

Effective from 1.6.14

## DEFINITIONS

### 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;

### 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;

### 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.

### CONDITIONS APPLICABLE

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.

### 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 postage of the completed standing order mandate by the consumer.

### 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).

#### 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.

#### WARRANTY

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 conditions:

- a) The goods have always been used in accordance with the installation and operating instructions issued by EMWC.
- b) The 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.
- c) 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.

d) 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.

e) 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.

f) 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 conditions 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.

g) 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.

## 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 is 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.

Your right to cancel. If the Goods are 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. To invoke your rights under the regulations you **must** contact [returns@emwc.uk.com](mailto:returns@emwc.uk.com) within 14 days of delivery of your Good(s), quoting your order number. You will be issued with a returns code, which must be clearly visible on the package containing the Good(s) that are being returned. The Good/s must be returned in the original packaging be unused and in a saleable condition. If the return code is not clearly visible on the package enclosing the returned Good(s) delivery will be refused. If you have invoked your rights under these regulations the risk and cost of returning any good/s is your responsibility. EMWC reserve the right to retain any costs incurred in delivering the good/s to you.

#### TITLE

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

#### RISK

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

#### THE DATA PROTECTION ACT

Under the Data Protection Act, 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 customer'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

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#### GENERAL

The contract shall be governed and construed according to the laws of England and Wales and the parties submit to the exclusive jurisdiction 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.