

Uponor - UK Conditions of Sale

1. Interpretation

In these conditions-Buyer;

means the company, firm, body or person buying the Goods and/or services or whose order for the Goods and/or Services is accepted by the Supplier;

Conditions - means the terms and conditions set out in this document and include any special terms and conditions agreed in writing between the Buyer and the Supplier; any special terms shall prevail;

Contract - means the contract for the sale of the Goods and/or Services to be provided by the Supplier pursuant to the Contract;

Goods - mean the goods the Supplier agrees to supply; **Services** means the Services the Supplier agrees to supply; **Supplier** - means Uponor Limited or any other Uponor Group Company Writing includes fax, e-mail and other comparable means of communication

1.2 Any reference in these conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 Any reference to any English legal concept or term shall, where relevant, be deemed to apply to the nearest analogous concept or term in any other jurisdiction.

2. Basis of the Sale

2.1 The Supplier shall sell the Goods and/or Services in accordance with any written quotation of the Supplier which is accepted by the Buyer or written order of the Buyer which is accepted by the Supplier, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions.

2.2 No variation to these Conditions shall be binding unless agreed in Writing by an authorised representative (Director / Company Secretary) of the Supplier.

2.3 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.

3. Orders and Specifications

3.1 No order submitted by the Buyer is accepted by the Supplier unless confirmed in Writing by the Supplier's authorised representative or delivery of the Goods and/ or Services by the Supplier.

3.2 The Buyer is responsible for ensuring the accuracy of the terms of any order (including any applicable specification) and for giving the Supplier any necessary information relating to the Goods and/or Services within a sufficient time to enable the Supplier to perform the Contract in accordance with its terms.

3.3 The quantity, quality and description of and any specification for the Goods and/ or Services are those set out in the Supplier's quotation or the Buyer's order (to the extent accepted by the Supplier).

3.4 If the Goods are to be manufactured or any process is to be applied to the Goods by the Supplier in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Supplier against all loss, damages, costs and expenses incurred by the Supplier in connection with any claim for infringement of any patent, copyright, design, trade mark or other intellectual property rights. The Supplier gives no warranty that any Goods based on the specification of the Buyer will be fit for their intended purpose.

3.5 The Supplier may make any changes in the specification of the Goods and/or Services which are required to conform to any applicable statutory or EC requirements or which do not materially affect their quality or performance.

3.6 No order which has been accepted by the Supplier may be cancelled by the Buyer, except with the agreement in Writing of the Supplier and on terms that the Buyer indemnifies the Supplier 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 Supplier as a result of cancellation.

3.7 All drawings, designs, specifications and other information provided by the Supplier are confidential and all rights of copyright ownership and other intellectual property rights in respect of them shall remain vested in the Supplier and shall not pass to the Buyer.

4. Price of Goods

4.1 The price of the Goods and/or Services shall be the price specified on the Supplier's confirmation of order or, if none, the price specified in the Supplier's quotation or, if none, the Supplier's published price list current at the date of supply of the Goods and/or Services shall apply.

4.2 The Supplier may vary the price of the Goods and/or Services at any time before delivery to reflect any change in the cost to the Supplier which is due to any factor beyond the control of the Supplier (including, without limitation, foreign exchange fluctuation, currency regulation, increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods and/or Services which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Supplier adequate information or instructions.

4.3 All prices are given by the Supplier on an ex works basis and exclude VAT and other duties and the Buyer shall be liable to pay those duties and (subject to condition 6.6) the Supplier's charges for transport, packaging and insurance.

4.4 The Supplier may sue the Buyer for the price of the Goods, notwithstanding that title to them has not passed to the Buyer.

5. Terms of Payment

5.1 The Supplier may invoice the Buyer at any time for the price of the Goods and/or Services or part of it and, without limitation, may invoice the Buyer in respect of any instalment of an order. Unless the Supplier specifies otherwise (in writing), the Buyer shall pay the invoice (in full without any set off, deduction or counterclaim) within 30 days of the end of the calendar month in which the invoice is dated. Time of payment of the price shall be of the essence of the Contract.

5.2 If the Buyer fails to make any payment by the due date or the Supplier has reasonable grounds for believing that the Buyer will not make any payment then, without prejudice to any other right or remedy available to the Supplier, the Supplier may cancel the Contract or suspend any further deliveries to the Buyer.

5.3 If the Buyer 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 charge the Buyer interest (both before and after any judgment) on the amount unpaid at the rate of 8% per annum above Bank of England base rate from time to time until payment is made (a part of a month being treated as a full month for the purpose of calculating interest).

