

## CONDITIONS OF SALE AND SERVICE

The Customer's attention is particularly drawn to the provisions of condition 13 (Warranty and Limitation of Liability)

### 1. INTERPRETATION

1.1 The definitions and rules of interpretation in this condition apply in these Conditions.

**Agreement:** the contract between Grundfos and the Customer for the supply of Equipment and/or Services in accordance with the Order and these Conditions  
**Business Day:** a day other than a Saturday, Sunday or bank or public holiday in England when banks in London are open for non-automated business.

**CDM Regulations:** the Construction (Design and Management) Regulations 2015  
**Conditions:** these terms and conditions as amended from time to time in accordance with condition 19.

**Customer:** the person, firm or company who purchases Equipment and/or Services from Grundfos.

**Data Protection Legislation:** all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation, as well as (ii) the General Data Protection Regulation (EU) 2016/679 and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK).

**Delivery Location:** the location set out in the Order for delivery of the Equipment and/or Services or such other location as the parties may agree.

**Equipment:** all equipment, materials, goods and/or products, or any part or parts thereof, supplied by Grundfos to the Customer under this Agreement or used by Grundfos or its subcontractors in the supply of the Services.

**Equipment Specification:** any specification for the Equipment, including any relevant plans or drawings, that is agreed in writing by the Customer and Grundfos.

**Event of Default:** any occurrence of the events set out in condition 17.1 or 17.2.

**Force Majeure Event:** acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving any supplier, contractor or agent of Grundfos or any other party beyond its reasonable control), failure of a utility service or transport network, act of God, war or threat of war, sabotage, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, import or export embargoes, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors, difficulties in obtaining raw materials, labour, fuel, parts or machinery.

**Grundfos:** Grundfos Pumps Limited (Company No: 00805960) whose registered office is at Grovebury Road, Leighton Buzzard, Bedfordshire LU7 4TL.

**Health and Safety File:** the health and safety file required by the CDM Regulations.

**In-put Material:** all documents, information, tools and materials of the Customer required by Grundfos for the proper provision of the Services.

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Maintenance Schedule:** the maintenance schedule attached to the Order setting out the Services to be supplied by Grundfos to the Customer.

**Order:** the service support agreement or site visit request form in each case on Grundfos' standard terms (whichever is applicable) including any schedules attached to the service support agreement or site visit request form.

**Payment Schedule:** the payment schedule attached to the Order setting out the charges applicable for the provision of the Services by Grundfos to the Customer.

**Premium Service:** the service package in accordance with Grundfos' terms as set out in the Agreement.

**Quotation:** a written quotation issued by Grundfos.

**Services:** the services to be provided by Grundfos under this Agreement as set out in the Order or site visit request form together with any other services which Grundfos provides, or agrees to provide, to the Customer.

**Site visit request form:** Grundfos' Site Visit and Commissioning Request Form, or the equivalent internet log, which the Customer completes.

**Time and Materials Rate:** the rates set out in the Order.

**Warranty:** (Subject to condition 5.5) the warranty provided by Grundfos in respect of the Services as set out in condition 8.4 and Equipment as set out in condition 5.1 of these Conditions (as applicable).

**Warranty Period:** for product codes UPS2, UPS3, ALPHA1, ALPHA2, ALPHA3 and SCALA2 the warranty period shall be 5 years from the date of the manufacture and in all other cases the warranty period shall be 24 months from installation or 30 months from the date of manufacture (whichever expires soonest).

1.2 Headings in these conditions shall not affect their interpretation.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 The schedules and annexes form part of this Agreement.

1.5 A reference to writing or written includes fax and email and electronic chat messages.

1.6 Any obligation in this Agreement on a person not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done.

1.7 References to schedules and annexes are to the schedules and annexes of the Order.

1.8 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statutory provision includes all subordinate legislation made under that statute or statutory provision.

### 2. Basis of Agreement

2.1 The Order constitutes an offer by the Customer to purchase Equipment and/or Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted on the earlier of:

(a) an authorised representative of Grundfos issues written acceptance of the Order; or

(b) Grundfos delivers the Equipment and/or commences providing Services to the Customer in line with the Order, at which point and on which the date this Agreement shall come into existence.

