

TERMS AND CONDITIONS FOR THE PURCHASE OF PRODUCTS FROM [HTTP://WWW.PILZ.COM/EN-GB/](http://www.pilz.com/en-GB/)

PILZ AUTOMATION TECHNOLOGY

This page contains the legal terms and conditions (**Terms**) on which we sell any of the products (**Products**) listed on our website (**Website**) to you.

Your attention is drawn in particular to the provisions of clause 14.

These Terms will apply to any contract between us for the sale of Products to you (**Contract**). Please read these Terms carefully and make sure that you understand them, before ordering any Products from the Website. Please note that before placing an order you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to order any Products from the Website.

We amend these Terms from time to time as set out in clause 7. Every time you wish to order Products, please check these Terms to ensure you understand the terms which will apply at that time.

These Terms apply to our supply of Products ordered by you using the Website. Where supplies are made by us in respect of orders placed otherwise than via the Website please refer to the applicable terms and conditions entitled "Terms and Conditions for the Supply of Goods" which may be viewed at <http://www.pilz.com/en-GB/termsandconditions>.

These Terms apply to our supply of Products ordered using the Website by customers acting in the course of a business. If you wish to order Products using the Website and you are acting as a consumer, you have certain additional legal rights in respect of any Contract. Please contact us if you require additional information concerning your rights as a purchaser acting as a consumer.

Where any supply of Products includes the supply of associated software products, in addition to these Terms, the terms of the Supplier's "Standard Software Licence" apply in relation to such software products a copy of which may be viewed at <http://www.pilz.com/en-GB/termsandconditions>.

1. INFORMATION ABOUT US

- 1.1 The operator of the Website is Pilz Automation Technology, a company registered in England and Wales under company number LP005673 and with its registered office at Pilz House, Little Colliers Field, Corby, NN18 8TJ. Our main trading address is Pilz House, Little Colliers Field, Corby, NN18 8TJ. Our VAT number is GB706012876.
- 1.2 You may contact us by telephoning our customer service team at 01536 460766 or by e-mailing us at sales@pilz.co.uk.

2. OUR PRODUCTS

The images of the Products on the Website 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 reflect the colour of the Products. Your Products may vary slightly from those images.

3. USE OF THE WEBSITE

Your use of the Website is governed by our "Terms of Website Use" and our "Website Acceptable Use Policy" which may be viewed at <http://www.pilz.com/en-GB/termsandconditions>. Please take the time to read these, as they include important terms which apply to you.

4. HOW WE USE YOUR PERSONAL INFORMATION

We only use your personal information in accordance with our "Website Privacy Policy" which may be viewed at <http://www.pilz.com/en-GB/termsandconditions>. Please take the time to read this policy as it includes important terms which apply to you.

5. ENTIRE AGREEMENT

- 5.1 You confirm that you have authority to bind any business on whose behalf you use the Website to purchase Products.
- 5.2 These Terms and any document expressly referred to in them constitute 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.
- 5.3 You acknowledge that in entering into this Contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in them.
- 5.4 You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

6. HOW THE CONTRACT IS FORMED

- 6.1 Our Website pages will guide you through the steps you need to take to place an order with us. 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.
- 6.2 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 6.3.
- 6.3 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.

- 6.4 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 the Website as referred to in clause 10.5, 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 any delivery costs charged as soon as possible.

7. OUR RIGHT TO VARY THESE TERMS

- 7.1 We amend these Terms from time to time. Every time you order Products from us, the Terms in force at the time of your order will apply to the Contract between you and us.
- 7.2 We may revise these Terms as they apply to your order from time to time to reflect circumstances including without limitation changes in relevant laws and regulatory requirements or where we in our absolute discretion determine that such revision is necessary.
- 7.3 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. You may cancel either in respect of all the affected Products or just the Products you have yet to receive. If you opt to cancel, you will have to return (at our cost) any relevant Products you have already received and we will arrange a full refund of the price you have paid, including any delivery charges.

