

1. Application of Conditions

- I. These conditions shall apply to all quotations and offers made by and purchase orders accepted by Great Water.

2. Prices

- I. Where Great Water have quoted a price for the goods other than in accordance to our published price list the price quoted shall be valid for 30 days only or such a lesser time as the seller may specify.
- II. The price is exclusive of any applicable value added tax excise, sales or taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the goods, which the buyer will be additionally liable to pay to the seller.
- III. Great Water reserve the right, by giving notice to the buyer at any time before delivery, to increase the price of the goods to reflect any increase in the cost to Great Water which is due to any factor beyond our control (such as without limitation, any foreign exchange fluctuation, 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 goods which is requested by the buyer, or any delay caused by any instructions of the buyer or failure of the buyer to give Great Water the adequate information or instructions.

3. Payment

- I. Subject to any special terms agreed in writing between Great Water and the buyer, Great Water will invoice the buyer for the price of the goods on or at any time after delivery of goods, unless the goods are to be collected by the buyer or the buyer wrongfully fails to take delivery for the goods, in which event Great Water shall be entitled to invoice the buyer for the price at any time after the seller has notified the buyer that the goods are ready for collection (as the case may be) the seller has tendered delivery of the goods.
- II. The buyer shall pay the price of the goods (less any discount or credit allowed by Great Water) within 30 days of the date of Great Water's invoice or otherwise in accordance with such credit terms as may have been agreed in writing between Great Water and the buyer in respect of the contract. Payment shall be made on the due date not with standing that delivery may not have taken place and/or that the property in the goods has not passed to the buyer. The time for the payment of the price shall be of the essence of the contract. Receipts for payment will be issued only upon request.
- III. All payments shall be made to Great Water in pounds sterling.

4. Delivery

- I. Delivery of the goods shall be made by Great Water to the place in the United Kingdom specified by the buyers order and/or Great Water's acceptance of the location to which the goods are to be delivered or if no place of delivery is so specified, by the buyer collecting the goods at Great Water's premises at any time after the buyer has been notified that the goods are ready for collection.
- II. The delivery date is an approximate only and time for delivery shall not be of the essence unless previously agreed by Great Water in writing. The goods may be delivered in advance of the delivery date upon giving reasonable notice to the buyer.
- III. If the buyer fails to take delivery of the goods or any part of them on the delivery date and/or fails to provide any instructions, licences, documents or authorisations required to enable the goods to be delivered on that date, Great Water shall be entitled to upon given written notice to the buyer to store or arrange for the storage of goods and then the goods shall be passed to the buyer, delivery shall be deemed to have taken place and the buyer shall pay to the Great Water all costs and expenses including storage and insurance charges arising from such a failure.

5. Orders

- I. No order submitted by the buyer shall be deemed to be accepted by the Great Water unless and until confirmed in writing by the sellers authorised representative
- II. Great Water reserves the right to make any changes in the specification of the goods which are required to conform with any applicable regulatory, statutory or safety requirements.
- III. No order which has been accepted by Great Water may be cancelled by the buyer except with the agreement in writing of the seller on the terms that the buyer shall indemnify the Great Water in full against all costs, loss, damages, expenses and charges incurred by the seller as a result of cancellation.

6. Warranty

- I. Great Water warrants that each product will be free from defects on delivery with any alleged faulty or defective goods to be returned immediately to Great Water for inspection. Once we are satisfied that the goods are defective then they will be repaired and returned or failing that replaced.
- II. Goods damaged on receipt must be notified and digital images of the damage forwarded within 24 hours of receipt. Any carriage damage claims for missing or damaged goods made after the 24 hour period will not be considered.

7. Product Information

- I. Product information is subject to change due to updates in models but the product specification sheet will be correct from the date of issue.
- II. Any information given in the brochures is given by way of indication only and does not form part of the contract.
- III. All advice given is in good faith and not legally binding.

8. Liability

- I. The buyer will indemnify Great Water against any loss or damage even that may be insured by us in respect of any third party claim, damage or loss or by any of the products where such damage or loss is resultant from wrongful or negligent act or omission of the buyer. Great Water's liability is limited to the price of goods bought.

9. Confidentiality

- I. The buyer will not use, permit or authorise any other person to use any trademark, emblem, symbol, or name which the seller is licensed to use or which is owned by the seller upon any premises unless it has previously been authorised by the Great Water in writing.

10. Risk and Retention Title

- I. The risk in the goods shall pass from the seller to the buyer upon delivery of such goods to the buyer. However, notwithstanding delivery and the passing of risk in the goods, title and property in the goods, including full legal and beneficial ownership, shall not pass to the buyer until the seller has received in cash or cleared funds payment in full for all goods delivered to the buyer under this and all other contracts between the seller and the buyer for which payment of the full price of the goods there under has not been paid.
- II. Payment of the full price of the goods shall include the amount of any interest or other sum payable under the terms of this and all other contracts between the seller and the buyer under which the goods were delivered.

11. Waiver

- I. No failures to exercise and/or delay by us in enforcing any of its rights under this contract shall operate as a waiver.
- II. A waiver by us of any breach of the terms and conditions shall not prevent the enforcement of that provision and shall not be deemed to be waiver of any subsequent breach of that or any other provision.

12. Severance

- I. If any term or provision of these terms and conditions is held as unenforceable, invalid or illegal by a court or other authority then the provision will be severed and the remainder of provisions will not be affected.

13. Third Party Rights

- I. A person who is not a party to the contract shall have no rights under the contract pursuant to the Contracts Act 1999.

14. Consumer Rights

- I. The provisions of these terms and conditions are in addition to and do not affect the buyer's statutory rights as a consumer

15. Force Majeure

- I. Neither party shall be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labour disputes, embargoes, government orders or any other force majeure event.

16. Governing Law and Jurisdiction

- I. The Agreement and these Conditions shall be governed by and construed in accordance with the law of England and Wales.
- II. Unless any alternative dispute resolution procedure is agreed between the parties, the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales in