any time to enter any premises where the Goods are or may be stored in order to inspect them, or where the Customer's right to possession has terminated, to recover them.
 - 5.7 Where the Company is unable to determine whether any Goods are the goods in respect of which the Customer's right to possession has terminated, the Customer shall be deemed to have sold all goods of the kind sold by the Company to the Customer in the order in which they were invoiced to the Customer.
 - 5.8 On termination of the Contract, howsoever caused, the Company's (but not the Customer's) rights contained in this condition 5 shall remain in effect.
 - 5.9 Unless the Customer has resold the Goods pursuant to clause 5.4 then until such time as the property in the Goods passes to the Customer, the Company may at any time require the Customer to deliver up the Goods to the Company and, if the Customer fails to do so forthwith, the Company, its agents and employers may enter on any premises of the Customer or any third party where the Goods are stored and repossess the Goods.
 - 5.10 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Company, but if the Company does so all moneys owing by the Customer to the Company shall (without limiting any other right or remedy of the Company) forthwith become due and payable.
 - 5.11 The title to Goods that are rented shall remain with the Company at all times.

6.0 Warranty

- 6.1 *Subject to the following provisions, the Company warrants that upon delivery and for a period of 12 months from the date of delivery, the Goods shall correspond with their specification and be of satisfactory quality and fit for any purpose made known to the Company in writing at

the time of placing the order within the meaning of the Sale of Goods Act 1979 (as amended) and will comply with all statutory and EU requirements and regulations relating to the sale of the Goods. *

- 6.2 Where the Goods have been manufactured by the Company and are found to be defective in the quality or condition or their failure to correspond with the specification, the Company shall repair or in its sole discretion, replace the Goods free of charge or refund to the Customer the price for the Goods upon the following conditions:
 - 6.2.1 The Customer gives written notice of the defect to the Company, and, if the defect is as a result of damage in transit to the carrier, within 5 days of when the Customer discovers or ought to have discovered the defect and the Customer does not make further use of such Goods after giving such notice and the Company is given a reasonable opportunity after receiving notice of examining such Goods and the Customer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Customer's cost for the examination to take place there;
 - 6.2.2 Such notice being served within 90 days of delivery;
 - 6.2.3 The defect being due to the Company's faulty design, workmanship or materials; and (a) The defect not having arisen from the Customer's failure to comply with the Company's oral or written instructions as to storage, installation, commissioning, use or maintenance of Goods or in accordance with good trade practice;
 - (b) The defect not having arisen as a result of the Customer altering or repairing the Goods without the written consent of the Company.
 - (c) The defect not having arisen as a result of any drawing or design or specification supplied by the Customer.
 - 6.3 Any Goods to be replaced under Clause 6.2 shall belong to the Company and be delivered to the Company at the Customer's expense.
 - 6.4 Where the Goods have been manufactured and supplied to the Customer by a third party the Company shall where possible pass on to the Customer the benefit of any warranty in respect of the Goods granted to the Company by such third party.
 - 6.5 The obligation of the Company under clause 6.2 shall not extend to parts, materials or equipment not manufactured by the Company, in respect of which the Customer will only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Company as set out in clause 6.4.
- ## 7.0 Limitation of liability
- 7.1 Subject to the Company's liability under Clause 5 and 6 and subject to Clause 8 the following provisions set out the entire financial liability of the Company (including any liability for acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:-
 - 7.1.1 any breach of these Terms;
 - 7.1.2 any use made or resale by the Customer of any of the Goods, or of any product incorporating any of the Goods; and
 - 7.1.3 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
 - 7.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by law.
 - 7.3 Nothing in these Terms excludes or limits the liability of the Company:-
 - 7.3.1 for death or personal injury caused by the Company's negligence; or
 - 7.3.2 under section 2(3) of the Consumer Protection Act 1987; or
 - 7.3.3 for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
 - 7.3.4 for fraud or fraudulent misrepresentation.
 - 7.4 Subject to clause 7.2 and 7.3:-
 - 7.4.1 the Company shall not be liable to the Customer for any direct, indirect or consequential loss (including loss of profit, pure economic losses, loss of business, depletion of goodwill or otherwise), costs, damages charges or expenses which arise out of or in connection with the Contract; and
 - 7.4.2 the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price.

8.0 General

- 8.1 The Company may assign the Contract or any part of it to any person, firm or Company. The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the company.
- 8.2 The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including without limitation acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, strikes or other labour disputes or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate suitable materials, provided that, if the event in question continues for a continuous period in excess of 180 days, the Customer shall be entitled to give notice in writing to the Company to terminate the Contract.
- 8.3 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void or voidable, unenforceable or unreasonable it shall to the extent of such invalidity, illegality, voidness or voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provisions shall continue in full force and effect.
- 8.4 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract. Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 8.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 8.6 A notice required or permitted to be given by either party to the other under these Terms shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

9.0 Governing law and jurisdiction

- 9.1 This Agreement shall be governed by and construed in accordance with the laws of England and the parties hereto submit to the non-exclusive jurisdiction of the English Courts.