

Pall Standard Terms And Conditions Of Sale Non-Systems - UK

Pall Europe Limited Terms and Conditions for the supply of goods (B2B only)

The Buyer's attention is particularly drawn to the exclusions and limitations of liability at Clause 7.

1. **Scope**

1. Except where otherwise agreed between us in writing, these Terms and Conditions (the "**Terms**") will exclusively apply to all contracts concerning sales, products and other services (the "**Products**") concluded between Pall Europe Limited (hereinafter referred to as "Pall" or "we" or "us" or "our") and a customer (the "**Buyer**") via the online shop shop.pall.co.uk ("Pallshop").
2. The contract between Pall and the Buyer will comprise these Terms, the Order together with our email acceptance of the Order (if any) and any other terms expressly agreed between us in writing (the "**Contract**"). The Contract constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral relating to its subject matter.
3. Please read these Terms carefully and make sure that you understand them before ordering any Products from our site. If you refuse to accept these Terms, you will not be able to order any Products from our site.
4. We amend these Terms from time to time. Every time you wish to order Products, please check these Terms to ensure you understand the terms which will apply at that time.
5. These Terms, and any Contract between us, are only in the English language.
6. We recommend that you print and keep a copy of these Terms together with the Order or save them to your computer for future reference.
7. Deviating, conflicting, supplemental or any other Terms of the Buyer are not accepted by Pall, unless Pall expressly agrees in writing. For the avoidance of doubt, this exclusion will apply in respect of all Products where we make delivery without reservation to the Buyer even though we are aware of the Buyer's Terms.
8. Our Terms will only apply if the Buyer is trading as a business. Pallshop will carry out validation checks to ensure that this is the case.
9. If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use our site to purchase Products.

2. **Offer, Conclusion of Contract and Documents**

1. The subject matter of the Contract is the sale of goods, in particular filters and filter systems. Information, in particular on the main features of the goods, can be obtained from the item description and the supplementary details on our site
2. Our shopping pages will guide you through the steps you need to take to place an order with us. By clicking on the order button on our site, you submit a binding offer to purchase the Products placed in the shopping basket (the "**Order**"). Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.
3. After you place an order, you will receive an e-mail from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in Clause 2.4.
4. We will confirm our acceptance to you by sending you an e-mail that confirms that the Products have been dispatched ("**Dispatch Confirmation**"). The Contract between us will only be formed when we send you the Dispatch Confirmation.

5. If you are not trading as a business in accordance with Clause 1.8, Pallshop reserves the right to cancel any orders placed prior to despatching the Products.
 6. If we are unable to supply you with a Product, for example, because that Product is not in stock or no longer available or because we cannot meet your requested delivery date or because of an error in the price on our site, we will inform you of this by e-mail and we will not process your order. If you have already paid for the Products, we will refund you the full amount including delivery costs charged as soon as possible.
 7. The images of the Products on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflects the colour of the Products. Your Products may vary slightly from those images. All goods and services offered on the Pallshop website are subject to availability.
 8. Pall owns all intellectual property rights in and to the contents of our website and all offers and other documents made available on our website or provided to the Buyer. These must neither be reproduced nor made available to third parties without Pall's consent and must be destroyed or returned to Pall after the completion of the Contract or if no Contract is formed between us.
- 3. Our Right to Vary These Terms**
1. We amend these Terms from time to time.
 2. Every time you order Products from us, the Terms in force at the time of your will apply the Contract between you and us.
 3. We may revise these Terms as they apply to your order from time to time to reflect changes in relevant laws and regulatory requirements.
 4. If we have to revise these Terms as they apply to your order, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the Contract if you are not happy with the changes.
 5. Notwithstanding anything herein to the contrary, the Contract may be modified or terminated/cancelled, and scheduled shipments hereunder may be deferred or changed, only: (i) upon Buyer's prior written notice to Pall, and Pall's written acknowledgment of the notice; and (ii) upon terms satisfactory to Pall. Buyer shall pay to Pall all fees, charges and/or costs that Pall assesses because of any modification, termination/cancellation, deferment and/or change, including without limitation all termination/cancellation fees, restocking fees, storage fees, insurance costs, freight costs, nonrecurring engineering or production costs and recovery of cost plus reasonable profit required in the event of Buyer's termination without cause.
- 4. Delivery Terms, Shipping and Passing of Risk**
1. The risk in the Products will pass to the Customer on completion of delivery.
 2. We will contact you with an estimated delivery date, which will be within 2-4 days after the date of the Dispatch Confirmation (the date on which we e-mail you to confirm our acceptance of your order. Occasionally our delivery to you may be affected by an Event Outside Our Control. See Clause 10 for our responsibilities when this happens
 3. Delivery of an Order will be completed when we deliver the Products to the address you gave us or you or a carrier organised by you collect them from us and the Products will be your responsibility from that time.
 4. You own the Products once we have received payment in full, including all applicable delivery charges.
 5. In case Pall fails to deliver on time, the Buyer will only be entitled to cancel the Contract if Pall is responsible for the delay and after 3 months has expired without the goods being delivered.
 6. If you choose to cancel your Order for late delivery, you can do so for just some of the Products or all of them, unless splitting them up would significantly reduce their value. If the Products have been delivered to you, you will have to return them to us or allow us to collect them, and we will pay the costs of this. After you

