

BWT UK Limited

Terms & Conditions for Water Dispensers

1. Interpretation

Bottles: the water bottles ordered by the Customer under the Supply Agreement.

Company: BWT UK Ltd

Contract: the contract between the Company and the Customer for the sale and purchase of the Goods in accordance with these Conditions, including the Supply Agreement.

Customer: the person or firm who is a party to the Supply Agreement.

Equipment: the water dispensers and other equipment supplied by the Company to the Customer pursuant to the Supply Agreement, including all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for it.

Supply Agreement: the supply agreement between the Company and the Customer in which the commercial terms (such as Goods, Equipment, duration, rental payments and price) are agreed or, where there is no supply agreement, any order placed by the Customer which the Company accepts.

Warranty period: has the meaning given in clause 7.

2. Equipment and Bottles.

- a. All Equipment and the Bottles supplied for use therewith are supplied to the Customer by the Company on the terms and conditions contained in the Contract. Unless the Equipment is specifically stated as being sold to the Customer in the Supply Agreement, the Equipment and Bottles shall remain the property of the Company and shall be rented to the Customer in consideration of the rental payments on the terms and conditions of the Contract.
- b. The Company may at its discretion from time to time replace the Equipment with comparable units whereupon such comparable units shall become the Equipment for all the purposes of the Contract.

3. Rental Period

The Contract shall commence from the start date specified in the Supply Agreement and continue for the Initial Period specified in the Supply Agreement. The Customer may terminate the Contract by giving the Company a minimum of one month's notice, in writing, prior to the end of the Initial Period or subsequent renewal date. Failing such notice, the Contract shall renew for a further year and then subsequent years thereafter, in each case subject to earlier termination in accordance with the terms of the Contract. For the avoidance of doubt, if the Customer terminates the Contract less than one month before any anniversary of the Contract, the Contract shall be terminated forthwith but the Customer shall remain liable to the Company for the whole of the subsequent year's charges relating to the Equipment. No refund of the rental payments nor returned Bottles or other consumable products shall be payable by the Company to the Customer upon termination of the Contract, except any to the extent any deposit is still held by the Company.

4. Rental, Payments and deposit

- a. The Customer shall pay the rental payments to the Company in accordance with the Supply Agreement. Unless otherwise agreed in the Supply Agreement, the Customer shall pay by direct debit. All rental payments shall be made in cleared funds to the bank account nominated by the Company. All rental payments are exclusive of VAT and any other applicable taxes, which shall be payable by the Customer in addition. All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (except for any withholding required by law). Company reserves the right to increase its charges annually, in relation to rental payments, any such increase shall take effect from the end of the Initial Period.
- b. Where the Customer requires Bottles they will pay a Bottle deposit at the prevailing rate on each Bottle supplied under the Contract. The Company will refund the bottle deposit on each Bottle returned to the Company which is (in the opinion of the Company) in a condition suitable for their re-use as the Company's bottled water containers.
- c. All charges for Equipment, water and services supplied by the Company and charges for Bottle deposits must be paid by the Customer within 30 days of the date of the Company's invoice (the "Due Date"). If any sum remains outstanding after the Due Date the Company shall be entitled to suspend further deliveries, and interest shall become payable on the outstanding balance calculated on a daily basis from the Due Date to the date of payment at a rate of 1.5% per month on the sum outstanding.
- d. The Company shall be entitled to increase the rental charge or other charges from time to time by a reasonable amount by giving written notice to the Customer and has the right to charge an environmental levy to fully comply with the EU Waste Electrical and Electronic equipment directive.
- e. Where the Customer is required to pay a deposit for the Equipment, the deposit will be a deposit against default by the Customer in the payment of any rental payments or any loss of or damage caused to the Equipment. In such case, if the Customer fails to make any rental payments in accordance with the Supply Agreement, or causes any loss or damage to the Equipment (in whole or in part), the Company shall be entitled to apply the deposit against such default, loss or damage. The Customer shall pay to the Company any sums deducted from the deposit within ten Business Days of a demand for the same. The deposit (or balance of the deposit) shall be refundable within [five] Business Days of the end of the Contract.
- f. The Company reserves the right to charge an abortive visit fee if a maintenance call out is made that is due to site conditions out of the Company's control.

5. Delivery, installation and risk

- a. The Company shall use all reasonable efforts to effect delivery by the delivery date agreed with the Customer. Risk in the Equipment and the Bottles transfers to the Customer on delivery. If the Equipment is lost or damaged after delivery, the Customer shall be liable to pay for replacement Equipment within 30 days of the date of the Company's invoice.
- b. The Customer shall provide reasonable access to the premises and a clear space for installation of the Equipment and delivery of the Bottles. Company shall install the Equipment at Customer's premises noted in the Supply Agreement. Customer's representative shall be present at the installation and acceptance by the representative shall constitute evidence that the Customer has examined the Equipment and found it to be in good condition and fit for the purpose for which it is intended (save in relation to any latent defects not reasonably apparent on inspection). Customer shall confirm receipt of Bottles in writing at the time of delivery. Customer is responsible for loading the Bottles on the Equipment and for changing the Bottles as necessary.
- c. The Company reserves the right to charge an excess delivery fee if it is necessary to make non-scheduled deliveries of Bottles or Equipment.

6. Customer's responsibilities

During the continuance of the Contract the Customer shall:

- a. Not make any modifications to the rented Equipment.
- b. Not move the rented Equipment from the place where installed by the Company without prior consent.
- c. Operate the rented Equipment in accordance with the instructions supplied by the Company.
- d. Comply with the terms of the Electricity at Work Regulations 1989 and health and safety legislation and regulations.
- e. Ensure that the Equipment is kept in sanitary condition, regularly empty the drip trays as described in the Company's care leaflet and permit the Company to carry out maintenance and sanitization services as described in the Company's cooler care bottled water leaflet, as updated from time to time.

