Culligan – Rental Terms & Conditions

1. Scope and Effect

1.1 In these rental terms & conditions ("**Conditions**") the following terms apply:

1.1.1 "Authorised Persons" means Customer's officers, directors, internal members and internal partners, employees, consultants, subcontractors or professional advisers, and any other person who has been previously approved in writing by Culligan.

1.1.2 "Confidential Information" means any information in relation to the Equipment in whatever form (whether in writing, electronic or digital form, verbally or by inspection of documents, computer systems or sites or pursuant to discussions or by any other means) which is confidential in nature, designated orally or in writing by Culligan as confidential or which may reasonably be considered by a business person to be commercially sensitive provided by Culligan (directly or indirectly) by any means to the Customer (or to any Authorised Person) before or after the date of this Contract in connection with or in anticipation of this Contract including: (a) data, ideas and information (whether technical, commercial, financial or of any other type) in any form acquired under, pursuant to or in connection with this Contract and any information utilised in or relating to Culligan's (or its group members') business (including information relating to products (bought, manufactured, produced, distributed or sold), services (bought or supplied), operations, processes, formulae, methods, plans, strategy, product information, know-how, design rights, trade secrets, market opportunities, customer lists, commercial relationships, marketing, sales materials and general business affairs); (b) information relating to the customers, suppliers, methods, products, plans, finances, trade secrets or otherwise to the business or affairs of Culligan (or its group members); and (c) pricing, fees, commercial terms and discounts not made publicly available.

1.1.3 "Contract" shall mean the contract between the Customer and Culligan for the provision of Equipment and/or Goods, which consists of the Order and these Conditions and is formed upon the acceptance of the Order by Culligan.

1.1.4 "Culligan" means Culligan (UK) Limited, One Forbury Square, The Forbury, Reading, Berkshire, United Kingdom, RG1 3BB, (registered in England and Wales with company number 02418453).

1.1.5 "Customer" means the person, partnership, unincorporated association, company or other organisation named in the Order.

1.1.6 "Deposit" means a deposit charged for each bottle purchased, refunded when returned undamaged. Some bottled products in our range are not subject to deposits, such as non-return bottles.

1.1.7 "Equipment" means the equipment rented to the Customer under these Conditions as listed in the Order and all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for it.

1.1.8 "Extended Term" has the meaning given to it in clause 13.1;

1.1.9 "Force Majeure Event" means any event beyond Culligan's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable.

1.1.10 "Goods" means any consumables ordered by the Customer for use with the Equipment (including but not limited to water bottles, cups, drip mats);

1.1.11 "Initial Term" means the minimum term set out in the Order starting from the date specified therein or otherwise agreed in writing by Culligan and the Customer.

1.1.12 "Installation fee" means the installation fee set out in the Order and payable by the Customer for installation of the Equipment at the Site.

1.1.13 "Order" means the order placed by the Customer requesting Equipment and/or Goods from Culligan.

1.1.14 "Minimum Quantity" means the minimum number of Goods to be ordered during each calendar month as set out in the Order;

1.1.15 "Price" means the price of the Goods applicable at the time the Order is placed by the Customer.

1.1.16 "Rental Payment" means the amount to be paid by the Customer for renting the Equipment and the routine periodic servicing, as specified in the Order.

1.1.17 "Rental Period" means the Initial Term plus any Extended Term.

1.1.18 "Sanctioned Person" means any person, whether a natural person or a legal entity: (a) which is listed on a Sanctions List, which means any of the lists issued or maintained by a Sanctions Authority designating or identifying persons that are subject to Sanctions, in each case as amended, supplemented or substituted from time to time, including the UK Sanctions List, Consolidated List of Financial Sanctions Targets in the UK and the Consolidated United Nations Security Council Sanctions List; or (b) established or organised in a country or region subject to comprehensive Sanctions; or c) which is directly or indirectly owned or controlled by any of the persons referred to in (a) or (b); or (d) resident, domiciled or located in, or incorporated or organised under the laws of any of the Sanctioned Countries (which means any country or region that is subject to a trade embargo or a country that is subject to any Sanctions or is otherwise subject to country-wide Sanctions), or (e) which is otherwise subject to Sanctions or will be subject to sanctions during the term of the Contract.