2.3 Any samples, drawings, descriptive matter or advertising issued by Grundfos and any descriptions of the Equipment or illustrations or descriptions of the Services contained in Grundfos' catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Equipment described in them.

No warranty or guarantee is given for their accuracy and they shall not form part of this Agreement or have any contractual force.

2.4 These Conditions shall:

(a) apply to and be incorporated into this Agreement;

(b) prevail over any other terms that the Customer seeks to impose or incorporate; and

(c) prevail over any terms or conditions implied by law, trade custom, practice or course of dealing between Grundfos, the Customer or otherwise.

2.5 These Conditions are subject to any terms, conditions and/or provisions set out in the Order. In the event of any conflict between the terms of these Conditions and the terms of the Order, the provisions of the Order shall prevail, but any special terms granted in respect of any one Order are not applicable to any subsequent Order without the express consent in writing by Grundfos.

2.6 Quotations shall only be valid if issued in writing.

2.7 Any Quotations are given on the basis that no Agreement shall come into existence except in accordance with condition 2.2. Any Quotation is valid for a period of 30 days from its date (unless otherwise agreed by Grundfos), provided that Grundfos has not previously withdrawn it.

2.8 All of these Conditions shall apply to the supply of both Equipment and Services except where application to one or the other is specified.

2.9 Any special terms agreed to by Grundfos for any Order shall not apply to any subsequent Order without the express agreement of an authorised representative of Grundfos.

2.10 The Customer is responsible for ensuring the accuracy of the terms of the Order and for providing to Grundfos in good time any necessary information required by Grundfos to enable Grundfos to perform its obligations under the Agreement.

2.11 Grundfos' minimum order value is £55.00. Orders between £55.00 and £335 for pumps or £130 for Category 4 items will be subject to a £37 handling fee.

### 3. Equipment

3.1 The Equipment is described in Grundfos' catalogues as modified in any Equipment Specification.

3.2 Unless confirmed in writing by Grundfos, Grundfos makes no representation as to the suitability of the Equipment for the Customer's particular purpose. The Customer will be responsible for ensuring that the Equipment is suitable for its particular purpose and Grundfos shall have no liability to the Customer if the Equipment is not suitable for the Customer's particular purpose (so far as legally possible).

3.3 Grundfos (and/or its subcontractors, suppliers or agents) reserves the right to:

(a) change the design, construction or composition of the Equipment or the materials or equipment used in the Equipment as it shall think fit; and

(b) amend the Equipment Specification of the Equipment if required by any applicable statutory requirements, and shall, in any case, notify the Customer of any such changes (if such changes are effected after this Agreement has come into existence but before the Equipment and/or Services have been fully performed).

3.4 Samples of Equipment are available for inspection at Grundfos' 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.

### 4. Delivery of Equipment

4.1 Grundfos shall deliver the Equipment to the Delivery Location.

4.2 Delivery of the Equipment shall be completed on:

(a) the completion of unloading of the Equipment at the Delivery Location or (in the absence of any specified Delivery Location by the Customer) upon Grundfos informing the Customer that the Equipment is ready; or

(b) (if the Customer or its agents and/or representatives elect to unload the Equipment themselves) upon Grundfos placing the Equipment at the disposal of the Customer, its agents or representatives at the agreed point.

4.3 Grundfos' obligation under condition 4.1 is limited to delivering the Equipment only as near to the Delivery Location as a safe hard road permits. The Customer is to provide to Grundfos, free of charge, reasonable assistance with unloading (unless the Customer elects to unload the Equipment itself).

4.4 Any dates quoted for delivery of the Equipment are approximate only, and the time of delivery is not of the essence. Grundfos shall not be liable for any delay (or any additional costs arising out of the delay) in delivery of the Equipment that is caused by a Force Majeure Event or the Customer's failure to provide Grundfos with adequate delivery instructions or any other instructions that are relevant to the supply of the Equipment.

4.5 The Equipment may be delivered in advance of the quoted delivery date upon giving reasonable notice to the Customer.

4.6 If the Customer fails to take delivery of the Equipment or fails to give Grundfos adequate delivery instructions at the time stated for delivery (otherwise than by reason of Grundfos' sole fault) then, without prejudice to any other right or remedy available to Grundfos:

(a) delivery of the Equipment shall be deemed to have been completed at 9.00am on the next Business Day following the day on which Grundfos notified the Customer that the Equipment was ready; and

(b) Grundfos may:

(i) Charge a re-delivery fee if delivery is rearranged by Grundfos and the Customer;

(ii) store the Equipment until actual delivery takes place, and charge the Customer for all related costs and expenses (including insurance) of such storage;

(iii) apply Grundfos' returns policy as set out in condition 6; or

(iv) sell the Equipment at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) charge the Customer for any shortfall below the price payable by the Customer for the Equipment and Services (as applicable) under this Agreement.

4.7 If the parties have agreed on express delivery, the dates quoted for such delivery and agreed delivery dates are approximate only as delivery may vary due to factors not within Grundfos' reasonable control, e.g. leisurely or delayed customs clearance or other import or export obstacles. The parties agree that time of delivery is not of the essence and that Grundfos shall not be liable for any delay (or any additional costs arising out of the delay) in delivery caused by such events.

4.8 Grundfos may deliver the Equipment by instalments.

4.9 If Equipment is not received by the customer within 7 days of notification of dispatch by Grundfos or if it is received in a damaged condition or the quantity received differs from the quantity advised by Grundfos the Customer shall notify Grundfos in writing. If such written notice is not received by Grundfos within 10 days of the date of Grundfos' dispatch notification, Grundfos will not be liable in respect of any loss or damaged suffered.

4.10 If a proof of delivery is required a £10 handling fee will apply.

4.11 Proof of delivery shall only be retained by Grundfos for 3 months following delivery. After 3 months it shall be assumed by both parties that delivery successfully took place unless there is evidence to the contrary.

4.12 A £20 handling fee will apply per order to all orders for spares, pump components, spares kits and ancillary items such as flanges, unions etc.

