

Thermotechnology



BOSCH

Conditions of Sale

 **WORCESTER**
Bosch Group

Buderus
Bosch Group

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These terms and conditions (the "Terms") govern the sale of products by us to you; please read these Terms carefully.

1. Definitions and Interpretation

Bosch: means Bosch Thermotechnology Limited (registered in the UK with company number 01993294) whose registered office is at Cotswold Way, Warndon, Worcester, WR4 9SW.

Business Day: means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Contract: means the contract between Bosch and the Customer for the sale and purchase of the Goods in accordance with these Terms.

Customer: means the person or firm who purchases the Goods from Bosch.

Goods: means the products (or any part of them) set out in the Order.

Intellectual Property Rights: means any patents, inventions, copyright and related rights, trade marks, trade names, rights to goodwill or to sue for passing off rights in designs, rights in computer software, database rights, rights in confidential information (including know-how), utility models and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: means the Customer's order for the Goods in written form, including without limitation, the submission of a written order form or an online order placed on Bosch's intranet page.

Terms: means the terms and conditions set out in this document (as amended by Bosch and notified to the Customer from time to time).

WEEE Directive: means EC Directive 2002/96/EC on waste electrical and electronic equipment (WEEE) and shall include any applicable laws or regulations which implement the Directive in England and Wales.

1.1 In addition to the specific meanings of the words detailed above, the following rules apply to the general construction of these Terms:

1.1.1 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted; and includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.1.2 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.1.3 A reference to writing or written includes faxes and/or e-mails.

2. The Application of these Terms

2.1 These Terms 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.

- 2.2** The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Terms which Bosch may accept or reject in its absolute discretion. The Customer shall ensure that the terms of the Order are complete and accurate.
- 2.3** The Order shall be deemed to be accepted by Bosch when Bosch issues a written acceptance of the Order or delivers the Goods to the Customer in accordance with Clause 4, whichever takes place earlier, at which point the Contract shall come into existence on these Terms.
- 2.4** The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Bosch which is not set out in the Contract. Any samples, drawings, descriptive matter, advertising or quotation issued by Bosch and any descriptions or illustrations contained in Bosch's catalogues or brochures shall not form part of the Contract.
- 2.5** A quotation for the Goods given by Bosch shall not constitute an offer. Unless otherwise agreed in writing or withdrawn earlier by Bosch in writing, a quotation shall only be valid for a period of 28 Business Days from its date of issue.
- 2.6** In case of conflict between these Terms and the provisions of any supplemental trading terms, these Terms shall prevail.

3. Cancellation or Variation of Orders

- 3.1** No purported cancellation or variation of an Order, whether in whole or in part, shall be of any effect prior to delivery unless expressly accepted in writing and signed by an authorised officer of Bosch and upon terms that the Customer immediately pay Bosch all sums that Bosch may reasonably certify as representing the cost to Bosch of such cancellation or variation.
- 3.2** Bosch reserves the right, without giving prior notice to the Customer, to carry out alterations and improvements in the design or method of manufacture. Such alterations or improvements may result in the Goods being superceded with new goods. In the event the Goods are superceded before delivery, Bosch reserves the right to substitute the Goods (or any part of them) with the new goods (or any part of them) provided that price is no greater than the price of the Goods and Bosch reasonably considers the new goods to be effectively equivalent.

4. Delivery

- 4.1** The Goods shall be delivered to the Customer as set out in the relevant Order, which shall specify whether the Goods are to be delivered by Bosch to the Customer or collected by the Customer from Bosch.
- 4.2** Where Bosch is delivering Goods to the Customer:
- 4.2.1** Bosch shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (the "Delivery Location").
- 4.2.2** delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.
- 4.2.3** if the Customer fails to take delivery of the Goods at the DeliveryLocation then, unless the parties agree otherwise, the Customer will be required to collect the Goods on the terms set out in clause 4.3 below.

- 4.3** Where the Customer is collecting the Goods:
- 4.3.1** the Customer shall collect the Goods from Bosch's premises or such other location as may be advised by Bosch prior to delivery (the "Collection Location") within 3 Business Days of Bosch notifying the Customer that the Goods are ready.
 - 4.3.2** delivery of the Goods shall be completed when the Goods are made available for collection by the Customer from the Collection Location.
- 4.4** Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence.
- 4.5** If Bosch fails to deliver the Goods, its liability shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro-rata price against the invoice for the Goods.
- 4.6** If the Customer indicates in writing to Bosch within 14 days of delivery that the Goods have not been delivered or have been delivered materially damaged and Bosch is satisfied this is the case, Bosch will at its option either repair or replace any Goods or part of Goods so missing or damaged, or allow the Customer credit in respect thereof as fixed by Bosch. Bosch's liability under this clause shall be limited to repair, replacement of the Good or allowing credit for the same. If the notification of loss or damage is unjustified Bosch shall be entitled to demand compensation from the Customer for any expenses Bosch has incurred. Claims on account of loss or damage shall be excluded if the notification of the loss or damage is not received in good time.
- 4.7** Bosch shall have no liability for any delay or failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event (as defined in clause 12) or the Customer's failure to provide Bosch with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.8** If the Customer fails to take delivery of the Goods, then:
- 4.8.1** delivery of the Goods shall be deemed to have been completed at 9.00am on the day following the day on which Bosch attempted delivery; and
 - 4.8.2** Bosch shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.9** If, 15 Business Days after Bosch notified the Customer that the Goods were ready for delivery, the Customer has not taken delivery of them, Bosch may resell or otherwise dispose of part or all of the Goods and, after deducting all costs and expenses account to the Customer for any excess over the price already paid or charge the Customer any shortfall between the price and such costs and expenses.
- 4.10** The Customer shall not be entitled to reject the Goods if Bosch delivers up to and including 5% more or less than the quantity of Goods ordered, but a pro rata adjustment shall be made to the Order invoice on receipt of notice from the Customer within 14 days of the delivery that the wrong quantity of Goods was delivered.

- 4.11** Bosch may deliver the Goods by instalments, which shall 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 the Contract or any other instalment.
- 4.12** The Customer shall be solely responsible for obtaining any and all necessary import or export licences or permits necessary for the delivery to the Customer, and the Customer shall be responsible for any and all customs duties, clearance charges, taxes, brokers' fees and other amounts payable in connection with the importation, exportation and/or delivery of the Goods.
- 4.13** The Customer agrees to comply fully, at its own expense, with all applicable import and export laws, restrictions, national security controls and regulations of the United Kingdom and any other applicable local law or regulation.

5. Return of Goods

Goods may not be returned to Bosch except by prior written permission of an authorised officer of Bosch and such return shall be subject to payment by the Customer of handling and re-stocking charges, transport and all other expenses incurred by Bosch and Bosch's then current returns procedure, a copy of which is available upon request.

6. The Goods

- 6.1** Bosch warrants that on delivery, and, where specified in the Order for a period of 12 months from the date of delivery (the "Warranty Period"), the Goods shall:

6.1.1 be free from material defects in material and workmanship; and

6.1.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979);

For the avoidance of doubt, Bosch specifically excludes any implied or express warranty, representation or condition of the Goods' fitness for a particular purpose.

- 6.2** All descriptions, including specifications and drawings, included in Bosch's offer for sale are approximate only and the Customer shall accept any minor deviations there from without redress. All brochures, photographs, illustrations, advertising lists and similar documents represent in a general way the type of Goods concerned but do not necessarily represent in detail the particular Goods which form part of the Contract. Any information on heat performance of the Goods is based on tests carried out and past experience, but Bosch will accept no liability for failure to obtain these results unless specifically guaranteed in writing. Bosch's liability under such guarantee shall be limited to accepting the return of the Goods in exchange for a credit note. The Customer is responsible for ensuring the capacity and performance of the Goods are sufficient and suitable for his or his customer's purpose and Bosch accepts no responsibility in this connection.

- 6.3** Subject to clauses 6.4 and 6.5, if:

6.3.1 the Customer gives notice in writing to Bosch during the Warranty Period that some or all of the Goods do not comply with the warranty set out in clause 6.1; and

6.3.2 Bosch is given a reasonable opportunity of examining such Goods; and

6.3.3 the Customer (if asked to do so by Bosch) returns such Goods to Bosch's place of business at the Customer's cost,

Bosch shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full or in part, and, in any event Bosch's liability shall not exceed the amount paid by the Customer for the Goods.

6.4 Bosch shall not be liable for the Goods' failure to comply with the warranty set out in clause 6.1 if:

6.4.1 the user makes any further use of such Goods after giving notice in accordance with clause 6.3; or

6.4.2 the defect arises because the user failed to follow Bosch's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice; or

6.4.3 the user alters or repairs such Goods without the written consent of Bosch; or

6.4.4 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions or is an error that Bosch is unable to reproduce having carried out further tests.