6. Delivery, Returns and Performance

6.1 Unless otherwise agreed in writing by the parties, delivery of the Goods shall be made by the Supplier "ex works" as that term is defined in "Incoterms" -the international rules for the interpretation of trade terms of the International Chamber of Commerce sales dated 2000. A cost for delivery will be provided by the supplier to the buyer in each and every instance.

6.2 Any dates quoted for delivery of the Goods and/or Services are approximate only, and the Supplier shall not be liable for any delay in delivery of the Goods and/or Services.

6.3 If the Buyer fails to take delivery of the Goods or fails to give the Supplier adequate delivery instructions then, without prejudice to any other right or remedy available to the Supplier, the Supplier may store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage and/or sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

6.4 The Buyer shall comply with all laws governing the importation of the Goods into the country of destination.

6.5 Minimum individual order value to include free delivery is £1000 net (or currency equivalent & excluding VAT). Please contact the supplier for any orders below this value for delivery costs. This term excludes Ecoflex pipe systems (see item 6.9 below) and any other items not included within our price guide.

6.6 Delivery of the goods that are requested direct to site or another third party address, will be subject to additional surcharges over and above delivery costs.

6.7 Where a next day service is required, customers should contact the supplier for a delivery charge quotation for each and every order.

6.8 For deliveries of Ecoflex pipe systems, no returns are allowed and the buyer needs to request a delivery cost from the supplier for each and every order

6.9 Retention to title: Goods remain the property of Uponor Limited until paid for in full. Any query regarding this delivery should be notified in writing to Uponor Limited within 3 working days of receipt of the goods. As signed proof of delivery (from whom ever signs) will be deemed as acceptance of the goods as listed and in good condition.

6.10 No returns will be allowed without prior approval from the supplier.

6.11 All prices are based on ex-works Worcester. UK and delivery costs will be additional to prices quoted.

7. Risk and Property

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer at the time of delivery or, if the Buyer wrongfully fails to take delivery the time when the Supplier has tendered delivery of the Goods. The Buyer should insure the Goods accordingly.

7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Supplier has received in cash or cleared funds payment in full of the price of the Goods and all other goods and services agreed to be sold by the Supplier to the Buyer for which payment is then due.

7.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Supplier's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Supplier's property, and shall not be entitled to dispose of the Goods.

7.4 Until such time as the property in the Goods passes to the Buyer, the Supplier may at any time require the Buyer to deliver up the Goods to the Supplier and, if the Buyer fails to do so forthwith, enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

8. Warranties and Liability

Warranties

8.1 Subject to the conditions set out below, the Supplier warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 12 months from purchase (with accompanying proof of purchase).

8.2 This warranty is given by the Supplier subject to the following conditions:

8.2.1 The Supplier shall be under no liability in respect of any defect arising from any drawing, design or specification supplied by the Buyer;

8.2.2 the Supplier shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Supplier's instructions (whether oral or in Writing), misuse or alteration or repair of the Goods without the Supplier's approval;

8.2.3 this warranty does not extend to parts, materials or equipment not manufactured by the Supplier, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Supplier.

8.3 Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. Without limitation, the Supplier does not warrant the accuracy or otherwise of any design, drawing, specification, instructions, other information or advice that it provides as part of the Services and/or as ancillary information in relation to the Goods.

8.4 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall be notified in writing to the Supplier within 7 days of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure, but, in any event, within 12 months of purchase (with accompanying proof of purchase). If delivery is not refused, and the Buyer does not notify the Supplier accordingly, the Buyer may not reject the Goods and the Supplier shall have no liability and the Buyer shall pay the price as if the Goods had been delivered in accordance with the Contract.

8.5 Where any valid claim is made in accordance with this Clause 8, the Supplier may replace or repair the Goods (or the part in question) or re-supply the Services (or the part in question) free of charge or, at the Supplier's sole discretion, refund to the Buyer the price of the Goods or Services (or part of it), but the Supplier shall have no further liability to the Buyer.

General Liability

8.6 Notwithstanding anything else in this Contract, neither party's liability in respect of death or personal injury caused by that party's negligence shall be limited.

8.7 The Supplier shall not be liable to the Buyer for loss of contracts, profits, anticipated savings, revenue, business, stoppage to other work or indirect or consequential loss (whether caused by the negligence of the Supplier, its employees or agents or otherwise) in connection with this Contract.