5. **Quality of Equipment**
- 5.1 For the duration of the Warranty Period, Grundfos warrants that the Equipment shall:
- (a) (subject to conditions 5.3 and 5.4) conform in all material respects with the Equipment Specification; and
- (b) be free from defects in design, material and workmanship.
- 5.2 Subject to condition 5.3, if:
- (a) the Customer gives notice in writing during the Warranty Period within 14 days of discovery that some or all of the Equipment does not comply with the Warranty set out in condition 5.1;
- (b) Grundfos is given a reasonable opportunity to examine such Equipment; and
- (c) the Customer (if reasonably asked to do so by Grundfos) returns such Equipment to Grundfos (at Grundfos' cost), then Grundfos shall, at its option, repair or replace the defective Equipment, or refund the price of the defective Equipment in full. Repairs shall only be carried out between 8am and 5pm on Business Days agreed between Grundfos and Customer.
- 5.3 Grundfos shall not be liable for the Equipment's failure to comply with the Warranty if:
- (a) the Customer makes any further use of such Equipment after giving a notice in accordance with condition 5.2 unless otherwise approved by Grundfos (such approval not to be withheld unreasonably);
- (b) the defect arises because the Customer failed to follow Grundfos' or manufacturer's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Equipment or (if there are none) good trade practice;
- (c) the defect arises as a result of Grundfos following any drawing, design supplied by the Customer or the Equipment Specification;
- (d) the Customer alters, dismantles or repairs such Equipment without the written consent of Grundfos;
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
- (f) the Equipment differs from its description as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
- 5.4 Except as provided in this condition 5, Grundfos shall have no liability to the Customer in respect of the Equipment's failure to comply with the Warranty.
- 5.5 The terms of these Conditions shall apply to any repaired or replacement Equipment supplied by Grundfos under condition 5.2 but for the avoidance of doubt, the Warranty Period for any repaired or replaced Equipment shall be 12 months from the date of the repair.
6. **Return of Equipment**
- 6.1 Equipment may not be returned to Grundfos except by the prior written permission of an authorised representative of Grundfos. Contact grundfos-uk@sales.grundfos.com with the original purchase order number to arrange a return. Any such return shall be liable for any handling and restocking fees charged by Grundfos.
- 6.2 All Equipment requested to be returned to Grundfos will be subject to a minimum 35% restocking fee (subject to inspection). Equipment must be returned in its original packaging.
- 6.3 Equipment can only be returned within 6 months of the date of dispatch by Grundfos. All returns will be subject to inspection to ascertain age, condition and type.
- 6.4 Equipment returned without prior authorisation will be refused delivery by Grundfos.
- 6.5 The following Equipment cannot be returned for credit in any circumstance:
- (a) items with a net value of less than £125 (per item);
- (b) repair kits, power cable, engineered to order, third party sourced and obsolete items.
- 6.6 Any Equipment that has been in contact with hazardous liquids must be cleaned, sealed in appropriate packaging, clearly labelled and accompanied by a COSHH certification by the Customer. Any carrier used must be licensed to carry to transport the relevant hazardous liquids.
7. **Title and Risk**
- 7.1 The risk in the Equipment shall pass to the Customer on completion of delivery in accordance with condition 4.
- 7.2 Title to the Equipment shall not pass to the Customer until Grundfos receives payment in full (in cash or cleared funds) for the Equipment and any other equipment or goods that Grundfos has supplied to the Customer in respect of which payment has become due in which case title to the Equipment shall pass at the time of payment of all such sums.
- 7.3 Until title to the Equipment has passed to the Customer, the Customer shall:
- (a) hold the Equipment (or any receipts received from the Customer where the Customer has sold the Equipment) on a fiduciary basis as Grundfos' bailee;
- (b) store the Equipment separately from all other goods held by the Customer (where possible) so that they remain readily identifiable as Grundfos' property;
- (c) not remove, deface or obscure any identifying mark or packaging on or relating to the Equipment (unless reasonably required for the functioning use of the Equipment by the Customer);
- (d) maintain the Equipment in satisfactory condition and keep it insured against all risks for their full price on Grundfos' behalf from the date of delivery;
- (e) notify Grundfos immediately if the Customer becomes subject to any Event of Default;
- (f) give Grundfos such reasonable information relating to the Equipment as Grundfos may require from time to time;
- (g) give Grundfos at least 30 days' notice of its intention to move or relocate the Equipment to a new location. Grundfos may (at Grundfos' sole discretion) supervise the dismantling and removal of the Equipment, and inspect and reinstall the Equipment at the new location. Any supervision and work undertaken in respect of the relocation shall be charged at the prevailing Time and Material Rates and is payable by the Customer in accordance with condition 11; and
- (h) give Grundfos at least 14 days' notice of its intention to take any steps to appoint an administrator.
- 7.4 The Customer may incorporate the Equipment into or with any other goods provided that any new goods incorporating the Equipment shall become the sole and exclusive property of Grundfos and shall be separately stored and marked so as to be identifiable as being manufactured by or containing Equipment belonging to Grundfos.
- 7.5 Subject to condition 7.7, the Customer may resell the Equipment in the ordinary course of its business (but not otherwise) before Grundfos receives payment for the Equipment. However, if the Customer resells the Equipment before that time:
- (a) It does so as principal and not as Grundfos' agent;
- (b) Title to the Equipment shall pass from Grundfos to the Customer immediately before the time at which resale by the Customer occurs.