6.5 If, having carried out the necessary examinations and tests under this clause 6, Bosch is unable to find any defects in the Goods, the Customer shall reimburse Bosch for any reasonable costs that have been incurred in examining and testing the relevant Goods.

6.6 Except as set out in these Terms, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

6.7 These Terms shall apply to any repaired or replacement Goods supplied by Bosch; save that any such repaired or replacement Goods shall only be warranted for the residual unexpired Warranty Period, if any.

6.8 If, in Bosch's opinion, the Goods cannot be reasonably returned by the Customer for examination by Bosch, Bosch shall bear the travel costs incurred by the customer service mechanic from the closest authorised customer service unit for such Goods, but not exceeding 200km or 3 hours travel time, and only if the Customer's complaint proves to be justified and the Customer is entitled to have the defect rectified.

6.9 The Goods sold under these Terms to customers of the Customer may be covered by the terms of Bosch's guarantee as set out on a card or in a user's instruction booklet delivered with the Goods. Where applicable, in the event of omission, such terms are available on Bosch's official website.

7. Title and Risk

7.1 The risk in the Goods shall pass to the Customer on completion of delivery or deemed delivery (in accordance with clause 4.8).

7.2 Title to the Goods shall not pass to the Customer until Bosch 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 Bosch 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 Bosch's bailee;
 - 7.3.2** not assign, underlet, pledge, mortgage, charge, or encumber the Goods nor create or allow to be created over the Goods any lien;
 - 7.3.3** store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Bosch's property;
 - 7.3.4** not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 7.3.5** maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - 7.3.6** notify Bosch immediately if it becomes subject to any of the events listed in clause 9.2;
 - 7.3.7** give Bosch such information relating to the Goods as Bosch may require from time to time; and
 - 7.3.8** grant Bosch, its agents and employees an irrevocable licence at any reasonable time without the need of consent of any third party to enter upon any premises of the Customer for the purposes of removing the Goods, only using such force as may be necessary to this end.
- 7.4** Notwithstanding clauses 7.2 and 7.3, the Customer may use or resell the Goods in the ordinary course of its business on an arms' length basis.
- 7.5** If, before title to the Goods passes to the Customer, the Customer becomes subject to any of the events listed in clause 9.2, or Bosch reasonably believes that any such event is about to happen and notifies the Customer accordingly then:
- 7.5.1** the Customer's right to sell the Goods as set out in clause 7.4 shall cease; and
 - 7.5.2** provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy Bosch may have, Bosch may at any time require the Customer to deliver up the Goods or enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.
- 7.6** Bosch shall be entitled to recover payment for the Goods notwithstanding that title to the Goods has not passed to the Customer.
- 8. Price and Payment**
- 8.1** Unless otherwise agreed in writing, the price of the Goods shall be the price set out in Bosch's published price list in force as at the date of delivery and the Customer shall pay the price for the Goods supplied under the Contract by the due date for payment (the "Due Date").
- 8.2** Bosch may, by giving 30 days' prior written notice to the Customer (or immediately on written notice in circumstances beyond Bosch's control) at any time before delivery, increase the price of the Goods.

- 8.3** The price of the Goods includes the cost of 'standard delivery' to England, Wales and Scotland, within the standard lead time. Unless otherwise agreed in writing, deliveries outside these standards are subject to a delivery charge..
- 8.4** The price of the Goods is exclusive of amounts in respect of value added tax (VAT). The Customer shall, on receipt of a valid VAT invoice from Bosch, pay to Bosch such additional amounts in respect of VAT as are chargeable on the supply of the Goods.
- 8.5** Bosch may invoice the Customer for the Goods on or at any time after delivery.
- 8.6** Notwithstanding clause 8.5, Bosch reserves the right to require payment for the Goods to be made on delivery or in advance of delivery.
- 8.7** Unless otherwise agreed, the Customer shall pay the invoice in pounds sterling in full and cleared funds within 30 Business Days of the date of the invoice.
- 8.8** Payment shall be made to the bank account nominated in writing by Bosch. Time of the Customer's payment is of the essence.
- 8.9** Without prejudice to any other rights or remedies it may have, if the Customer fails to make any payment due to Bosch under the Contract by the Due Date, then Bosch may:
- 8.9.1** suspend future delivery of the Goods under the Contract and under any other contract for the supply of goods from Bosch to the Customer; and/or
 - 8.9.2** charge the Customer interest on the overdue amount at the rate of 5% per annum above Barclays Bank's base lending rate from time to time. 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.
- 8.10** The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against Bosch in order to justify withholding payment of any such amount in whole or in part. Bosch may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by Bosch to the Customer.
- 8.11** If the Contract is terminated for any reason, the Customer shall immediately pay any outstanding unpaid invoices and interest due to Bosch.
- 9. Customer's Insolvency or Incapacity**
- 9.1** If the Customer becomes subject to any of the events listed in clause 9.2, or Bosch reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to Bosch, Bosch may cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and Bosch without incurring any liability to the Customer, and all outstanding sums in respect of Goods delivered to the Customer shall become immediately due.

9.2 For the purposes of clause 9.1, the relevant events are:

- 9.2.1** the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply; or
- 9.2.2** the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer; or
- 9.2.3** (being an individual) the Customer is the subject of a bankruptcy petition or order; or
- 9.2.4** a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
- 9.2.5** (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer; or
- 9.2.6** (being a company) a floating charge holder over the assets of the Customer has become entitled to appoint or has appointed an administrative receiver; or
- 9.2.7** a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer; or
- 9.2.8** any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.2.1 to clause 9.2.7 (inclusive); or
- 9.2.9** the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business; or
- 9.2.10** (being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

10. Termination

- 10.1** Either party may terminate the Contract at any time by giving the other party no less than one month's written notice.
- 10.2** Without prejudice to any other rights or remedies it may have, Bosch may immediately terminate the Contract if:

- 10.2.1** the Customer commits a serious breach of the Contract and, in the case of a breach which is capable of remedy, fails to remedy the breach within 10 Business Days of receiving notice from Bosch giving details of the breach and requiring it to be remedied; or
 - 10.2.2** the Customer fails to pay any amount due under the Contract on the Due Date and remains in default for not less than 5 Business Days after being notified to make such payment; or
 - 10.2.3** there is a change of control of the Customer (within the meaning of section 1124 of the Corporation Tax Act 2010); or
 - 10.2.4** Bosch becomes aware or is of the reasonable opinion that the Customer has made or accepted bribes.
- 10.3** Termination of Contract shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.
- 11. Limitation of Liability**
- 11.1** Nothing in these Terms shall limit or exclude Bosch's liability for:
- 11.1.1** death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); or
 - 11.1.2** fraud or fraudulent misrepresentation; or
 - 11.1.3** breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
 - 11.1.4** defective products under the Consumer Protection Act 1987; or
 - 11.1.5** any matter in respect of which it would be unlawful for Bosch to exclude or restrict liability.
- 11.2** Nothing in these Terms shall affect the statutory rights of the Customer where the Goods are sold to a Customer acting as a consumer.
- 11.3** Subject to clause 11.1, Bosch shall not be liable to the Customer for any:
- 11.3.1** loss of profit (whether direct or indirect) whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract; or
 - 11.3.2** indirect or consequential loss whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract; or
 - 11.3.3** ex gratia or other compensatory payments made to a third party by the Customer or on the Customer's behalf, arising under or in connection with the Contract.
- 11.4** Subject to clauses 11.1 and 11.3, Bosch's total liability to the Customer in respect of all other losses (including indemnified losses) arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the price paid for the Goods.

12. Events Outside of Our Control - Force Majeure Events

- 12.1** Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event (save for the Customer's obligation to pay for the Goods).
- 12.2** A Force Majeure Event means any event beyond a party'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, failure of energy sources or transport network, acts of God, war, terrorism, civil commotion, malicious damage, breakdown of plant or machinery, fires, floods, storms, earthquakes, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.
- 12.3** If the Force Majeure Event prevails for a continuous period of more than 28 days, Bosch may terminate the Contract by giving 20 Business Days' written notice to the Customer. On the expiry of this notice period, the Contract will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach occurring prior to such termination.

13. Confidentiality

- 13.1** The Customer shall not at any time duplicate, commercially exploit or disclose to any person any confidential information concerning the business, affairs, customers, clients, suppliers or products (including characteristics which can be deduced through knowledge or experience) of Bosch, except as permitted by clause 13.2.
- 13.2** The Customer may disclose Bosch's confidential information:
- 13.2.1** to those of its employees who need the confidential information in order to make use of the Goods in the ordinary course of the Customer's business; or
 - 13.2.2** if the Customer has obtained prior written consent from Bosch; or
 - 13.2.3** as may be required by law, court order or governmental authority.
- 13.3** The Customer shall ensure that its employees whom it discloses Bosch's confidential information comply with this clause 13.
- 13.4** At Bosch's reasonable request, the Customer shall immediately return or destroy all confidential information (including any copies) it holds about Bosch.
- 13.5** Without prejudice to any other rights or remedies that Bosch may have, the Customer acknowledges and agrees that damages alone would not be an adequate remedy for any breach of this clause 13 by the Customer. Accordingly, Bosch shall be entitled, without proof of special damages, to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of this clause 13.

14. Intellectual Property

- 14.1** The Customer acknowledges that Bosch is the absolute owner of Bosch's Intellectual Property Rights and the Customer shall not assert or attempt to assert any rights in relation to Bosch's Intellectual Property Rights.
- 14.2** The Customer shall not use or exploit Bosch's Intellectual Property Rights other than as set out in these Terms or as agreed with Bosch in writing.

14.3 Bosch shall not be liable for claims arising from an infringement of third party Intellectual Property Rights which are based on modifications made to the Goods, the incorporation of additional devices, the combination of the Goods (or any part of them) with other equipment or devices not supplied by Bosch or for Goods which were manufactured in accordance with the Customer's instructions or to a specification provided by the Customer. The Customer shall indemnify Bosch in respect of such claims.

14.4 Bosch shall not be liable for claims arising from an infringement of third party Intellectual Property Rights unless at least one Intellectual Property Right from the property right family has been published by the European Patent Office or in Great Britain.

15. Data Protection

15.1 The Customer and Bosch shall comply with all requirements of the Data Protection Act 1998.

15.2 Bosch may monitor and record information relating to the Customer's business and trade performance. Bosch may make such information available to credit referencing agencies who may share that information with other businesses in assessing applications for credit and fraud prevention. The Customer consents to Bosch processing its data for these purposes.

15.3 The Customer consents to Bosch approaching any referees nominated by the Customer.

15.4 So far as permitted by law, the Customer shall reply to Bosch in relation to any credit enquiries regarding its trade or business.

16. Health and Safety

16.1 Where necessary, Bosch will provide the Customer with information and/or written conditions for the safe and proper use of the Goods.

16.2 The Customer shall: ensure that any information and/or written conditions provided by Bosch are communicated to users of the Goods (or products in which the Goods are components); provide all assistance required by Bosch with any recall or service action in relation to the Goods; and that, as far as is practicable, the Goods can be properly used safely and without risk to health.

17. WEEE Directive

17.1 The Customer acknowledges that, pursuant to the WEEE Directive, Bosch may be required to finance the costs of collection, treatment, recovery and disposal of certain Goods supplied to the Customer.

17.2 The Customer shall be liable for and shall indemnify Bosch against any and all claims, actions, liabilities, losses, damages, costs and expenses (including reasonable legal expenses) incurred by Bosch in complying with the WEEE Directive in respect of the Goods supplied in accordance with these Terms.

18. Other Important Information

18.1 Assignment

18.1.1 Bosch may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

18.1.2 The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of Bosch.

18.2 Notices

18.2.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, and shall be delivered personally, sent by pre-paid first-class post, or recorded delivery addressed to:

For Bosch: c/o Robert Bosch UK Holdings Limited, C/LSR-GB, PO Box 1092, Uxbridge, UB98 9UX ; and

For the Customer: at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as the Customer has specified to Bosch in writing in accordance with this clause.

18.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 18.2.1; or if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting.

18.2.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

18.3 Severance

18.3.1 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

18.3.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

18.4 Except as expressly provided in these Terms, the rights and remedies provided under these Terms are in addition to, and not exclusive of, any rights or remedies provided by law.

18.5 A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

18.6 A person who is not a party to the Contract shall not have any rights under or in connection with it.

18.7 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

18.8 The Contract, these Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales. For the avoidance of doubt, the United Nations Convention on the International Sale of Goods shall not apply to the Contract. The international rules for the interpretation of trade terms prepared by the International Chamber of Commerce (Incoterms) shall apply but where they conflict with the Contract, the Contract shall prevail.

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This leaflet is accurate at the date of printing and should be disregarded if specification and/or appearances are changed in the interests of continued improvement.

The statutory rights of the customer are not affected.