

TERMS AND CONDITIONS

1. DEFINITIONS

1.1 EMWC

East Midlands Water Company Limited, a private company limited by shares and incorporated under the laws of England and Wales under the registered company number 0297132 whose registered office is 2 Cannock Street, Leicester, Leicestershire, LE4 9HR and shall include any subsidiaries of the Company or its authorised contractors;

1.2 Consumer

Shall be a reference to the individual, company, partnership, or other body that purchases the Goods from EMWC and does not extend to third parties whom may become the ultimate user of the product;

1.3 Goods

Shall be reference to any product sold or supplied by EMWC, including any product developed by EMWC or purchased by EMWC from another source.

1.4 Terms

These Terms and Conditions set out here, set out the Terms of the contract between EMWC and the Consumer in the supply of all Goods by EMWC to the Consumer. Variations of these Terms and Conditions will only apply if agreed in writing with EMWC.

1.5 Formation of the Contract

The contract will be formed when one of the following events occurs;

- If ordering Goods using the EMWC website the contract is formed when the Consumer confirms payment for the Goods listed in the online cart of the Consumer.
- If ordering Goods over the telephone, the contract is formed when the Consumer provides and authorises use of payment details to the telephone operative acting on behalf of EMWC.
- If ordering Goods using an order form, the contract is formed when the Consumer signs the order form.
- If ordering Goods by returning a standing order mandate, the contract is formed upon receipt of the completed standing order mandate from the Consumer.

1.6 Subject matter of the Contract

The subject matter of the contract will be detailed in one of the following formats;

If ordering Goods using the EMWC website, the subject matter of the contract are those Goods listed in the Consumers online cart.

If ordering Goods over the telephone, the subject matter of the contract are those Goods requested by the Consumer to, and confirmed available to the Consumer by, the telephone operative of EMWC.

If ordering Goods using an order form, the subject of the contract are those Goods as set out in the order form.

If ordering Goods by returning a standing order mandate, the subject matter of the contract are the total number of Goods referred to on the standing order or in any literature accompanying the standing order, regardless of a staggered delivery (if any).

1.7 Price and Payment

The price of the Goods that are the subject matter of the contract shall be the price referred to on the website and/or order form and/or standing order mandate and/or by the telephone operative of EMWC. If the Goods are ordered using the EMWC website and/or an order form and/or over the telephone, the Payment for the Goods is due immediately upon formation of the contract. If the Goods are ordered using a standing order mandate, payment for the Goods are to be made in the manner prescribed in the standing order mandate or any accompanying literature. If one of the payments is not made in accordance with the manner set out in the standing order mandate, or any accompanying literature, that payment becomes due immediately together with any payments that were due to be paid at a later date.

2. DELIVERY, PACKING AND HANDLING

2.1 Any date quoted for delivery of the Goods are approximate only and EMWC shall not be liable for any delay in delivery of the Goods, howsoever caused.

2.2 Delivery shall take place by such method as EMWC may, in its absolute discretion decide, to the delivery destination, on or as close to the delivery date as is reasonably practicable in all the circumstances.

2.3 In the event that the Consumer requires a delivery on a day or time outside of EMWC normal delivery hours (Monday to Friday, 0830 – 1800), EMWC reserves the right to make an additional charge, and shall advise the Consumer of any such additional charge when the order is confirmed. For the avoidance of doubt, the delivery date is approximate only, and time shall not be of the essence for delivery.

2.4 Delivery of the Goods shall be deemed to have taken place when they have been delivered to the delivery destination as nominated by the Consumer.

2.5 In the event that payment for the Goods has been, or is to be, made using a debit or credit card, then EMWC reserves the right to only deliver the Goods to the registered address of the card holder of that card.

2.6 If, for any reason, the Consumer is unable to accept delivery of the Goods when the Goods are due and ready for delivery, then EMWC may, in its absolute discretion, arrange the storage of the Goods and the Consumer shall be liable to EMWC for the reasonable costs (including insurance) of such storage. This provision is without prejudice to any of EMWC rights in relation to a failure by the Consumer to take delivery of the Goods or pay for them in accordance with the Terms of the Contract.