- 7.6 If before title to the Equipment passes to the Customer the Customer becomes subject to an Event of Default, then, without limiting any other right or remedy Grundfos may have, Grundfos may at any time:
- (a) the Customer's right to resell the Equipment or use it in the ordinary course of its business ceases immediately;
- (b) reasonably require the Customer to deliver up all Equipment in its possession; and
- (c) if the Customer fails to do so promptly, enter any premises of the Customer where the Equipment is stored in order to recover them; and
- (d) the Customer shall pay Grundfos' reasonable costs (including legal costs) for any recovery of the Equipment pursuant to condition 7.7(c).
8. **Supply of Services**
- 8.1 Grundfos shall provide the Services to the Customer in accordance with the Maintenance Schedule in all material respects and in accordance with the duration and timescales specified in the Order.
- 8.2 Grundfos shall use all reasonable endeavours to meet any performance dates for the Services specified in this Agreement, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 8.3 Grundfos shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and Grundfos shall notify the Customer in any such event. If Grundfos requests a change for any other reason, the Customer shall not unreasonably withhold or delay consent to it.
- 8.4 Grundfos warrants to the Customer that the Services will be provided using reasonable care and skill.
- 8.5 Grundfos shall use reasonable endeavours to observe all health and safety rules and regulations, and any other reasonable security requirements that apply at the Customer's premises and that have been communicated to it provided that it shall not be liable under this Agreement if, as a result of such observation, it is in breach of any of its obligations under this Agreement.
9. **Maintenance Service Times**
- 9.1 Services will be carried out during the working times as specified in the Maintenance Schedule.
- 9.2 Grundfos' standard daily fee rates for each individual person are calculated on the basis of an eight-hour day between 8.00am and 5.00pm on Business Days. Grundfos shall be entitled to charge for any Services undertaken outside of these hours at the Time and Materials Rate in effect at the relevant time.
- 9.3 Grundfos shall use reasonable endeavours to attend the Delivery Location, but if Grundfos is prevented by any reason outside his control or under the control of the Customer, from installing the Equipment or carrying out the Services at the time of the visit, it shall not constitute a material breach of this Agreement. If additional visits are required to the Delivery Location which are not accounted for in the Maintenance Schedule, Grundfos reserves the right to charge the Customer at the Time and Materials Rate for all additional time incurred.
10. **Customer's obligations**
- 10.1 The Customer shall:
- (a) ensure that the terms of the Order and the Equipment Specification are complete and accurate;
- (b) co-operate with Grundfos in all matters relating to this Agreement;
- (c) provide Grundfos, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by Grundfos to provide the Services and/or deliver the Equipment;
- (d) prepare the Customer's premises (or the location where the Services are to be performed) for the supply of the Services and/or the Equipment;
- (e) provide adequate lighting, heating, power and ventilation as per Grundfos' reasonable requirements;
- (f) inform Grundfos' engineer or representative on each visit about any unsatisfactory running or irregular performance of the Equipment or equipment in respect of which the Services are undertaken.
- (g) ensure the Equipment is installed and kept in suitable premises and under suitable conditions, permit only trained and competent personnel to use it and follow any operating instructions as Grundfos may give from time to time;
- (h) provide a site visit request form to Grundfos in respect of any Services to be carried out by Grundfos, its agents, subcontractors, consultants or employees (as the case may be);
- (i) provide to Grundfos, in a timely manner, such In-put Material and other information as Grundfos may require and ensure that it is accurate in all material respects;
- (j) be responsible (at its own cost) for preparing and maintaining the relevant premises for the supply of the Services and/or Equipment, including identifying, monitoring, removing and disposing of any hazardous materials from its premises in accordance with all applicable laws, before and during the supply of the Services and/or Equipment at those premises;
- (k) inform Grundfos of all health and safety rules and regulations and any other reasonable security requirements that apply at the Customer's premises;
- (l) ensure that all In-Put Materials are in good working order and suitable for the purposes for which it is used in relation to the Services;
- (m) keep all Grundfos' materials, equipment, documents and other property (Grundfos Property) at the Customer's premises in safe custody at its own risk, keep all Grundfos Property in good condition until returned to Grundfos and not dispose of or use the Grundfos Property other than in accordance with Grundfos' written instructions and authorisations; and
- (n) obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services, the installation of the Equipment and the use of In-put Material in all cases before the date on which the Services are to start.
- 10.2 If Grundfos' performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer (including its agents, subcontractors, consultants or employees) or failure by the Customer to perform any relevant obligation (Customer Default):
- (a) Grundfos shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations under this Agreement to the extent the Customer Default prevents or delays Grundfos' performance of any of its obligations;
- (b) Grundfos shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Grundfos' failure or delay to perform any of its obligations as set out in this condition 10.2; and
- (c) the Customer shall reimburse Grundfos on written demand for any costs or losses sustained or incurred by Grundfos arising directly or indirectly from the Customer Default.
- 10.3 The Customer shall be liable to pay to Grundfos, on demand, all reasonable costs, charges or losses sustained or incurred by Grundfos (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this Agreement, subject to Grundfos confirming such costs, charges and losses to the Customer in writing.

