

# Conditions Of Sale

## GENERAL

1. In these Conditions of Sale "The Company" means Geberit Sales Ltd "the Customer" means the person, firm or company with whom The Company contracts. "The Contract" means any contract between The Company and the Customer for the sale and purchase of the Goods incorporating the Conditions (including any part or parts of them). "Goods" mean any goods agreed in the Contract to be supplied to the Customer by The Company (including any part or parts of them).

2. (a) All sales, deliveries and services of The Company are performed on the basis of the following Conditions of Sale. General terms and conditions of the Customer are hereby contradicted. They are also not accepted in case The Company does not expressly contradict them after their receipt. These Conditions of Sale are considered to have been accepted by the Customer at the latest with the acceptance of the delivered goods.

(b) All contracts, orders and agreements – particularly those purporting to change the conditions set out herein, shall only become binding if expressly accepted by The Company in writing.

3. (a) All offers of The Company are non-binding, unless otherwise agreed in writing.

(b) An order is only accepted by The Company when it has been confirmed in writing and order confirmation has been sent to the Customer. Any acceptance by The Company is subject to The Company's price list valid on the date of despatch unless otherwise agreed in writing.

4. (a) Except where otherwise stated in The Contract, the order confirmation or in The Company's current price list all prices include the cost of packaging and delivery (but not installation). The Company reserves the right to make additional charges if the Customer requires a method of packaging or delivery different from that normally employed by The Company.

(b) The Customer shall, in addition to the net purchase price, pay to The Company the amount of any Value Added Tax or other sales tax at the rate in force at the time the Goods are invoiced.

## PAYMENT

5. (a) All Goods will be invoiced on the date of despatch. Payment for the Goods must be received by The Company not later than the last day of the month following the date of the invoice. In the event of late payment, The Company reserves the right to charge interest at a rate of 2% per month.

(b) In the event of the Customer postponing delivery or requesting that The Company suspend the manufacture of the Goods or failing to give The Company sufficient information to enable it to process any order, the Customer shall pay any reasonable additional costs and expenses thereby incurred by The Company.

(c) Unless otherwise agreed in writing the Customer shall not be entitled to set off against any moneys due to The Company under the Contract any sums claimed by or due to the Customer from The Company under any contract between The Company and the Customer.

## ILLUSTRATION AND DIMENSIONS

6. (a) All information and illustrations contained in brochures, catalogues, price lists, trade literature and advertising material produced by The Company are approximate only, intended to indicate only the general character of the Goods, and do not form any part of any contract between The Company and the Customer.

(b) The dimensions of the Goods are subject to manufacturing tolerances customary within the trade. Dimensions contained in quotations, acknowledgements of orders, or catalogues, price lists, advertising matter and other trade literature are therefore approximate only.

## SUBSTITUTED GOODS

7. The Company reserves the right to substitute Goods which are similar to the Goods ordered by the Customer provided that such substituted Goods are no less suitable for the purpose for which they are generally used than Goods ordered by the Customer.

## DELIVERY

8. The stated delivery period is non-binding, unless it is specifically agreed in writing to be binding. Any deliveries required outside our delivery schedule will be at the Customer's expense.

9. Delivery shall be made to the Customer's premises only. We are unable to offer direct to site deliveries. Unless otherwise agreed in writing, The Company is entitled to make partial deliveries.

10. The Customer shall be responsible for unloading the Goods at the point of delivery. If special requirements are needed, then the Customer must notify The Company before delivery. All deliveries are sent on side loading lorries with no tail lift, any additional charges will be at the Customer's expense. Any ordinary delivered order refused by the Customer will be subject to a handling fee which will be advised by The Company and in the region of around 50%.

11. The Customer will confirm the Goods are received at the time of delivery by signing the Proof Of Delivery document ("POD") providing a signature, date and printed name.