cancel your order we will refund any sums you have paid to us for the cancelled Products and their delivery.

7. We will only be entitled to make partial deliveries of Products if (i) the Buyer can use the partial delivery for the purpose agreed in the Contract, (ii) delivery of the remaining ordered Products is ensured, and (iii) this does not cause the Buyer considerable additional work and/or expenses (unless Pall agrees to bear such costs). Each partial delivery will be deemed to be a separate Contract and no cancellation or termination of any one Contract relating to an instalment will give the Buyer the right to cancel or terminate any other Contract(s).
8. If the Buyer fails to accept delivery, Pall will be entitled to claim compensation for damage incurred, including any additional expenses (e.g. storage costs). Any further rights will remain unaffected.
9. Unless agreed otherwise, shipping is effected "CPT" which will also be the place of performance. At the request of the Buyer, the goods will be shipped to a different destination at the Buyer's expense (sale by delivery). The choice of the shipment method (in particular transport company, mode of shipment, packing) will be at Pall's reasonable discretion. To the extent that there is any inconsistency between "CPT" (as such term is defined in Incoterms 2020) and these Terms, Incoterms 2020 will take precedence.

5. **Prices and Payment**

1. The prices of the Products will be quoted on our site at the time you submit your order. We take all reasonable care to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system. However, there may be times when we discover an error in the price of Product(s) you ordered.
2. Prices for our Products may change from time to time, but changes will not affect any order you have already placed.
3. The price of the Products excludes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products in full before the change in VAT takes effect.
4. The price of a Product does not include delivery charges. Our delivery charges are as advised to you during the check-out process, before you confirm your order. To check relevant delivery charges, please refer to our delivery charges page shop.pall.co.uk/Shipping-costs.html.
5. If any sum payable to Pall is not paid on or before the due date for payment Pall will be entitled to charge the Buyer interest on that sum at 4% per annum above the base lending rate from time to time of the Bank of England from the due date until the date of payment (whether before or after judgment), such interest to accrue on a daily basis. Pall may, at its sole discretion and as alternative, claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

6. **Liability for Defects, Duty to Examine**

1. Pall warrants that on delivery, and for a period of 12 months from the date of delivery (the "**Warranty Period**"), the Goods will:
 - (a) conform with their description;
 - (b) be free from material defects in design, material and workmanship; and
 - (c) be of satisfactory quality (within the meaning of the Sales of Goods Act 1979);and
(d) be fit for any purpose held out by Pall.
2. Subject to Clause 6.3, if:
 - (a) the Buyer gives notice in writing to Pall during the Warranty Period within 2 weeks of discovery that some or all of the Products do not comply with the warranty set out in Clause 6.1;
 - (b) Pall is given a reasonable opportunity of examining such Products; and
 - (c) the Buyer (if asked to do so by Pall) returns such Products to Pall's place of

business at the Buyer's cost, Pall will, at its option, repair or replace the defective Products or refund the price of the defective Products in full.