1.1.19 "Sanctions" means any laws or regulations relating to economic or financial, trade, immigration, aircraft, shipping or other sanctions, export controls, trade embargoes or restrictive measures from time to time imposed, administered or enforced by a Sanctions Authority, which means (a) the United Nations; (b) the United States of America (including the U.S. Department of the Treasury's Office of Foreign Assets Control); (c) the United Kingdom; or (d) the European Union or a present or future Member State, or (e) any other relevant authority with jurisdiction, to the extent permitted by the laws and regulations applicable to the performance of the Contract.

1.1.20 "Site" means the premises specified in the Order and to which the Equipment and Goods shall be delivered.

1.2 Culligan shall rent the Equipment to the Customer during the Rental Period, subject to these Conditions.

2. Orders

2.1 The Customer may place an Order by telephone, website, email, post or in person.

2.2 Each Order constitutes an offer by the Customer to rent the Equipment and/or purchase Goods in accordance with these Conditions. No Order is binding until acceptance has been issued in writing by Culligan, at which point the Contract shall come into existence.

2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Any reference by the Customer to its own terms and conditions shall be deemed null and void and shall not apply, even if Culligan does not expressly object to them. Any deviation from or amendment to these Conditions shall only be binding if expressly agreed in writing by an authorized representative of Culligan.

2.4 Any quote issued by Culligan will remain capable of acceptance for 30 days from the date of receipt by the Customer. After this date, the quote will be deemed ineffective.

2.5 Before the Customer places and order for an Equipment consisting of a bottle-free water cooler system, the Customer should check that the Site has an accessible mains water supply within 15 metres of where the Customer wishes the Equipment to be located at the Site. Culligan will not be able to install the Equipment unless this condition is met. If Culligan attends the Site to install the Equipment, but its engineer discovers that the Equipment cannot be installed because this condition is not met, Culligan may terminate the Contract, and no refund of any Installation Fee will be made.

2.6 Any quote provided by Culligan is based on the information provided by the Customer at the time of the quote. Any variation accepted by Culligan may result in adjustment to the Rental Payment, the Price, delivery and any installation.

2.7 Upon execution of the Contract, Culligan shall issue an invoice for the Installation Fee.

2.8 The payment of money at the time an Order is placed by the Customer does not constitute acceptance of the Order. In the event of non-acceptance of Orders by Culligan, Culligan will return any sums received, without interest.

2.9 Without prejudice to the execution of Orders already accepted, Culligan may at any time withdraw the production and supply of any of the Equipment and/or Goods without any liability to the Customer.

2.10 The Customer shall inform Culligan of any special requirements, environmental considerations, regulations (statutory or otherwise), variations or hazards applicable to the Site. Culligan shall be entitled to terminate any Order or cancel any delivery or installation should the Customer fail to provide such information at the time the Customer places the Order.

2.11 The Customer shall purchase the Minimum Quantity in each calendar month during the Rental Period. Any failure by the Customer to purchase the Minimum Quantity in any calendar month shall entitle Culligan to require the

Customer to pay the difference between the value of the Minimum Quantity in the relevant calendar month and the actual value of Goods purchased by the Customer in respect of that calendar month.

3. Delivery and Installation

3.1 Culligan shall deliver the Equipment and the Goods to the Site. Culligan shall use all reasonable endeavours to effect delivery by the date and time agreed between the parties subject to payment of Culligan's standard delivery charges applicable at the time the Order is placed by the Customer. Time shall not be of the essence in relation to delivery obligations and Culligan shall not under any circumstances be liable for any delay in provision, however caused. Where the Customer has requested an alternative delivery service to Culligan's standard delivery service, the Customer shall pay such additional charges for that service as specified by Culligan.

3.2 Unless otherwise agreed by the parties, Culligan shall install the Equipment at the Site at the Customer's expense.

3.3 The Customer shall procure that a duly authorised representative of the Customer shall be present at the installation of the Equipment. Acceptance by such representative of installation shall constitute conclusive evidence that the Customer has examined the Equipment and has found it to be in good condition, complete and fit for the purpose for which it is intended (save as regards any latent defects not reasonably apparent on inspection). If required by Culligan, the Customer's duly authorised representative shall sign a receipt confirming such acceptance.