Commented [NA1]: Do they provide written receipt?

Commented [MR2R1]: When we do the install the engineer should get the signature of the customer on their handheld. However, this will not always be the case e.g. if installing a large number in a location this will be multiple tickets on the engineer's handheld and they will probably only get one signed. Similarly when we deliver Bottles we should get a signature but there are occasions when we fail to do so.

Commented [NA3R1]: Ok. I think we can leave as is. I won't reference "in writing".

- f. Be responsible for Bottle changing and the safe storage of Bottles where they have a bottled water supply.
- g. Be responsible for monitoring the water quality and changing filters as is appropriate where they have a Demineralized Water supply.
- h. At reasonable times, allow Company personnel to visit the premises to inspect the Equipment and provide safe access to the Equipment and ensure the health and safety of the Company's personnel whilst on the premises.
- i. Promptly notify the Company if the Equipment is not operating correctly.
- j. Only dispense water supplied by the Company and not refill the Bottles.
- k. Not lend, let on hire, sell, assign transfer, charge, dispose of or part possession of the Bottles, the rented Equipment or the Contract or any of the rights or obligations hereunder without the Company's previous written consent.

7. Warranty

The Company warrants that the Equipment shall be of satisfactory quality and fit for the purpose of dispensing water for a period of 12 months from delivery. Company's sole obligation and Customer's exclusive remedy for any breach of this warranty shall be to remedy any material defect in the Equipment during that period or to replace the Equipment with Equipment of equivalent functionality, provided that the Customer notifies the Company of any defect in writing within ten (10) business days of becoming aware of the defect and allows the Company to inspect the Equipment. Company's obligation to remedy the defect free of charge shall not apply where the defect materialised as a result of misuse, neglect, mishandling or unauthorised manipulation by any person or a breach by Customer of its obligations under clause 6. The Company hereby expressly excludes all other warranties, conditions and representations, whether express or implied (by statute, course of dealing or otherwise) to the fullest extent permitted by law.

8. Limitation of liability

- a. Nothing in the Contract limits any liability which cannot legally be limited including liability for death or personal injury caused by negligence and fraud or fraudulent misrepresentation.
- b. Subject to clause 8a above, the Company shall not be liable for any damage caused by the Equipment, the Bottles, servicing of the Equipment or other performance under the Contract. The sole and exclusive remedy for any breach of condition or warranty express or implied statutory or otherwise including liability for negligence on the part of the Company shall be limited to the repair or replacement of any defective Equipment or other items supplied. The Company's total liability to the Customer under the Contract shall in no event exceed the rental charges paid or payable by Customer in the 12 month period preceding the event giving rise to the claim.
- c. Subject to clause 8a above, the Company shall not be liable under the Contract for any loss of profits, loss of sales or business, loss of actual or anticipated savings, loss of or damage to goodwill, or for any indirect or consequential loss.
- d. The Customer shall be responsible for all damage to and loss or destruction of the Bottles and the rented Equipment and shall pay the Company on demand the replacement, refurbishment or repair costs of any items or Equipment and the Company shall be entitled to utilise any deposits paid by the Customer towards the cost of such.
- e. The Company shall not be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly.

9. Termination

The Company shall be entitled to terminate the Contract forthwith by notice in writing to the Customer at any time in the event that the Customer shall:

- a. not pay when due, any monies under the Contract; or
- b. abandon the rental Equipment or Bottles; or
- c. fail to perform any of its obligations under the Contract; or
- d. become bankrupt or insolvent or being a company make an assignment for the benefit of its creditors or cease to do business as a going concern or enter into liquidation whether compulsory or voluntary or have a receiver appointed or take or suffer any similar action in consequence of debt; or
- e. the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

10. Consequences of termination

Upon termination of the Contract for any reason, the Company may enter the Customer's premises and take immediate possession of any Bottles and rented Equipment. Termination shall not relieve the Customer from any obligation to pay rent or other monies owing to the Company and the Company reserves the right to recover reasonable collections and administration costs, including reasonable legal costs, from the customer. In addition, if the Customer defaults, the Company shall have all rights and remedies which are available to it under applicable law. The Company reserves the right to charge a reasonable fee to cover the costs of administration and collection.

11. General

- a. The Contract contains the entire agreement between the parties and supersedes and shall take precedence over any other agreements, contracts or understandings whether written or oral relating to the Equipment, Bottles and related services which the Customer may attempt to impose.
- b. Any variation must be in writing by an authorised signatory of the Company.
- c. The Company may assign its rights herein without requiring the Customer's consent. The Customer may not assign the Contract or any of its rights under the Contract or the Equipment or Bottles without the Company's express prior written consent.
- d. Any notice given to a party under or in connection with the Contract shall be in writing and shall be sent by email to the following addresses (or an address substituted in writing by the party to be served):
 Company: customerservice@bwt-uk.co.uk
 BWT UK Ltd (the address specified in the Supply Agreement)
 Customer: the address specified in the Supply Agreement.
 Any notice shall be deemed to have been received:
 (i) if delivered by hand, at the time the notice is left at the proper address;
 (ii) if sent within the UK, by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second business day after posting; or
 (iii) if sent by email, at the time of transmission, or, if this time falls outside UK business hours, when business hours resume.
 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- e. The Contract shall be governed by and construed in accordance with the laws of England and the parties submit to the jurisdiction of the English courts.