3. Pall will not be liable for Products' failure to comply with the warranty set out in Clause 6.1 in any of the following events:
 - (a) the Buyer makes any further use of the Products after giving notice in accordance with Clause 6.2;
 - (b) the defect arises because the Buyer failed to follow Pall's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Products or (if there are none) good trade practice regarding the same;
 - (c) the Buyer alters or repairs such Products without the written consent of Pall;
 - (d) the Buyer arises as a result of fair wear and tear, wilful damage, negligence or abnormal storage or working conditions; or
 - (e) the Products differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
4. Except as provided in this Clause 6, Pall will have no liability to the Buyer in respect of Products' failure to comply with the warranty set out in Clause 6.1.
5. The terms implied by section 13 and 15 of the Sales of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
6. These Terms will apply to any repaired or replacement Products supplied by Pall.

7. Retention of Title

1. Subject to Clauses 7.2 and 7.3, legal and beneficial ownership of the Products will not pass to you until we have received in full in cash or cleared funds:
 1. all sums due to us in respect of the Products; and
 2. all other sums which are or which become due to us from you on any account whatsoever.
2. You may resell the Products in the ordinary course of your business (but not otherwise) before we receive payment for the Products. However, if you resell the Products before that time
 1. you do so as principal and not as our agent; and
 2. legal and beneficial ownership of Products will pass to you immediately prior to you entering into a binding contract for the sale of those Products.
3. We may, by giving written notice to you, pass legal and beneficial ownership of the goods (or any of them) to you at any time before such ownership would otherwise have passed to you.
4. Until title of the Products has passed to you, you will:
 1. hold the Products on a fiduciary basis as our bailee;
 2. store the Products (at no cost to us) separately from all other products in such a way that they remain readily identifiable as our property;
 3. not remove, deface or obscure any identifying mark or packaging on or relating to the Products; and
 4. maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery
 5. notify we immediately if you become subject to any of the events listed in Clause 11; and
 6. give us such information relating to the Products as we may require from time to time.
5. If before title to the Products passes to you and you become subject to any of the events listed in Clause 7.6, then, without limiting any other right or remedy, we may have:
 1. your right to resell the Products or use them in the ordinary course of your business ceases immediately; and
 2. We may at any time:
 - (i) require you to deliver up all Products in your possession which have not been resold or irrevocably incorporated into another products; and
 - (ii) if you fail to do so promptly, enter any premises of yours, or of any third party, where the Products are stored in order to recover them. You grant, and will procure that the owner of any relevant third party premises

grants, us, our agents, employees and sub-contractors an irrevocable licence at any time to enter any premises where the Products are or may be stored in order to inspect them, or, where your right to possession, use and resale has terminated, to recover them.

6. Your right to possession, use and resale of the goods will terminate immediately if, before ownership of the goods passes to you in accordance with Clauses 7.1, 7.2 or 7.3:
 1. you have a receiver, administrator or provisional liquidator appointed; you are subject to a notice of intention to appoint an administrator; any person takes any step or action to appoint an administrator in respect of you; you pass a resolution to appoint an administrator in respect of yourself or for your winding-up; have a winding up order made by a court in respect of you; you or any other person proposes or you enter into any composition or arrangement with creditors; or cease to carry on business; or have any steps or actions taken in connection with any of these procedures; or are the subject of anything analogous to the foregoing under the laws of any applicable jurisdiction or are the subject of any proceeding in any Member State of the European Union which is capable of recognition under the EC Regulation on Insolvency Proceedings (EC 1346/2000) or are the subject of an application for the recognition of a foreign insolvency proceeding under the Cross-Border Insolvency Regulations 2006 (SI 2006/1030);
 2. we give you written notice that we have any concerns regarding your financial standing; or
 3. you fail to pay any sum due to us under the Contract on or before the due date/are in breach of any of your obligations under the Contract or any other contract between us and you.
7. If your right to possession, use and resale of the goods terminates in accordance with Clause 7.6 we will be entitled to issue you with a credit note for all or any part of the price of the goods together with value added tax.
8. Our rights contained in this Clause 7 will survive expiry or termination of the Contract however arising.