10.4	The Customer shall not, without the prior written consent of Grundfos, at any time from the date of this Agreement to the expiry of 12 months after the last date of supply of the Services, solicit or entice away from Grundfos or employ (or attempt to employ) any person who is, or has been, engaged as an employee of Grundfos in the provision of the Services.		(d) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or (e) defective products under the Consumer Protection Act 1987.
		13.2	Subject to condition 13.1: (a) Grundfos 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, turnover, data, business opportunity, anticipated savings, any indirect or consequential loss or any damage to goodwill arising under or in connection with this Agreement; (b) Grundfos' total liability to the Customer where the Customer has provided Grundfos with incorrect weights, dimensions, capacity performance or other information shall in no circumstances exceed the price of the Equipment supplied in accordance with such incorrect information; and (c) Grundfos' total liability to the Customer in respect of all other losses arising under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £1million.
11.	<b>The CDM Regulations</b>		
11.1	The Customer and Grundfos agree that the Customer is to be treated for the purposes of the CDM Regulations as the Client for the purposes of the CDM Regulations.		
11.2	The Customer agrees to ensure that the Works are carried out in accordance with the CDM Regulations.		
11.3	The Customer shall ensure that the Health and Safety File is maintained correctly and is available for inspection in accordance with the CDM Regulations.		
11.4	The Customer shall indemnify and keep the Owner indemnified against liability for any breach of the Customer's obligations under or in connection with this condition 11.		
12.	<b>Charges and Payment</b>		
12.1	The price for the Equipment shall be the price set out in the Order or, if no price is quoted, the price set out in the published price list of Grundfos (or Grundfos as the case may be) as at the date of delivery. Unless otherwise stated in the Order, the price of the Equipment is exclusive of all costs and charges of packaging, insurance, transport of the Equipment, which shall be paid by the Customer when it pays for the Equipment.	13.3	The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement. This condition 13 shall survive termination of this Agreement.
12.2	In the case of Product Services Service contracts, Installation Works and Engineered to Order products Grundfos reserves the right to request a deposit payment and/or payment milestones. The amount or means of calculating such payment shall be set out in the Quotation.	13.4 13.5	The Customer shall indemnify Grundfos for any costs suffered by Grundfos for claims from any third party which arise by virtue of the Customer having resold the Equipment (unless such claim arises solely from Grundfos' negligence).
12.3	Grundfos reserves the right to require (at its option) a parent company guarantee or a personal guarantee from the directors of the Customer at any time in relation to all outstanding amounts due to Grundfos from the Customer from time to time.	14.	<b>Confidentiality and Grundfos' property</b>
12.4	The charges for Services shall be set out in the Payment Schedule.	14.1	Each party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under this Agreement, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this condition as though they were a party to this Agreement. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.
12.5	Unless stated otherwise all prices are given on a DAP (delivered at place) basis.	14.2	Neither party shall use the other's confidential information for any purpose other than to perform its obligations under this Agreement.
12.6	Grundfos reserves the right to: (a) increase its standard daily fee rates for the Services. Grundfos will give the Customer reasonable notice in writing of any such increase before the proposed date of the increase. If such increase is not acceptable to the Customer, it shall notify Grundfos in writing within 14 days of the date of Grundfos' notice and either of Grundfos or the Customer shall have the right, without limiting its other rights or remedies, to terminate this Agreement by giving 14 days' written notice (or any other reasonable notice period if performance of the Order is due to commence within 14 days) to Grundfos or Customer (as applicable); and (b) increase the price of the Equipment, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Equipment to Grundfos that is due to: (i) any factor beyond the control of Grundfos (including foreign exchange fluctuations, increases in taxes and customs' charges and duties, and increases in labour, materials, fuel and other manufacturing costs); (ii) any request by the Customer to change the delivery date(s), quantities or types of Equipment ordered, or the Equipment specification; or (iii) any delay caused by any instructions of the Customer in respect of the Equipment or failure of the Customer to give Grundfos adequate or accurate information or instructions in respect of the Equipment.	15.	<b>Intellectual Property Rights</b>
12.7	In respect of Equipment, Grundfos shall invoice the Customer on or at any time after completion of delivery. If delivery of the Equipment is made in instalments, Grundfos may invoice the Customer in instalments. In respect of Services, Grundfos shall invoice the Customer in accordance with the Payment Schedule.	15.1	(Subject to condition 15.2) all Intellectual Property Rights in or arising out of or in connection with: (a) the Equipment; (b) the Services; or (c) any manuals or documentation given by Grundfos to the Customer, shall be owned by Grundfos and nothing in this agreement shall transfer or assign any such Intellectual Property Rights to the Customer.
