

CONDITIONS OF SALE - CUK



CONDITIONS OF SALE

These Conditions of Sale ("Conditions") govern all current and future sales Contracts between Culligan (UK) Limited ("Culligan") and the customer identified in the Order ("Customer"). Unless expressly waived in writing, 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. By ordering any Goods and/or Services from Culligan, the Customer agrees to be bound by these Conditions.

1. DEFINITIONS

- 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.
- 1.2 "Confidential Information" means any information in relation to the Goods or Services 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.
- 1.3 "Contract" shall mean the contract between the Customer and Culligan for the provision of Goods and/or Services, which is formed upon the acceptance of the Order by Culligan;
- 1.4 "Culligan" means Culligan (UK) Limited, Fourth Floor Abbots House, Abbey Street, Reading, Berkshire, RG1 3BD (registered in England and Wales with company number 02418453).
- 1.5 "Customer" means the person, partnership, unincorporated association, company or other organisation named in the Order.
- 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.
- 1.7 "Force Majeure Event" shall mean 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, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics, embargo or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or sub-contractors;
- 1.8 "Goods" shall mean any goods or consumables ordered by the Customer including but not limited to water bottles, cups, drip mats;
- 1.9 "Order" shall mean the order placed by the Customer requesting Goods and/or Services from Culligan;
- 1.10 "Price" means the price of the Goods and/or Services applicable at the time the Order is placed by the Customer.
- 1.11 "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.
- 1.12 "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.
- 1.13 "Services" shall mean any services ordered by the Customer which Culligan has agreed to provide including the assembly, installation, conservation, maintenance, commissioning and start-up of the Goods;
- 1.14 "Site" means the premises specified in the Order and to which the Goods or Services shall be delivered or performed.
- 1.15 "Warranty Period" shall mean the period set out in clause 9.1;
- 1.16 "Working Day" shall mean any day other than a Sunday or Saturday or a public holiday in Culligan's country.

2. PURCHASE ORDERS

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

- 2.2 Each Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions which will only be deemed accepted when Culligan issues written acceptance.
 - 2.3 Any quote issued by Culligan will be deemed valid for 30 days from the date of receipt by the Customer. After this date, the quote will be deemed ineffective.
 - 2.4 No Order is binding until acceptance has been issued in writing by Culligan, at which point the Contract shall come into existence.
 - 2.5 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.
 - 2.6 Without prejudice to the execution of Orders already accepted, Culligan may suspend or terminate at any time and without notice to the Customer, the production and supply of any of the Goods and/or Services without any liability to the Customer.
 - 2.7 Culligan reserves the right to alter the specifications of the Goods to take account of any improvements in design, availability of materials or any other reason.
 - 2.8 Any quote provided by Culligan is based on the information and drawings supplied to Culligan at the time of the quote and the Goods are limited to that shown in the quote. Any variation or extra work accepted by Culligan will result in adjustment to the price and completion date. The Customer shall inform Culligan of any special requirements, environmental considerations, regulations (statutory or otherwise), variations or hazards applicable to the Site and/or Goods. Culligan shall be entitled to terminate any Order or cancel any delivery should the Customer fail to provide such information at the time the Customer places the Order. The Customer shall be responsible for any discrepancies, errors or omissions in any drawings and/or information supplied by the Customer to Culligan and shall indemnify Culligan against any loss caused by such discrepancies, errors or omissions.
 - 2.9 All weights, measurements, powers, capabilities and other particulars of Goods quoted by Culligan are stated in good faith and are approximate. Culligan shall not be liable for any deviation from these estimates.
- ### 3. PRICE
- 3.1 The Price of the Goods and Services shall be those 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.
 - 3.2 Unless otherwise specified, the price quoted is based on delivery to Customer's Site, as detailed in the acceptance of the Order issued by Culligan, and does not include any tax, duty, and/or charges, packing and delivery which will be payable by the Customer in addition to the price quoted.
 - 3.3 All prices are exclusive of packing costs, shipping costs, installation costs, recycling costs, postage, insurance and other costs related to returning the Goods.
 - 3.4 Culligan reserves the right to recharge the Customer for (i) recycling contributions and/or Eco-fee in respect of each 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 United Kingdom in the future in connection with the Goods and services provided by Culligan. Any additions or modifications to the Goods requested by the Customer will be charged separately and added to the price of the Goods.
 - 3.5 In the event that an Order is accepted by Culligan and delivery is delayed due to acts or omissions by the Customer, Culligan shall not be responsible for any deterioration of the Goods during such period of delay.
 - 3.6 Unless specified in a quote, the quote does not include the price of any chemicals, any water or any consumable items for which the Customer shall be responsible to make available during installation, commissioning and/or subsequent use.
 - 3.7 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 price, delivery and completion date will be varied by Culligan accordingly.
- ### 4. DEPOSIT
- 4.1 A refundable Deposit is charged for each returnable bottle supplied under this Contract.
 - 4.2 The deposit amount is specified in the Order and will be refunded when the bottle is returned in an acceptable condition, as outlined below.
 - 4.3 A bottle is eligible for a refund if:
 - 4.3.1 It is returned undamaged and in a reusable condition (fair wear and tear excepted).
 - 4.3.2 It is free from cracks, excessive scratches, contamination, or structural damage that would prevent reuse.
 - 4.4 Refunds shall be rejected for bottles that:
 - 4.4.1 Are damaged beyond reuse, including cracks, breaks, or contamination.
 - 4.4.2 Show excessive wear and tear that prevents safe reuse.
 - 4.4.3 Are returned without required components (such as caps or handles, where applicable).
 - 4.5 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.
 - 4.6 If bottles are not returned, 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.
 - 4.7 The Customer must:
 - 4.7.1 Store bottles safely and in a condition suitable for return.
 - 4.7.2 Return bottles promptly to avoid additional charges.
 - 4.7.3 Ensure bottles are used only for storing and dispensing Culligan water.
 - 4.7.4 Not modify or alter bottles in a way that renders them unsuitable for reuse.
- ### 5. PAYMENT
- 5.1 Payments must be made in full 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 an invoice from Culligan.
 - 5.2 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.
 - 5.3 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. 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

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- 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. The Customer shall pay the interest together with the overdue amount. In the event that this rate of interest is deemed unenforceable by any applicable law, the Customer shall pay interest at the highest rate permitted by applicable law or by any competent jurisdiction.
- 5.4 Without limiting its other rights or remedies, Culligan may suspend provision of any of the Goods or Services 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.
- 5.5 Where delivery of the Goods is delayed at the request of the Customer, Culligan reserves the right to invoice for the Goods in accordance with the billing payment terms set out in the Order.
- 5.6 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 price for any future payments.
- 6. DELIVERY AND SHIPPING**
- 6.1 Culligan shall use all reasonable endeavours to affect 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. Any delivery times indicated by Culligan in the Order are approximate only. Time of delivery is not of the essence.
- 6.2 Culligan may deliver the Goods by instalments, which may, at Culligan's option be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 6.3 Unless otherwise agreed in writing between the parties, delivery of the Goods shall be to the Customer's Site as detailed in the Order acceptance issued by Culligan and the cost of shipping and transportation of the Goods shall be borne by the Customer.
- 6.4 The Customer agrees to pay a sum equal to 2% of the agreed price of the Goods, plus any relevant taxes, for each calendar day or part calendar day that delivery of the Goods is delayed beyond the due date as reimbursement of storage costs incurred by Culligan. The Customer agrees that this is a genuine pre-estimate of the loss that would be incurred by Culligan in the event of any delay.
- 6.5 The Customer shall procure that a duly authorised representative of the Customer shall be present at the delivery of the Goods. Acceptance by such representative of delivery shall constitute conclusive evidence that the Customer has examined the Goods 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.
- 6.6 If the Customer is unable to receive the Goods or Services at the agreed time and place, Culligan may charge additional delivery costs for any reattempted deliveries. In the case of persistent refusal of the Customer to receive the Goods, the Contract may be terminated by Culligan, without prejudice to any claim for the price of the Goods, compensation or for any damage suffered by Culligan.
- 6.7 Culligan shall not be liable for any delays arising out of customs clearances or inspections of the Goods.
- 6.8 The latest edition of the Incoterms shall form part of these Conditions where appropriate.
- 7. TITLE AND RISK**
- 7.1 The risk in the Goods shall pass to the Customer on delivery in accordance with clause 6.3.
- 7.2 Title to the Goods shall not pass to the Customer until Culligan has received payment in full (in cash or cleared funds) for:
- 7.2.1 the Goods; and
- 7.2.2 any other goods or services that Culligan has supplied to the Customer in respect of which payment has become due.
- 7.3 Until title to the Goods has passed to the Customer, the Customer shall:
- 7.3.1 hold the Goods on a fiduciary basis as Culligan's bailee;
- 7.3.2 store the Goods separately from all other Goods held by the Customer so that they remain readily identifiable as Culligan's property;
- 7.3.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 7.3.4 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- 7.3.5 notify Culligan immediately if it becomes subject to any of the events listed in clause 11.1; and
- 7.3.6 give Culligan such information relating to the Goods as Culligan may require from time to time.
- 7.4 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. If necessary, Culligan may detach or remove the Goods from any other goods.
- 8. SERVICES**
- 8.1 Unless otherwise agreed in acceptance of the Order by Culligan, the assembly, connection, installation, conservation, maintenance, commissioning and start-up and all other services in respect of the Goods, are the sole responsibility of the Customer including without limitation the electrical and water connections and the arrangement of suitable structures or shelves.
- 8.2 The Customer shall be solely responsible for all costs associated with any services that may be necessary to fill the Goods with mineral filter or resins.
- 8.3 If the Customer requires any technical guidance, it will request this from Culligan or from a third party authorised by Culligan to provide care of the Goods. Any guidance will be charged for by Culligan at Culligan's then current rates, unless otherwise agreed in writing by Culligan.
- 8.4 Before beginning any Services, each party shall notify the other party in writing of its appointed supervisor. During the execution of the Services, the supervisors appointed by the parties shall be present at the location that the Services are to be performed, or at least nearby.
- 8.5 The Customer shall make available at its own expense, additional labourers, skilled and unskilled, who are deemed necessary by Culligan for the provision of the Services.
- 8.6 The due date for completion of the Services specified in the Order shall be deemed as merely indicative and not binding on Culligan. Time for completion is not of the essence of the Contract.
- 8.7 It is the responsibility of the Customer to obtain any necessary permits, authorisation, consents and licences or similar, required for Culligan to perform the Services.
- 8.8 In any case in which the Services are interrupted and/or third party materials are delayed other than due to any fault of Culligan, Culligan reserves the right to receive payment from the Customer for all materials already delivered and
- Services already completed but not yet paid for at the time of the interruption or delay.
- 8.9 The Services shall be deemed completed upon successful testing by Culligan.
- 8.10 Where provision of the Services is delayed due to any act or omission by the Customer, Culligan shall be entitled to reasonably vary the price accordingly with reference to Culligan's prevailing standard daily rates to take into account such delay.
- 9. WARRANTY**
- 9.1 Culligan warrants the operation of the Goods in accordance with its accompanying instruction manual for the period of 12 months from delivery, subject to the limitations and exclusions set out in these Conditions and to payment for all Goods being received in full by Culligan from the Customer.
- 9.2 The Customer must notify Culligan in writing of all defects of the Goods that are considered to have occurred within three (3) days of discovery. If a defect is likely to cause damage to the Goods, the notification must be made within twenty-four (24) hours of discovery. If the Customer fails to notify Culligan of any defect in accordance with this clause 9.2, Culligan shall not be required to repair the defect or replace the Goods.
- 9.3 If, in the opinion of Culligan at its sole discretion it appears that the defect is due to a design error, a defect in materials or workmanship attributable to an error by Culligan, it will at its sole option, replace or repair the defective Goods at its expense. The Customer shall not return any damaged or defective Goods to Culligan without Culligan's consent.
- 9.4 The installation of any Goods replaced by Culligan in accordance with clause 9.3 shall be at the expense of the Customer.
- 9.5 If, in the event that Culligan determines that the defect is not attributed to Culligan, any repair or replacement of the defective Goods will be at the Customer's expense, including all shipping costs.
- 9.6 The Customer shall have no right to terminate the Contract, a reduction to the price of the Goods or compensation for any damage suffered or for employees' non-use of the plant and the Goods for the time period required by Culligan for repairs and replacement of the Goods.
- 9.7 The Customer acknowledges that the warranty contained in clause 9.1 is in lieu of any other warranty or liability, whether in contract, tort, implied by sections 13 to 15 of the Sale of Goods Act 1979 or any other legislation, and/or required by law in relation to the Goods supplied.
- 9.8 The warranty does not apply:
- 9.8.1 when the defect was caused by bad installation or assembly of the Goods by the Customer or third parties;
- 9.8.2 when the Customer or third parties have used materials or techniques which are not recommended by Culligan for the installation or maintenance of the Goods, or when it has used materials or cleaning products not expressly certified as suitable for use with treated water;
- 9.8.3 if the Customer has not used and/or stored and maintained the Goods in accordance with the Culligan's product manual or instructions;
- 9.8.4 if the defect is due to normal wear and tear of the Goods, wilful damage or negligence;
- 9.8.5 if the Customer repairs the Goods itself or instructs a third party directly to repair the Goods without the prior written consent of Culligan;
- 9.8.6 if the defect relates to third party materials not supplied by Culligan;
- 9.8.7 if the damage and/or defects have been caused during transportation of the Goods; or
- 9.8.8 where the defect is caused by accident, misuse, decrease in pressure or flow variations in characteristics of the water to be treated from the analysis report indicated in the tender document, or from changes in the supply of electricity as well as the unfitness of operating supplies.
- 9.9 All perishable materials, chemicals and consumables are excluded from the warranty.
- 9.10 To the extent that the end-user is a consumer, any warranty given by Culligan will not affect the Customer's statutory rights.
- 9.11 Any warranty given as to the performance of the Goods in a quote is based on the design parameters and water quality specified in the quote.
- 9.12 Culligan shall be under no liability for failure to achieve any performance figures quoted unless Culligan shall have expressly and specifically guaranteed them as a separate obligation in writing.
- 9.13 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.
- 10. LIABILITY**
- 10.1 The Customer expressly releases Culligan from all liability and redress for damage resulting from improper use of the Goods by the Customer or by third parties, independently or at the request of the Customer.
- 10.2 Subject to clauses 10.3 and 10.4, Culligan's total liability to the Customer in respect of all other losses or damages to the Site (including its fixtures and fittings) caused by any act or omission of Culligan and arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the 120% of the total amount paid by the Customer to Culligan in the preceding 12 months.
- 10.3 Nothing in these Conditions limits or excludes Culligan's liability for:
- 10.3.1 death or personal injury caused by Culligan's negligence;
- 10.3.2 fraud or fraudulent misrepresentation;
- 10.3.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- 10.3.4 any matter in respect of which it would be unlawful for Culligan to exclude or restrict liability.
- 10.4 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.
- 10.5 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 party that it has been damaged or caused by loss by any of the Goods or Services where such damage or loss or alleged damage or loss arises from the wrongful or negligent act or omission of the Customer.
- 11. TERMINATION CLAUSE**
- 11.1 Without prejudice to any other rights or remedies which Culligan may have, if the Customer:
- 11.1.1 fails to pay any sum due within 30 days from the due date for payment;
- 11.1.2 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;
- 11.1.3 has provided false or misleading information, engaged in fraudulent activities, or misrepresented their identity, financial status, or business operations when entering into this Contract
- 11.1.4 is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), or becomes insolvent, or is subject to an order or a resolution for its

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- 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
- 11.1.5 suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; then Culligan shall be entitled to exercise any of the rights set out in clause 11.2 below.
- 11.2 If any of the events set out in clause 11.1 above occurs in relation to the Customer then:
- 11.2.1 Culligan may enter, without prior notice, any premises of the Customer (or premises of third parties with their consent) where Goods owned by Culligan may be and repossess and dispose of or sell 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;
- 11.2.2 the Customer automatically is no longer entitled to re-sell, use or part with the possession of any Goods owned by Culligan until the Customer has paid in full all sums due to Culligan under the Contract or any other agreement with the Customer unless Culligan gives it express written agreement to such use and/or disposal of the Goods;
- 11.2.3 Culligan may withhold delivery of any undelivered Goods and stop any Goods in transit;
- 11.2.4 Culligan may withhold the performance of any Services and cease any Services in progress;
- 11.2.5 Culligan may cancel, terminate and/or suspend without liability to the Customer any contract with the Customer; and/or
- 11.2.6 all monies owed by the Customer to Culligan shall immediately become due and payable.
- 12. FORCE MAJEURE**
- 12.1 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.
- 12.2 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.
- 13. CONFIDENTIALITY**
- 13.1 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 the Customer.
- 13.2 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.
- 13.3 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.
- 14. SANCTIONS COMPLIANCE**
- 14.1 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 contravening any Sanctions.
- 14.2 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.
- 14.3 The Customer shall:
- 14.3.1 not use, directly or indirectly, any Goods or Services purchased from Culligan, or permit the Goods or Services to be transferred (or otherwise make the Goods or the Services 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;
- 14.3.2 not enter into a transaction to sell, supply, export or reexport, directly or indirectly, any 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;
- 14.3.3 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;
- 14.3.4 set up and maintain an adequate monitoring mechanism to avoid any act or omission that would be a breach of clauses 14.3.1, 14.3.2 or 14.3.3 above.
- 14.3.5 notify Culligan in writing as soon as reasonably practicable if at any time during the term of this Contract 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.
- 14.4 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 14, Culligan in its absolute discretion and without affecting any other right or remedy available to it under the Contract may:
- 14.4.1 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
- 14.4.2 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.
- 14.5 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.
- 14.6 Any termination under this clause 14 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.
- 15. NOTICE**
- 15.1 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.
- 16. SEVERANCE**
- 16.1 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 unenforceability of the remaining terms which shall remain in full force and effect.
- 17. VARIATION**
- 17.1 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 24.2.
- 18. WAIVER**
- 18.1 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.
- 19. RIGHTS OF THIRD PARTIES**
- 19.1 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.
- 20. PARTNERSHIP**
- 20.1 Nothing in this Contract shall be deemed to create a partnership, joint venture, or agency relationship between the Parties.
- 21. ASSIGNMENT**
- 21.1 Culligan may at any time assign in whole or in part its rights and obligations arising from or in connection with the Contract.
- 21.2 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.
- 22. INTELLECTUAL PROPERTY RIGHTS**
- 22.1 All intellectual property rights subsisting or which subsequently subsists in all documents, drawings, specifications, designs, programs or any other material prepared by Culligan whether readable by humans or by machines shall belong to Culligan absolutely and they shall not be reproduced or disclosed or used in their original or translated form by the Customer without Culligan's written consent for any purpose other than for which they were intended.
- 22.2 The Customer shall not, and shall ensure its employees, agents and subcontractors shall not, except to the extent permitted by applicable law:
- 22.2.1 copy, reproduce, modify, adapt, translate or create derivative works from any Goods, materials, software, designs or other items provided by or on behalf of Culligan;
- 22.2.2 decompile, disassemble, reverse engineer or otherwise attempt to derive the source code, underlying structure, ideas or algorithms of any software, Goods, products or materials supplied by Culligan;
- 22.2.3 remove, obscure or alter any proprietary notices, trademarks or copyright notices affixed to or contained within such Goods or materials; or
- 22.2.4 use such Goods or materials for any purpose other than as strictly necessary for the performance of the Contract.
- 23. ENTIRE AGREEMENT**
- 23.1 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.
- 24. AMENDMENTS AND LOCATION OF THESE CONDITIONS**
- 24.1 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.
- 24.2 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.
- 25. APPLICABLE LAW AND JURISDICTION**
- 25.1 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.