12. Immediately on collection or delivery, whichever is appropriate, the Customer shall examine the Goods. Any shortages, damages or other delivery discrepancies must be notified directly to the Customer Support team of the Company in writing within three working days of delivery or collection. Otherwise, the Goods are deemed to have been accepted by the Customer and any claim for damages against The Company are excluded. To the extent there are defects involved which were not recognisable in the course of a customary examination, written notification of such defects must be given immediately upon their discovery. Otherwise, the Goods are deemed to have been accepted with respect to such defects and any claim for damages against The Company are excluded.

13. The Company is not responsible for any loss or damage whatsoever caused by late delivery.

14. The Company operates a minimum delivery value requirement for deliveries to the Customer's premises from Geberit's warehouse and this value stands at £300. For orders arriving from Geberit's EU-warehouses the minimum order requirement is 70kg.

15. Orders placed below the minimum order value will be subject to a £25 minimum order value charge which will be added to the order automatically.

## RETURNS

17. The Company does not operate a returns policy for saleable stock or for stock that is defective or damaged upon receipt. Any agreed stock return is at the sole discretion of The Company and only with prior written consent. Where such consent is given, a handling charge of a minimum of 50% of invoiced value will be made.

## RISK & TITLE OF OWNERSHIP

18. Unless otherwise agreed in the order confirmation, the delivery of the Goods is DDP INCOTERMS 2020. Where the Customer collects and transports the Goods himself at his own request, the delivery of the Goods is EXW INCOTERMS 2020 Geberit UK warehouse.

19. (a) Notwithstanding any transfer of risk to the Customer, title of ownership shall remain with The Company and not pass to the Customer until all purchased Goods have been paid in full, regardless of any partial payments or delivery in instalments. Until full payment according to the aforementioned, the Customer shall keep any Goods delivered as bailee for and on behalf of The Company.

(b) Until title of ownership has passed to the Customer, the Customer

(i) shall insure the Goods against any loss or damage with an insurance office of repute.

(ii) shall store the Goods separately or in some other way ensure that they are readily identifiable as the property of The Company.

(iii) irrevocably authorises the representatives of The Company at any time (whether or not payment is due) to repossess the Goods and for such purpose to enter any premises occupied by the Customer or where the Goods are or are thought to be and to sever the Goods from anything to which they are attached without being responsible for any damage caused.

(iv) shall keep the Goods free from any charge, lien or other encumbrance.

(c) If, while under The Company's ownership, the Goods or any of them are processed or incorporated into other Goods ("the New Goods") then, provided the Goods remain a readily identifiable and removable part of the New Goods, the provisions of conditions (a) and (b) shall apply.

(d) The Company (acting on its own account, not as agent for the Customer) may sell or agree to sell any of the Goods or the New Goods in The Company's possession on such terms as it may in its sole discretion consider appropriate.

(e) The Company shall be entitled to a general lien over all Goods and materials of the Customer which is in The Company's possession or control from time to time for any sums due at any time whatsoever to The Company.

(f) Nothing in this condition shall confer any right upon the Customer to refuse or delay payment therefore.

## LIMITATION OF LIABILITIES

20. (a) Goods may be delivered in cartons, bundles, returnable containers, loose or in other packaging. In any case where it is established to the satisfaction of The Company that the Goods have been damaged or lost (whether wholly or in part) before transfer of risk to the Customer, The Company will, at its own cost, repair or replace same provided that

(i) in the case of partial loss or damage, the Customer has returned to The Company (or where the Goods have been delivered by a Carrier his representative) the POD duly signed by the Customer and indicating thereon as shortage of or damage to cartons, bundles, returnable containers, loose Goods or other such packages as shall make up the delivery and full particulars are notified directly to The Company in writing within three working days of delivery.

(ii) in the case of damage, the Goods and their packaging are retained unaltered by the Customer for inspection by The Company for a reasonable time immediately after discovery of the defect. The Company will not be liable for any loss or damage in transit, except as above.

(b) Provided the Goods, that have been professionally and duly stored, maintained and used by the Customer, are proven defective and the Customer has notified the defects as set out hereinabove, The Company at its own choice shall be entitled to subsequently fulfil its obligations by repairing the defective Goods or by supplying replacements free of costs.

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CV34 6NH  
Effective 31 July 2022

Please refer to Geberit.co.uk for latest version

(c) Save as aforesaid and to the extent permitted by law The Company will not be liable to the Customer for any loss or damage whatsoever suffered as a result of a defect in quality or defective installation or the fact that the Goods are not fit for a particular purpose save for the conditions implied by section 12 of the Sale of Goods Act 1979 and without prejudice to the generality of the foregoing any implied term, condition or warranty statutory or otherwise as to the quality of the Goods sold or their fitness for any particular purpose or as to their correspondence with any description or sample is hereby excluded.

21. No warranty or representation given by or on behalf of The Company including without prejudice to the generality of the foregoing any advice as to the installation quantities use or performance of Goods supplied by The Company shall be binding upon The Company unless specifically stated by The Company, in writing to be incorporated in the Contract. Defect claims are subject to a period of limitation of one year after delivery of the Goods to the Customer and no more than fifteen months after notification of readiness for dispatch. The exclusion of liability in this Conditions of Sale does not apply for damages resulting from culpable injury of life, body or health, from wilful intent or gross negligence. It also does not apply in cases where mandatory liability exists in accordance with product-liability laws for products supplied for private use.

## CONSEQUENTIAL LOSS

22. Without prejudice to the generality of the foregoing provisions The Company shall not in any event be liable to the Customer for any indirect or consequential loss of or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise) costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

## INSOLVENCY AND BREACH OF CONTRACT

23. The Company shall have the option (without prejudice to any of its other rights against the Customer) by notice in writing to the Customer to rescind the contract or to suspend delivery in the following events:

(i) should any sum owing by the Customer to The Company be overdue;

(ii) should the Customer be in breach of any term of The Contract with The Company;

(iii) should the Customer enter into any composition or arrangement with, or for the benefit of its creditors or have a receiving order in bankruptcy made against him or (if a body corporate) should it go into liquidation either voluntary or compulsory or under supervision or have a receiver and/or manager administrative receiver or administrator appointed over all or any part of its assets, or in Scotland should the Customer become notour bankrupt, or sequestrated, or a receiver, or judicial factor, or trustee is appointed, for any portion of the Customer's estate or effects or suffer any arrestment charge pending or other diligence to be issued or levied upon the Customer his estate or effects.

## HEALTH AND SAFETY

24. As The Company is under a duty pursuant to S 6 of the Health and Safety at Work Act 1974 in respect of the design, manufacture and supply of any article for use at work, the Customer shall be deemed to have been afforded by The Company reasonable opportunity for the testing and examination of Goods or materials in respect of their safety and risk to health prior to delivery to the Customer, and he shall be deemed to have been afforded by The Company adequate information about the Goods and materials in respect of the use for which they are designed, and have been tested, and of any conditions necessary to ensure that when put to that use they will be safe and without risk to health, whether or not the said information has been requested by the Customer.

## INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

25. The Company is the proprietor or beneficial owners of patents, registered designs, trademarks and tradenames, copyright or other industrial or intellectual property rights relating to the Goods and The Company reserves all such rights to itself and no authorisation of licence is granted to the Customer to use the Goods or any drawing or specifications relating to the same provided to the Customer by The Company otherwise than for the purpose provided.

## FORCE MAJEURE

26. The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including without limitation, acts of God, Governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock out, strikes or other labour disputes (whether or not relating to either party's workforce) or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate suitable materials.

## WAIVER

27. Forbearance or indulgence by The Company shown or granted to the Customer whether in respect of these Conditions of Sale or otherwise, shall not affect or prejudice the rights of The Company against the Customer or be taken as a waiver of any of these Conditions of Sale.

## GOVERNING LAW

28. Any contract incorporating these Conditions of Sale shall be governed by and construed in accordance with the laws of England and Wales. The Company and the Customer hereby agree to submit to the jurisdiction of the courts of England and Wales.

## HEADNOTES

29. The head notes to these Conditions have been inserted for convenience and shall not affect their construction.