3.4 If the Customer is unable to receive the Equipment at the agreed time and place, Culligan may charge additional delivery costs for any reattempted deliveries.

3.5 If any structural, plumbing, or electrical modifications are necessary for installation, the Customer shall be responsible for ensuring such work is completed prior to the scheduled installation date, unless agreed otherwise with Culligan.

3.6 Culligan reserves the right to refuse installation if the Site does not meet required standards, poses a health and safety risk, or fails to comply with the pre-installation assessment criteria. In such cases, rescheduling charges may apply.

3.7 Culligan is not responsible for any modifications to the Customer's premises or for any remedial work required following Equipment removal at the end of the Rental Period.

4. Use of Equipment

4.1 The Customer shall:

4.1.1 take reasonable care of the Equipment so that the Equipment shall at all times be in good condition (fair wear and tear excepted);

4.1.2 not to relocate, alter or make an addition to the Equipment without the prior written consent of Culligan and not to alter any identifying mark or number thereon;

4.1.3 keep the Equipment in the control of the Customer and to keep Culligan informed of its location and not to attempt to purport to lend, sell, dispose or encumber the Equipment in any way;

4.1.4 not to suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process;

4.1.5 permit the use of the Equipment only in accordance with Culligan's instructions and by trained competent staff provided that such instructions and any required training is provided by Culligan;

4.1.6 give immediate written notice to Culligan of any loss or damage to the Equipment; and

4.1.7 not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of Culligan in the Equipment.

4.2 Only Culligan water bottles may be mounted on Culligan Equipment. The Customer shall be fully responsible for any damage, including to the Culligan appliances, resulting from the use of water bottles manufactured by third parties, the use of third-party appliances, or the re-filling of Culligan water bottles.

4.3 Where the Customer has an IoT-enabled Equipment, Culligan may provide remote monitoring. This feature is only available on specific models and is not included with all Equipment.

4.4 Culligan is not liable for any service interruptions caused by external factors such as:

4.4.1 connectivity failures;

4.4.2 power outages; or

4.4.3 network issues beyond its control.

4.5 The Customer is responsible for ensuring a stable internet connection where applicable for IoT-enabled Equipment operation.

5. Price

5.1 The Customer shall pay the Rental Payment for the Equipment, without deduction, counterclaim or set-off.

5.2 The Price shall be as specified in the quote issued to the Customer by Culligan, or where no quote is issued, in the price lists in force at the time of acceptance of the Order by Culligan.

5.3 The Rental Payment and the Price are exclusive of value added tax, delivery, packing costs, shipping costs, insurance, installation costs, sanitisation costs, removal costs, recycling costs which will be charged separately and

added to the Rental Payment and the Price, at Culligan's standard delivery charges applicable at the time the Order is placed by the Customer.

5.4 Culligan reserves the right to recharge the Customer for (i) recycling contributions and/or Eco-fee in respect of each rented Equipment or sold Goods, (ii) miles taxes relating to deliveries, (iii) packaging contributions and taxes, (iv) congestion and emissions zone charges, and for any other contributions, taxes or costs that would be applied by a public authority in the United Kingdom in the future in connection with the Goods and services provided by Culligan.

5.5 Culligan may charge Supplementary Charges for:

5.5.1 Repairs necessitated by misuse, vandalism, or failure to follow maintenance guidelines.

5.5.2 Non-routine maintenance not covered under the standard service agreement.

5.5.3 Missed service appointments caused by the Customer.

5.5.4 Lost, damaged, or unreturned bottle charges (as outlined in clause 6.3).

5.6 After the elapse of 12 months from the Contract commencement date the Rental Payment may be increased on written notice of no less than 30 days once in any 12-month period by no more than 5% above the Consumer Price Index.

5.7 Culligan reserves the right on 30 days written notice to increase the Rental Payment in the event of an increase of Culligan's costs including but not limited to any increase in operating costs (including without limitation, costs arising from increase in the fuel prices), the introduction of new taxes or tax increases, and/or the imposition to Culligan of regulatory or legal obligations that increase Culligan's costs or impact the continuity of supply and service.

5.8 If any law, charge, regulation, levy or tax etc. is changed after the date of a quote issued by Culligan, which affects Culligan's performance of the Order, the Rental Payment, the Price, delivery and any installation may be varied by Culligan accordingly.

6. Deposit

6.1 A refundable Deposit is charged for each returnable bottle supplied under this Contract.

6.2 The Deposit amount is specified in the Order and will be refunded when the bottle is returned in an acceptable condition, as outlined below.

6.3 A bottle is eligible for a refund if:

6.3.1 It is returned undamaged and in a reusable condition (fair wear and tear excepted).

6.3.2 It is free from cracks, excessive scratches, contamination, or structural damage that would prevent reuse.

6.3.3 It is returned within the Rental Period or upon termination of this Contract.

6.4 Refunds shall be rejected for bottles that:

6.4.1 Are damaged beyond reuse, including cracks, breaks, or contamination.

6.4.2 Show excessive wear and tear that prevents safe reuse.

6.4.3 Are returned without required components (such as caps or handles, where applicable).

6.5 Refunds for returned bottles shall be issued as a credit to the Customer's account and may be applied to future invoices or deducted from the final balance upon termination. If the Customer has outstanding balances, the Deposit credit will be automatically applied to reduce the amount owed.

6.6 If bottles are not returned at the end of the Rental Period, or are damaged beyond reuse, the Deposit will not be refunded, and Culligan will charge a lost bottle fee equal to the Deposit amount per bottle. Any unreturned or damaged bottle charges shall be included in the Customer's final invoice without further notice.

6.7 The Customer must:

6.7.1 Store bottles safely and in a condition suitable for return.

6.7.2 Return bottles promptly to avoid additional charges.

6.7.3 Ensure bottles are used only for storing and dispensing Culligan water.

6.7.4 Not modify or alter bottles in a way that renders them unsuitable for reuse.

7. Payment

7.1 Payments must be made in full and in cleared funds without set off or deduction or withholding on the date agreed by the parties in each individual Order, or where not stated, within 30 days of the date of the invoice.

7.2 Invoices shall be delivered electronically to the email address elected by the Customer and notified to Culligan. Should the Customer elect to receive paper invoices, the Customer shall pay a fee of £5 for each invoice.

7.3 If any direct debit is returned unpaid or if any other form of payment is not honoured for whatever reason, the Customer shall pay Culligan on demand a fee of £20.

7.4 If the Customer fails to make any payment in full by the due date ("Due Date"), then the Customer shall pay interest on the overdue amount at the applicable statutory rate under the Late Payment of Commercial Debts (Interest) Act 1998 in addition to any reimbursement of expenses for the cost of credit recovery. Such interest shall accrue on a daily basis

from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment. In the event that this rate of interest is deemed unenforceable, the Customer shall pay interest at the highest rate permitted by applicable law.

7.5 Without limiting its other rights or remedies, Culligan may suspend provision of any services related to the Equipment or of the Goods under the Contract or any other contract between the Customer and Culligan if the Customer fails to pay any amount due under this Contract on the Due Date, until such time as the payment is made.

7.6 Where delivery of the Equipment and/or the Goods is delayed at the request of the Customer, Culligan reserves the right to invoice for the Equipment and/or Goods in accordance with the billing payment terms set out in the Order.

7.7 In the event of default or delay of payment by the Customer, Culligan reserves the right to immediately revoke any discount and invoice the Customer for the undiscounted amount.

8. Risk, Title and Insurance

8.1 The risk in the Equipment and Goods shall pass to the Customer on their delivery to the Site.

8.2 The Equipment shall at all times remain the property of Culligan and the Customer shall have no right, title or interest in the Equipment (save the right to possession and use of the Equipment subject to these Conditions).

8.3 Title to the Goods shall not pass to the Customer until Culligan has received payment in full (in cash or cleared funds) for the Goods. Until title to the Goods has passed to the Customer, the Customer shall:

8.3.1 hold the Goods on a fiduciary basis as Culligan's bailee;

8.3.2 store the Goods separately from all other Goods held by the Customer so that they remain readily identifiable as Culligan's property;

8.3.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

8.3.4 notify Culligan immediately if it becomes subject to any of the events listed in clause 13.4; and

8.3.5 give Culligan such information relating to the Goods as Culligan may require from time to time.

8.4 At any time before title to the Goods passes to the Customer, Culligan may require the Customer to deliver up the Goods or may enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

8.5 The Customer agrees to keep the Equipment comprehensively insured against loss, theft, damage or destruction or other such risks which Culligan may reasonably request during the Rental Period with a reputable insurer for its full replacement value and to cover any third party or public liability risks of whatever nature and however arising in connection with the use of the Equipment.

8.6 The Customer agrees to provide copies of all insurance policies to Culligan upon request and to pay promptly all premiums and maintain such policy throughout Rental Period.

9. Equipment Warranty

9.1 If the Equipment does not function as indicated in its accompanying instruction manual for the Rental Period, Culligan will, at its sole discretion as it considers appropriate repair or replace the Equipment and this shall be the sole remedy of the Customer in relation to damage or defects to the Equipment whether apparent on delivery or before or after installation.

9.2 The Customer shall not return any damaged or defective Equipment to Culligan without Culligan's consent.

9.3 Culligan shall be under no liability under clause 9.1 in relation to any defective Equipment if:

9.3.1 the defect is not notified to Culligan within 3 working days of delivery of the Equipment to the Site in respect of Equipment damaged at the time of delivery; or

9.3.2 any damage or defect is due to the Customer's use of the Equipment other than in accordance with the instructions issued with the Equipment.

9.4 Save as expressly provided in these Conditions all warranties, conditions or terms implied by statute or common law are excluded to the fullest extent permitted by law.

9.5 Upon any failure or defect of the Equipment or if the Equipment becomes a health and safety hazard:

9.5.1 the Customer shall notify Culligan as soon as possible and take all reasonably necessary measures to mitigate the effect of such fault or hazard; and

9.5.2 subject to Condition 9.5.1, Culligan shall, as soon as reasonably practicable, take all proper steps to repair or replace all or part of the Equipment at its own costs.

10. Routine Maintenance Coverage

10.1 Culligan shall use reasonable commercial endeavours to carry out the routine periodic servicing of the Equipment and the replenishment of the consumables.

10.2 The Customer is responsible for ensuring that the Equipment is accessible to carry out the routine periodic servicing.

10.3 Where routine servicing frequency has been adjusted as part of the Culligan's ongoing service model, alternative customer support measures (such as hygiene kits) may be purchased. Such adjustments do not constitute a reduction

in service quality or a breach of Culligan's contractual obligations.

10.4 The Rental Payment does not cover repairs required due to:

10.4.1 Misuse, vandalism, or exposure to improper environmental conditions, including but not limited to extreme temperatures, water damage, or electrical surges.

10.4.2 Accidental, negligent, or wilful damage caused by the Customer or a third party.

10.5 If a fault or damage falls outside the scope of routine maintenance, any remedial work shall be chargeable at the Culligan's standard rates. The Customer shall be responsible for all associated charges in addition to Rental Payments.

10.6 Culligan may require pre-payment or pre-authorisation before undertaking chargeable repairs. Such services shall not be scheduled or performed until payment has been received in accordance with clause 7.

11. Liability

11.1 Culligan's maximum aggregate liability to the Customer under or in connection with this Contract, covering any loss of or damage to the Site (including its fixtures and fittings) caused by an act or omission of Culligan, shall in no circumstances exceed 120% of the total amount paid by the Customer to Culligan under the Contract in the preceding 12 months.

11.2 The Customer will indemnify and keep indemnified and held harmless Culligan against any loss or damage (including legal costs and management time) in respect of a claim by any third for loss or damage caused by any of the Equipment, where such loss or damage arises from the wrongful or negligent act or omission of the Customer.

11.3 Nothing in these Conditions limits or excludes Culligan's liability for:

11.3.1 death or personal injury caused by Culligan's negligence;

11.3.2 fraud or fraudulent misrepresentation;

11.3.3 any matter in respect of which it would be unlawful for Culligan to exclude or restrict liability.

11.4 Culligan shall under no circumstances be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profits, sales, business, or revenue; loss or corruption of data, information or software; loss of business opportunity; loss of anticipated savings; loss of goodwill; or any indirect or consequential loss, arising under or in connection with the Contract.

12. Intellectual Property Rights

12.1 All intellectual property rights subsisting in the Equipment and the Goods belong to Culligan absolutely and they shall not be reproduced, disclosed or commercially exploited by the Customer without Culligan's written consent.

13. Termination

13.1 On the expiry of the Initial Term, the rental of the Equipment shall automatically continue for successive periods of 12 months (each an **Extended Term**) on the same terms provided that the Rental Payments during each Extended Term shall be Culligan's list prices in force at the start of the relevant Extended Term, unless either Party terminates the Contract by giving not less than 3 months' notice before the expiry of the Initial Term or the current Extended Term.

13.2 If the Customer terminates the Contract prior to the expiry of the Rental Period, other than in the case of material breach by Culligan, the Customer shall, upon demand, pay Culligan compensation equal to the loss of profit suffered by Culligan resulting from such early termination. Payment of the loss of profit shall be without prejudice to Culligan's right to recover any additional losses or damages that can be reasonably demonstrated.

13.3 The Customer may request by giving not less than 3 months' notice in writing to Culligan prior to the expiry of the Initial Term or the then current Extended Term that Culligan replaces the Equipment at the end of the Initial Term or the then current Extended Term with different equipment subject to a new Order being submitted by the Customer and accepted by Culligan. Therefore, the replacement of the Equipment will be subject to a new Contract with potentially revised pricing and terms.

13.4 Without prejudice to any other rights or remedies which Culligan may have, Culligan may terminate the Contract and any or all Orders immediately on notice if the Customer:

13.4.1 fails to pay any sum due within 30 days from the due date for payment;

13.4.2 commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of the Customer being notified to do so;

13.4.3 has provided false or misleading information, engaged in fraudulent activities, or misrepresented their identity, financial status, or business operations when entering into this Contract;

13.4.4 is unable to pay its debts, or becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or has an administrative or other receiver, manager, trustee, liquidator, administrator or

similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction; or

suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

13.5 If any of the events set out in clause 13.4 above occurs in relation to the Customer, then:

13.5.1 Culligan may enter, without prior notice, any premises of the Customer (or premises of third parties with their consent) where the Equipment and the Goods may be and repossess and dispose of or sell the Equipment and any Goods found which are owned by Culligan so as to discharge any sums due to Culligan under the Contract or any other agreement with the Customer;

13.5.2 Culligan may withhold or stop delivery of any Equipment and/or Goods;

13.5.3 Culligan may cancel, terminate and/or suspend without liability to the Customer any contract with the Customer; and/or

13.5.4 all monies owed by the Customer to Culligan shall immediately become due and payable.

13.6 Upon termination of the Rental Period, howsoever caused the Customer shall, at Culligan's option, either immediately deliver the Equipment in good order and repair and condition to Culligan's address or such other place that Culligan may direct in writing; or give Culligan and its authorised representatives access to the premises where the Equipment is located to retake possession of the Equipment.

13.7 If the Customer fails to return the Equipment within the agreed timeframe, Culligan may:

13.7.1 charge a late return fee equivalent to the pro-rated Rental Payment; and

13.7.2 recover the Equipment from the Site at the Customer's expense.

13.8 The Customer is responsible for ensuring that the Equipment is accessible and ready for collection. If the Equipment is not available for collection, additional charges may apply.

13.9 The Equipment must be returned to Culligan in good condition (fair wear and tear excepted). If the Customer fails to allow Culligan to collect the Equipment or to return the Equipment to Culligan (where this has been agreed with Culligan) and/or the Equipment is not returned in good condition as required under clauses, Culligan shall ask the Customer to pay the cost of a replacement.

13.10 When uninstalling the Equipment, Culligan's responsibility shall be limited to ensuring that any hole is plugged. The non-return valve that Culligan fits to Customer's mains water supply during the Equipment installation shall be put in the "off" position. Subject to clause 11, Culligan shall not be responsible for any loss or damage the Customer may suffer after the Equipment has been uninstalled.

14. Confidentiality

14.1 The Customer undertakes to Culligan that it shall, and shall procure that its Authorised Persons shall keep all the Confidential Information secret and confidential, and not disclose any of the Confidential Information to any person other than any of the Authorised Persons, and not receive, store, transmit, access, read, analyse, disclose, share, print, copy, reproduce, extract, modify, adapt, incorporate, exploit or use Confidential Information in whole or in part in any manner whatsoever ("Use") except to the extent reasonably necessary for this Contract and its purpose, and not Use or benefit from any Confidential Information to procure any commercial advantage over Culligan.

14.2 The Customer's confidentiality obligations under this contract shall survive and subsist in relation to any Confidential Information (notwithstanding the prior termination or expiry of this contract) for a period of three (3) years from the date of the last disclosure under this contract of any Confidential Information by Culligan or for so long as the relevant information remains confidential, whichever is longer. The Customer acknowledges that ownership of the Confidential Information remains property of and vested in and shall vest in Culligan and its licensors, and that no licence or right is granted to the Customer other than to the extent expressly set out in this Contract.

14.3 The Customer shall indemnify Culligan from and against, and shall pay to Culligan on demand all sums incurred by Culligan in respect of, all and any losses, damages (including any consequential, direct, indirect, special, incidental or punitive damages or loss or any other form of economic loss), liability, costs (including legal fees), expenses, claims (including any settlements of claims before or after issue of proceedings), actions, proceedings, judgment sums (including sums arising from consent orders or judgments) fines and penalties, however arising out of, or in connection with, the breach of any obligation under this clause by the Customer or the unauthorised disclosure or Use of any of the Confidential Information by the Customer or by any of its Authorised Persons.

15. Sanctions compliance

15.1 The Customer represents and warrants on a continuing basis that neither it, nor any of its respective affiliates, subsidiaries, principals, partners, sub-contractors, officers, representatives, directors, managers, shareholders, ultimate beneficial owners or persons exercising control over it, employees, agents or any other persons working on its behalf is a Sanctioned Person, and/or is: (i) a Sanctioned Person; (ii) subject to any Sanctions; or (iii) a Politically Exposed Person, except where fully disclosed to and approved in writing by Culligan and does not contravene any Sanctions.

15.2 At all times during the term of this Contract, the Customer and its directors, officers, shareholders, ultimate beneficial owners or persons exercising control over it, employees, sub-contractors, subsidiaries, affiliates, representatives, and agents shall: (i) not contravene any Sanctions; (ii) not do, or omit to do, any act that will cause or lead Culligan to contravene any Sanctions; (iii) not deal in any way, whether directly or indirectly, with any person subject to any Sanctions, located in any of the Sanctioned Countries, or directly or indirectly controlled by the government of any of the Sanctioned Countries including by selling, transferring, or making available goods or services in connection with this Contract to, or procuring, purchasing, or sourcing goods or services in connection with this Contract from the aforementioned persons; or (iv) implement adequate policies and procedures to ensure compliance with Sanctions.

15.3 The Customer shall:

15.3.1 not use, directly or indirectly, any Equipment purchased or rented from Culligan, or permit the Equipment to be transferred (or otherwise make the Equipment available) in violation of any Sanctions, including participation in or contribution to any activities or business of, with, or in connection with any Sanctioned Person;

15.3.2 not enter into a transaction to sell, supply, export or reexport, directly or indirectly, any Equipment, Goods or services supplied under or in connection with this Contract to any third party if such transaction would be a breach of Sanctions for Culligan to enter into such transaction in place of the Customer;

15.3.3 not use any proceeds or benefits from activities or transactions with a Sanctioned Person to settle any amounts owed to the Culligan under or in connection with this Contract;

15.3.4 set up and maintain an adequate monitoring mechanism to avoid any act or omission that would be a breach of clauses 15.3.1, 15.3.2 or 15.3.3 above.

15.3.5 notify Culligan in writing as soon as reasonably practicable if at any time during the Rental Period there is any fact or circumstance that would give rise to a breach of the warranties given in this article and if it becomes aware of any breach of this article.

15.4 If at any time during the term of this Contract the Customer, including any of its directors, officers, shareholders, ultimate beneficial owners or persons exercising control over it, employees, sub-contractors, affiliates, representative, agents or any of its subsidiaries becomes a Sanctioned Person or subject to Sanctions, contravenes Sanctions or breaches its warranties and obligations under this clause 15, Culligan in its absolute discretion and without affecting any other right or remedy available to it under the Contract may:

15.4.1 suspend the performance of the Contract with immediate effect by written notice to the Customer, until such time as the Customer, including any of its directors, officers, shareholders, employees, sub-contractors, or any of its subsidiaries, is no longer a Sanctioned Person, subject to Sanctions, or contravening Sanctions and until Culligan has notified the Customer in writing that the performance under this Contract is no longer suspended; or

15.4.2 terminate this Contract with immediate effect by written notice to the Customer and the effect of termination for breach on the part of the Customer provided under this Contract shall apply.

15.5 In addition, Culligan may terminate this Contract immediately on written notice and without liability if, at any time: (i) continued performance would cause Culligan to breach or be exposed to risk under any applicable sanctions regime, U.S. Executive Order, or other applicable law or regulation, or (ii) any supervening change in law or regulation requires or reasonably necessitates termination.

15.6 Any termination under this clause 15 shall be without penalty or liability to Culligan, and the Customer shall have no claim for loss, damages, compensation or reimbursement arising from such termination.

16. Force Majeure

16.1 Culligan shall not be liable for any failure or delay in performing any of its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event or to the extent that such failure or delay is caused or requested by the Customer.

16.2 If a Force Majeure Event occurs that affects the performance of Culligan's obligations under the Contract, Culligan will notify the Customer as soon as reasonably possible and Culligan's obligations under the Contract will be suspended and the time for performance of such obligations will be extended for the duration of the Force Majeure Event. In the event that a Force Majeure Event continues for more than 6 weeks, the Customer or Culligan shall be entitled to terminate the Contract.

17. Notice

17.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered personally or sent by pre-paid first-class post or recorded delivery to the address referred to at the beginning of the Contract.

18. Financial Solvency

18.1 The Customer warrants that it has reasonable grounds to believe that it is financially solvent and able to meet its contractual obligations, including making all payments as they become due. The Customer shall promptly notify Culligan in writing of any change in its financial circumstances that may adversely affect its ability to fulfil these obligations.

19. Severance

19.1 If any provision of these Conditions or any other term of the Contract is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms (or capable of modification), be deemed omitted from the Contract (or modified as appropriate) and shall in no way affect the legality, validity or enforceability of the remaining terms which shall remain in full force and effect.

20. Variation

20.1 No variation of these Conditions or the Contract shall be valid or effective unless it is in writing and is duly signed or executed by, or on behalf of, each party, without prejudice to the provisions of clause 26.2.

21. Waiver

21.1 The failure of either party to enforce or to exercise any term or right under the Contract shall not be a waiver of such term or right and shall not affect such party's right to later enforce or exercise it.

22. Rights of Third Parties

22.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to the Contract except to the extent that any provision of these Conditions expressly provides otherwise.

23. Partnership

23.1 Nothing in this Contract shall be deemed to create a partnership, joint venture, or agency relationship between the Parties.

24. Assignment

24.1 Culligan may at any time assign in whole or in part its rights and obligations arising from or in connection with the Contract.

24.2 The Customer may not assign in whole or in part its rights and obligations arising from or in connection with the Contract without the prior written consent of Culligan.

25. Entire Agreement

25.1 The parties agree that the Contract constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral, in respect of its subject matter.

26. Amendments and location of these Conditions

26.1 Culligan maintains the master copy of these Conditions at www.culligan.co.uk. This document represents the latest version of these Conditions and supersedes any previous versions.

26.2 Culligan reserves the right to update or modify these Conditions to reflect changes in business operations, legal requirements, or industry standards. Any modifications will take effect from the date specified in the updated version.

27. Applicable Law and Jurisdiction

27.1 These Conditions shall be construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.