12.8	The Customer shall pay each invoice submitted by Grundfos: (a) within 30 days of the date of the invoice or in accordance with any other payment terms agreed by Grundfos in writing; and (b) in full and in cleared funds to a bank account nominated in writing by Grundfos, and time for payment shall be of the essence of this Agreement.	15.2	The Customer acknowledges that, in respect of any third party Intellectual Property Rights, the Customer's use of any such Intellectual Property Rights is conditional on Grundfos first obtaining a written licence from the relevant licensor on such terms as will entitle Grundfos to license such rights to the Customer.
12.9	All amounts payable by the Customer under this Agreement are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). The Customer shall pay any VAT which is chargeable on the supply of the Services and/or Equipment at the same time as payment is due for the supply of the Services and/or Equipment.	15.3	The Customer grants to Grundfos a fully paid up, non-exclusive, royalty free, non-transferable licence to copy and modify any In-put Material for the purpose of providing the Services to the Customer.
12.10	Grundfos may in its sole discretion elect to provide a credit facility to the Customer but is not obliged to do so. Any credit facility offered will be on written terms agreed by Grundfos and the Customer.	15.4	The Customer shall indemnify Grundfos against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs ( on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Grundfos for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with Grundfos' use of the Equipment Specification.
12.11	Without prejudice to any other right or remedy that it may have, if the Customer fails to pay Grundfos on the due date, Grundfos may: (a) charge interest on such sum from the due date for payment at an annual rate equal to the set rate of interest provided under the Late Payment of Commercial Debt (Interest) Act 1998 as varied from time to time accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and the Customer shall pay the interest immediately on demand; (b) charge compensation for late payment at a set rate depending on the size of the debt in accordance with the Late Payment of Commercial Debt Regulations 2002 (SI 2002 No 1674). The minimum charge applicable is £40.00, the maximum applicable is £100.00; (c) appropriate any payment by the Customer to any outstanding invoice as Grundfos may think fit not withstanding any purported appropriation by the Customer; and (d) suspend the provision of further Services until payment has been made in full.	16.	<b>Data protection</b>
12.12	The Customer shall pay all amounts due under this Agreement in full without any set-off, counterclaim, deduction or withholding except as required by law. Grundfos may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by Grundfos to the Customer.	16.1	Both parties will comply with all applicable requirements of the Data Protection Legislation. This condition 16 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. In this condition 16 Applicable Laws means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means any Data Protection Legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation.
12.13	All sums payable to Grundfos under this Agreement shall become due immediately on its termination, despite any other provision. This condition 12.10 is without prejudice to any right to claim for interest under the law, or any such right under this Agreement.	16.2	Without prejudice to the generality of condition 16.1 each party shall, in relation to any Personal Data processed in connection with the performance by that party of its obligations under the Agreement: (a) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it); (b) assist the other party, at the other party's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators; (c) notify the Customer without undue delay on becoming aware of a Personal Data breach; (d) at the written direction of the other party, delete or return Personal Data and copies thereof to the other party on termination of the agreement unless required by Applicable Law to store the Personal Data; and (e) maintain complete and accurate records and information to demonstrate its compliance with this condition 16.
12.14	Grundfos shall have a lien on all of the Customer's property in Grundfos' possession for all sums due at any time by the Customer to Grundfos subject to Grundfos giving not less than one month's written notice to the Customer. Grundfos shall be entitled to use, sell and dispose of any such property as agent for the Customer at the Customer's expense. The proceeds of such sale shall be applied towards the payment of monies due to Grundfos and Grundfos shall be discharged of any liability in relation to such property as a result of any sale.	16.3	Neither party consents to the other appointing any third-party processor of Personal Data under the Contract.
13.	<b>Warranty and Limitation of Liability</b>	17.	<b>Termination</b>
13.1	<i>THE CUSTOMER'S ATTENTION IS SPECIFICALLY DRAWN TO THIS CONDITION</i> Nothing in these Conditions shall limit or exclude Grundfos' liability for: (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; (b) fraud or fraudulent misrepresentation; (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);	17.1	Without limiting its other rights or remedies, Grundfos or Customer may terminate this Agreement with immediate effect by giving written notice to the other party if: (a) the other party commits a material breach of its obligations under this Agreement and (if such breach is remediable) fails to remedy that breach within 7 days after receipt of written notice to do so;