2.7 EMWC reserves the right to add a packing and insurance charge to any order to protect any Goods during transit.

3. BREAKAGES, DAMAGES AND INCORRECT ORDERS

3.1 EMWC **must** be notified of any damage or defect in the quality or condition of the Goods, or any incorrect products or a shortage of products within 24 hours of receipt of the Goods by the Consumer. This is required via email to customerservice@emwc.uk.com. Requests for photographic evidence should be supplied via email, as and when requested.

4. RETURNS

4.1 Cancellation prior to despatch.

The Consumer may cancel the order at any point prior to dispatch. This must be done via telephone and not email, as there can be no guarantee that the email will be read in time to stop the order being processed.

Should the Consumer wish to cancel the order prior to dispatch, payment shall be refunded in full within 14 days.

4.2 Cancellation after receipt of Goods – 14 day cooling off period

The Goods must have been ordered via the EMWC website and/or via the telephone and/or via the return of a standing order mandate. The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations will apply.

- 4.2.1 The Consumer must tell EMWC that they no longer require their Goods, within 14 days of delivery, via email to returns@emwc.uk.com or in writing using recorded delivery. No other form of communication for returns can be accepted.
- 4.2.2 Consumers will be issued with a returns code and detailed instructions as to how to return Goods on receipt of their email/letter. Return codes are valid for 14 days
- 4.2.3 The Goods must not have been installed or used in any way.
- 4.2.4 Consumers exercising their right to cancel after the Goods have been delivered, will be responsible for returning the Goods at their own cost and in a re-saleable condition. Returned Goods will only be accepted if they are returned in their original packaging, unused and with all instruction manuals. Goods must be in a condition to be able to return to stores, as new, which includes free of odour.
- 4.2.5 The Consumer has a statutory duty to take good care of the Goods during this 14 day cancellation period and to return the Goods to EMWC.
- 4.2.6 EMWC reserve the right to retain any costs incurred in delivering the Goods to the Consumer as part of the original delivery.
- 4.2.7 Consumers are responsible for obtaining proof of delivery, insurance during transit and proof of receipt of returned Goods with their courier company. EMWC can accept no liability for Goods received damaged on return or non-arrival of Goods.
- 4.2.8 Bespoke/Special order Goods made to consumers own specifications cannot be returned unless faulty. In the case of a fault to bespoke/special order items, a replacement will be supplied, subject to fault testing and necessary checks by EMWC.

- 4.2.9 On returning items, refunds will only be issued upon receipt of returned Goods and subject to criteria 4.2.1 to 4.2.10
- 4.2.10 Should Goods be returned in damaged packaging, EMWC reserves the right to incur charges of up to £35.00 to cover new packaging including but not limited to the examination of the goods and restocking of the item.
- 4.2.11 All refunds will be processed within 14 days from receipt of returned Goods, subject to Terms of return being fulfilled, detailed 4.2.1 to 4.2.10

5. WARRANTY

Should an item become faulty and EMWC accept the item for investigation, the item will remain the property of the Consumer during the investigation. As such Consumers are agreeing to accept their Goods back at the end of the investigation and subsequently pay for their return, should no fault be found. This forms part of the agreement to our Terms and Conditions in accepting Goods under our Warranty agreement.

5.1 EMWC warrants to the Consumer that if the Goods are or become defective and that if in the opinion of EMWC, the defect is due to faulty materials or workmanship, EMWC will from the date of sale of the Goods to the Consumer, and during the warranty period, appropriate to the Goods as advised by EMWC upon formation of contract, repair or replace, at its sole option, free of charge, the Goods, any such defective component part of the Goods, subject to the following Terms:

5.2 The Goods have always been used in accordance with the installation and operating instructions issued by EMWC.

5.3 The EMWC warranty only covers breakdowns or faults due to defect in materials or workmanship. It does not cover wear & tear, gradual deterioration in performance, failure caused by, connection to incompatible equipment, ingress of moisture, fluid or foreign bodies, physical or electrical stress, connection to an electrical supply for which it has not been adjusted, lightning strike, incorrect storage, operation or use of the product in unsuitable environments or inappropriate applications, incorrect installation, lack of regular routine servicing and maintenance, accidental damage or damage caused by negligence or misuse, items considered by EMWC to be of a consumable nature, usage of parts or consumables not approved by EMWC, unauthorised modification, incorrect adjustment or repair and servicing by persons other than those contracted by EMWC.