8.8 Notwithstanding any other provision in the Contract except Condition 8.5, the entire liability of the Supplier under or in connection with the Contract shall not exceed the sum paid to the Supplier by the Buyer for the Goods or the Services (or both, where both Goods and Services are to be supplied) which are the subject of the claim in question by the Buyer.

8.9 The Supplier shall not be liable for any breach of its obligations to the extent that the Supplier is prevented or hindered from complying with them by "Force Majeure".

8.10 "Force Majeure" means any cause beyond the reasonable control of the Supplier including (without limitation) strikes, lock-outs, labour.

9. Insolvency of Buyer

9.1 Without prejudice to any other right or remedy available to the Supplier, the Supplier may cancel the Contract or suspend any further deliveries without any liability to the Buyer, if:

9.1.1 the Buyer is unable to pay its debts, makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation; or

9.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or

9.1.3 the Buyer ceases, or threatens to cease, to carry on business; or

9.1.4 the Supplier reasonably believes that any of the foregoing events is about to occur in relation to the Buyer and notifies the Buyer accordingly.

9.2 If the Goods and/or Services have been delivered but not paid for and the Supplier cancels the Contract under Conditions 5.2 and/or 9, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

10. Non-standard Orders

10.1 Where the Buyer orders Goods or materials of a type, size or quality not normally produced by the Supplier or Services not normally performed by the Supplier, the Supplier shall use all reasonable endeavours to execute the order but, without prejudice to any other provision limiting the Supplier's liability, if it proves impossible, impracticable or uneconomical to carry out or complete the order, the Supplier may cancel the Contract or the uncompleted balance of it without penalty and the Buyer shall only be liable to pay for the part of it actually delivered or performed.

11. Export Sales

11.1 Subject to Condition 6.1, where Goods are sold on the basis of international trade terms, they shall be defined in accordance with "Incoterms" -the international rules for the interpretation of trade terms of the International Chamber of Commerce sales dated 2000.

11.2 Where Goods are sold FOB, the Supplier shall not be required to give the Buyer the notice specified in Section 32(3) of the Sale of Goods Act 1979.

11.3 Unless otherwise agreed by the Supplier in Writing, the price of the Goods and/ or Services shall be secured by an irrevocable letter of credit satisfactory to the Supplier and established by the Buyer in favour of the Supplier immediately upon receipt of the Supplier's confirmation of order form and confirmed by a United Kingdom bank acceptable to the Supplier. The letter of credit shall be for the price payable plus any duties and taxes payable to the Supplier and shall be valid for the longer of six (6) months or any period estimated by the Supplier for delivery of the Goods and/or Services.

12. Packing

12.1 Unless otherwise agreed in Writing by the parties, the price specified by the Supplier excludes the cost of packing cases and packing materials, for which the Buyer shall be additionally liable. If the Supplier notifies the Buyer that packing cases and/or materials are returnable, then the full cost of these is payable by the Buyer if the Buyer does not return them in good condition to the Supplier either (at the Supplier's option) carriage paid or in the Supplier's vehicle within three (3) months of their delivery to the Buyer. Where not returnable, the Buyer will dispose of all packing in accordance with the regulations (whether statutory or otherwise) relating to the protection of the environment.

12.2 The Supplier shall use all reasonable endeavours to ensure, where necessary, the appropriateness of packing before despatch, but the Supplier shall not be liable for any damage to or loss of Goods between despatch from the Supplier and delivery in accordance

with this Contract.

13. General

13.1 The Supplier may perform any of its obligations or exercise any of its rights under this Contract through any other member of its group.

13.2 The Buyer may not assign any of its rights or obligations or mortgage, charge (otherwise than by floating charge) any of its rights under this Agreement without the prior written consent of the Supplier.

13.3 Each party acknowledges that, in entering into this Contract, it does not do so on the basis of and does not rely on any representation, warranty or other provision except as expressly provided in this Contract and all conditions, warranties or other terms implied by statute or common law are excluded. This condition shall only apply to the extent permitted by law.

13.4 Any notice required or permitted to be given by either party to the other shall be in Writing addressed to that 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.

13.5 No waiver by the Supplier of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

13.6 If any provision of the Contract is held by any competent authority in UK law to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.

13.7 A person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

13.8 The Contract shall be governed by and construed in accordance with the laws of England, and the parties submit to the non-exclusive jurisdiction of the English courts.

13.9 When supplied as B2B EEE the producer invokes regulation 9.2 and passes all WEEE obligations to the end user.