- (b) the other party 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 [or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction];
- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 17.2 Without limiting its other rights or remedies, Grundfos may terminate this Agreement with immediate effect by giving written notice to the Customer if:
- (a) there is a change of control of the Customer (as defined in section 574 of the Capital Allowances Act 2001);
- (b) the Customer is unable or unwilling to procure any guarantee required by Grundfos in accordance with condition 12.3; or
- (c) the Customer's financial position deteriorates to such an extent that in Grundfos' opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy or Customer fails to pay any amount due under this Agreement on the due date for payment.
- 17.3 Without limiting its other rights or remedies, Grundfos may suspend the supply of Services or all further deliveries of Equipment under this Agreement or any other agreement between the Customer and Grundfos if the Customer becomes subject to an Event of Default, or Grundfos reasonably believes that the Customer is about to become subject to any of them.
- 17.4 On termination of this Agreement for any reason:
- (a) the Customer shall immediately pay to Grundfos all of Grundfos' outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, Grundfos shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall return all of Grundfos' materials and any deliverables which have not been fully paid for and which have not been installed as part of a bigger system. If the Customer fails to do so, then Grundfos may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Agreement;
- (c) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry;
- (d) conditions which expressly or by implication have effect after termination shall continue in full force and effect; and
- (e) Grundfos shall have a lien over all of the Customer's property in Grundfos' possession in respect of all sums due at any time from the Customer to Grundfos. Provided that Grundfos gives at least 14 days' prior written notice, Grundfos shall be entitled to use, sell and dispose of such property as agent for and at the expense of the Customer and apply the proceeds towards the payment of monies due and outstanding from the Customer to Grundfos. Thereafter, Grundfos shall be discharged of any liability in respect of the Customer's property.
- 17.5 On termination of this Agreement (however arising), any of these Conditions that expressly or by implication is intended to have effect after termination (or expiry) shall survive and continue in full force and effect.
18. **Force majeure**  
Grundfos shall have no liability to the Customer under this Agreement if it is prevented from, or delayed in performing, its obligations under this Agreement or from carrying on its business by any Force Majeure Event.
19. **Variation**  
Except as provided in these Conditions, no variation of this Agreement or these Conditions or of any of the documents referred to in them shall be valid unless it is in writing and signed by or on behalf of each of the authorised representatives of the parties.
20. **Waiver**  
20.1 A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under this Agreement or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.
- 20.2 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.
21. **Severance**  
21.1 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of this Agreement shall not be affected.
- 21.2 If a provision of this Agreement (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
22. **Entire agreement**  
22.1 This Agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 22.2 Each party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract), as expressly provided in this Agreement.
- 22.3 Nothing in this condition shall limit or exclude any liability for fraud.
23. **Assignment**  
23.1 The Customer shall not, without the prior written consent of Grundfos, assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 23.2 Grundfos may at any time assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights under this Agreement and may subcontract or delegate in any manner any or all of its obligations under this Agreement to any third party or agent.
- 23.3 Each party that has rights under this Agreement is acting on its own behalf and not for the benefit of another person.
24. **No partnership or agency**  
Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
25. **Rights of third parties**  
A person who is not a party to this Agreement shall not have any rights under or in connection with it.
26. **Notices**  
26.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery or by commercial courier to the registered office or the address stated in the Order (or as otherwise notified to the other party in writing).
- 26.2 Any notice shall be deemed to have been duly received if delivered personally, when left at the correct address or, if sent by pre-paid first-class post or recorded delivery, at 9.00am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 26.3 This condition 26 shall not apply to the service of any proceedings or other documents in any legal action.
- 26.4 A notice required to be given under this Agreement shall also be validly served if sent by e-mail.
27. **Governing law and jurisdiction**  
27.1 This Agreement, 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.
- 27.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this Agreement or its subject matter or formation (including non-contractual disputes or claims).