5.4 Should a breakdown occur, and replacement Goods are provided in place of a repair to the original Goods, the replacement Goods shall be regarded as a like for like replacement and the balance of any remaining warranty period will transfer to the replacement Goods. Subject to product availability, EMWC reserves the right to provide a fully refurbished exchange unit as the replacement Goods. Should this remedy be unavailable, an alternative model will be provided as the replacement Goods. If an alternative model is provided it will be of the same or of a higher specification than the Goods replaced. When replacement Goods are provided, ownership of the replacement Goods will vest in the Consumer and ownership of the replaced Goods will vest in EMWC.

5.5 The sole and exclusive remedy under this warranty against EMWC is for the repair or replacement of the Goods or replacement of any defective parts. No other remedy,

including, without limitation, incidental or consequential damage or loss of whatsoever nature, shall be available.

5.6 This warranty is made available to the Consumer who is the initial purchaser of the product provided that appropriate proof of purchase can be produced. Warranty is not transferable and the place of performance of any service provided under this warranty shall be within the UK and Ireland only.

5.7 EMWC shall not be liable for installation or removal or de-installation or re-installation of the Goods or for call out charges or collection or delivery charges relating to an equipment repair or replacement or for any loss, consequential or otherwise caused by a delay in the performance of services provided for under this warranty and at its sole discretion, subject to Terms prevailing at the time be they territorial or otherwise reserve the right to withdraw in part or total, other services which may have been offered from time to time.

5.8 It is the Consumers responsibility to arrange for the return of the Goods to EMWC. This includes the cost of secure packaging, insurance to cover the Goods during transit from the Consumers address to EMWC and the cost of shipping the Goods. The Goods remain the property of the Consumer during any fault-finding procedures instigated by EMWC.

5.9 Should the Goods be deemed to be faulty and covered under the warranty arrangement, then the cost of returning the Goods to EMWC will be reimbursed. Receipts will be required for reimbursement of costs. EMWC will cover the cost of returning the Goods, once repaired, to the Consumer.

5.10 Where Goods are deemed to be 'fault not found', the packaging, insurance and transit costs will be the responsibility of the Consumer, the owner of the Goods. EMWC reserve the right to charge the Consumer for the cost of returning Goods, including insurance, additional packaging and subsequent charges for storage and Goods disposal should the Consumer decide to not accept the return of their Goods, for whatever reason.

5.11 The warranty does not cover

- Component parts that due to their nature become worn and are expected to be replaced in normal use
- Equipment that has been in use for more than a specified period or operated for more than a specific number of hours as advised by EMWC from time to time
- Equipment not originally supplied by EMWC or through an approved UK or Ireland Reseller.

Nothing in this express warranty affects the statutory rights available to the purchaser of this equipment.

6 DISCLAIMER

The provisions of this disclaimer shall be for the sole benefit of EMWC. All Goods are sold or supplied for use on water supplies only and should not be used for any other purpose. The Consumer of any Goods is continually responsible for the thorough verification of the potential risks associated with and suitability for the use of the Goods. EMWC provides no warranty, and it shall not be implied, whether through any description or otherwise, that

any Goods conform to, or are suitable for any specific purpose, unless written confirmation of such a warranty as to suitability of the Goods for purpose addresses specific Goods and Consumer.

EMWC may recommend to a Consumer, specific Goods. These recommendations are based solely upon the information received by EMWC from or on behalf of the Consumer. Therefore, any recommendations by EMWC to a Consumer in relation to any Goods shall be provided only as an opinion and shall not be construed as an express or implied warranty as to any recommendation given, unless written confirmation of a warranty to that effect is provided by EMWC to the Consumer and the Consumer is referred to the clause immediately preceding this. EMWC takes no responsibility for evaluating the safety or risk levels of any Goods, nor have any Goods been evaluated for safety by the Foods Standards Agency, any government department, or any other agency.