8. Liability

The Customer's attention is particularly drawn to this clause.

1. Subject to Clause 8.4, Pall's entire Liability for any non-delivery of Products or failure to deliver the Products in accordance with the timescales set out as set out in Clause 4 and Pall will have no other liability for any such non-delivery or failure to deliver.
2. Subject to Clause 8.4, our total liability to you in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will in no circumstances exceed the total price paid by the Customer for the Products
3. Pall will have no liability to the Customer for any:
 1. loss of profit (whether direct, indirect or consequential);
 2. loss of revenue, loss of production or loss of business (in each case whether direct, indirect or consequential);
 3. loss of goodwill, loss of reputation or loss of opportunity (in each case whether direct, indirect or consequential);
 4. loss of anticipated savings or loss of margin (in each case whether direct, indirect or consequential);
 5. loss of bargain (whether direct, indirect or consequential); or
 6. liability of the Buyer to third parties (whether direct, indirect or consequential).
4. Nothing in the Contract will operate to exclude or restrict one party's liability (if any) to the other:
 1. indirect, consequential or special loss,

2. for death or personal injury resulting from its negligence or the negligence of a person for whom it is vicariously liable (negligence being as defined in Section 1(1) Unfair Contract Terms Act 1977);
 3. for its fraud or fraudulent misrepresentation or fraud or fraudulent misrepresentation by a person for whom it is vicariously liable;
 4. breach of the terms implied by section 12 of the Sales of Goods Act 1979 (title and quiet possession);
 5. defective products under the Consumer Protection Act 1987; or
 6. for any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability
5. Nothing in this Clause 8 will prevent or restrict the right of a party to seek injunctive relief or specific performance or other discretionary remedies of the court.
 6. The exclusions from, and limitations of, liability set out in this Clause 8 will be considered severally. The invalidity or unenforceability of any one sub-clause or clause will not affect the validity or enforceability of any other sub-clause or clause and will be considered severable from each other
 7. Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Products. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes.

9. Export Regulations

When reselling the delivery items to other countries, the Buyer will comply with all applicable export control regulations will immediately provide Pall with the respective evidence upon request.

10. Events Outside Our Control

1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in Clause 10.2.
2. An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation relating to extreme weather, natural disaster, fire, accident or other act of God; strike, lock out or other labor shortage or disturbance; lock down, boycott, embargo or tariff; terrorism or act of terrorism, war or war condition or civil disturbance or riot; failure of public or private telecommunications networks; delay of carriers or other industrial, agricultural or transportation disturbance; failure of normal sources of supply; epidemics, pandemics, contagion, disease or quarantine; law, regulation or any act of government; or any other cause beyond our reasonable control.
3. If an Event Outside Our Control takes places that affects the performance of our obligations under a Contract:
 - (a) we will contact you as soon as reasonably possible to notify you; and
 - (b) our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.
4. You may cancel a Contract affected by an Event Outside Our Control, which has continued for more than 30 days. To cancel, please contact us. If you opt to cancel, you will have to return (at our cost) any relevant Products you have already received and we will refund the price you had paid, including any delivery charges.

11. Termination

1. If you become subject to any of the events listed in Clause 7.6, we may terminate the Contract with immediate effect by giving written notice to you.

2. If you commit a material breach of the Contract we may terminate the contract immediately by given you written notice to that effect to you.
3. We may terminate the contract by giving not less than 7 days' written notice to that effect to you if you fail to make any payment due to us under the contract within 14 days after the due date.
4. On termination of the Contract for any reason you will immediately pay to us any outstanding unpaid invoices and interest.
5. Termination of the Contract, however, arising will not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.
6. Clauses which expressly or by implication survive termination of the Contract will continue in full force and effect.

12. How we use your Personal Information

We only use your personal information in accordance with our Privacy Policy available at shop.pall.co.uk/Privacy-Policy.html. Please take time to read our Privacy Policy as it includes important terms which apply to you.

13. Place of Performance, Place of Jurisdiction and Applicable Law

1. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter, or formation (including non-contractual disputes or claims), will be governed by, and construed in accordance with the law of England and Wales
2. Each party irrevocably agrees that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).