7 TITLE

Title in the Goods will remain with EMWC until cleared funds are received by EMWC in relation to the payment for the Goods.

8 RISK

If it is agreed that the Goods will be delivered to the Consumer, the Goods will be on the Consumers risk upon delivery to him. If it is agreed that the Consumer will collect, the Goods will be on the Consumers risk upon collection by him. If the Consumer is returning Goods by delivery to EMWC, the Goods will be on the risk of EMWC upon delivery. If the Consumer is returning Goods by EMWC collecting the Goods, the Goods are on the risk of EMWC upon collection.

9 DATA PROTECTION

Under the Data Protection Act, and the more recent General Data Protection Regulation, we have a legal duty to protect any information we collect from you. We keep strict security standards to prevent any unauthorised access to it. We collect Consumer's details, included but not limited to their address, contact information, purchases and any communication that passes electronically or otherwise. Cookies are pieces of data that are often created when you visit a website, and which are stored in the cookies directory of your computer. Cookies are created when you visit our site. Our cookies store a random number on your computer to help us count the number of times users return to our site. The cookies do not contain any personal information about you, and they cannot be used to identify an individual user. You can set your browser not to accept cookies. We do not pass on any personal information you have given us to third parties. This privacy policy applies only to our site, so you should always be aware when you are moving to another site and read the privacy statement of any other site(s) that collect personal information about you. We do not pass on any personal information you have given us to any other site. Where you are directed to our website site from another site (for example a search engine) we may receive personal information relating to you from the other site(s). You should read the privacy policies applicable to such sites as these will govern the use of any personal information that you provide when accessing such sites and which is provided to us. If you wish to see our records of any correspondence you have sent to us, or if you have a query or complaint about this privacy policy or about the site, you can contact us by email. If this privacy policy changes in any way, we will place an updated version on this page. Regularly reviewing this page ensures you are always aware of what information we collect, how we use it and under what circumstances, if any, we will share it with other parties. We reserve the right to contact you regarding essential replacement products and servicing that will ensure the equipment we

have supplied you with, will continue to operate at optimum performance, ensuring your health and wellbeing.

10 RESTRICTION ON USE OF THIS SITE AND ITS CONTENT

The Site is owned and operated by us. All materials appearing on the site, including the text, site design, logos, graphics, icons, and images, as well as the selection, assembly, and arrangement thereof, are the sole property of us. You agree to use the content of the site only for your personal use and for no other purpose. We authorise you to download and print documents and portions of documents, including but not limited to information published by us on the site and expressly labelled as "downloadable", solely for personal viewing and browsing purposes. However, any technical information that you download is also governed by these Terms and Conditions. Any other copying, modification, reproduction, performance, display, incorporation into any other web site or other work, mirroring the site, redistribution, retransmission, or publication of any downloaded material is strictly prohibited without our express written consent. You agree not to change or delete any copyright, trademark, or other proprietary notices from any copy of these documents which you download or print. You must give us prior written notice if you wish to link any other web page, etc. to our website. Such notice should be sent to the address of our registered office. We reserve the right to refuse anyone permission to link to our site, for any or no reason.

11 GENERAL

The contract shall be governed and construed according to the laws of England and Wales and the parties submit to the exclusive authority of the Courts of England and Wales. If any provision in these Terms and Conditions is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and these Terms and Conditions shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of these Terms and Conditions. The remaining provisions of these Terms and Conditions shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this these Terms and Conditions. The masculine gender shall include the feminine gender and the singular shall include the plural and vice versa.

Every purchase order made through the EMWC website is subject to acceptance of these Terms and Conditions. We retain the right to amend these Terms and Conditions at any time. This includes the right to amend, remove or vary the content of anything displayed on the website, without notice. The website user takes entire responsibility to read these Terms and Conditions each time they place an order. These Terms and Conditions do not affect your statutory rights. Once an order has been placed, the website user assures their agreement of these Terms and Conditions and we will treat their order as an acceptance of these Terms and Conditions. Equally those Consumers who contact EMWC by phone and place an order, will receive an email to confirm their order. These Terms and Conditions will also form a contract relating to the Terms and Conditions as part of their verbal purchase.