8. DELIVERY

- 8.1 We will contact you with an estimated delivery date but the time for delivery shall not be of the essence of the Contract. Occasionally our delivery to you may be affected by an Event Outside Our Control. Please refer to clause 15 for our responsibilities when this happens.
- 8.2 If no one is available at your address to take delivery, we will leave you a note that the Products have been returned to our premises, in which case, please contact us to rearrange delivery.
- 8.3 Delivery of an Order shall be completed when we deliver the Products to the address you gave to at the time of your Order and the Products will be your responsibility and at your risk from that time.
- 8.4 You will not own the Products until we have received payment in full, including all applicable delivery charges.
- 8.5 We may refuse to deliver the Products where such delivery would place us in breach of any statutory or regulatory provision which is binding on us and is applicable to our supply of Products under the Contract. In the event that we are prevented from delivering the Products pursuant to the provisions of this clause 8.5, we each acknowledge and agree that

such non-delivery shall not place us in breach of the Contract which shall be deemed null and void and of no further effect.

9. INTERNATIONAL DELIVERY

We are only able to deliver Products to delivery destinations in the United Kingdom.

10. PRICE OF PRODUCTS AND DELIVERY CHARGES

- 10.1 The prices of the Products will be as quoted on the Website 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, please refer to clause 10.5 for what happens if we discover an error in the price of Product(s) you ordered.
- 10.2 Prices for our Products may change from time to time, but changes will not affect any order you have already placed.
- 10.3 The price of a Product includes 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.
- 10.4 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.
- 10.5 The Website contains a large number of Products. It is always possible that, despite our reasonable efforts, some of the Products on the Website may be incorrectly priced. If we discover an error in the price of the Products you have ordered we will contact you to inform you of this error and we will give you the option of continuing to purchase the Product at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. Please note that if the pricing error is obvious and unmistakeable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Products to you at the incorrect (lower) price.

11. HOW TO PAY

- 11.1 You can only pay for Products:
 - (a) using a debit card or credit card; or
 - (b) through an approved credit account which have authorised for your use.
- 11.2 Payment for the Products and all applicable delivery charges is in advance. We will not charge your debit card or credit card until we dispatch your order.

12. MANUFACTURER GUARANTEES

Some of the Products we sell to you come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's guarantee provided with the Products.

13. OUR WARRANTY FOR THE PRODUCTS

13.1 For Products which do not have a manufacturer's guarantee, we provide a warranty that on delivery and for a period of 12 months from delivery, the Products shall be free from material defects. However, this warranty does not apply in the circumstances described in clause 13.2.

13.2 The warranty in clause 13.1 does not apply to any defect in the Products arising from:

- (a) fair wear and tear;
- (b) wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;
- (c) if you fail to operate or use the Products in accordance with the user instructions;
- (d) any alteration or repair by you or by a third party who is not one of our authorised repairers; or
- (e) any specification provided by you.

14. LIMITATION OF LIABILITY

14.1 Nothing in these Terms limits or excludes our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession).

14.2 Subject to clause 14.1, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) any loss of profits, sales, business, or revenue;
- (b) loss or corruption of data, information or software;
- (c) loss of business opportunity;
- (d) loss of anticipated savings;
- (e) loss of goodwill; or
- (f) any indirect or consequential loss.

- 14.3 Subject to clause 14.1, 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, shall in no circumstances exceed the price of the Products which you have actually paid to us.
- 14.4 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.
- 14.5 By agreeing to these Terms you expressly acknowledge and agree that the limitation of liability provisions set out in this clause 14 are fair and reasonable given the nature of and the price payable for the Products.

15. EVENTS OUTSIDE OUR CONTROL

- 15.1 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 15.2.
- 15.2 An **Event Outside Our Control** means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- 15.3 If an Event Outside Our Control takes place 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.
- 15.4 You may cancel a Contract affected by an Event Outside Our Control which has continued for more than 30 days. 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 have paid, including any delivery charges.

16. COMMUNICATIONS BETWEEN US

- 16.1 When we refer, in these Terms, to "in writing", this will include e-mail.

- 16.2 Any notice or other communication given by you to us, or by us to you, under or in connection with the Contract shall be in writing and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service or e-mail.
- 16.3 A notice or other communication shall be deemed to have been received: if delivered personally, when left at our registered office; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or if sent by e-mail, one Business Day after transmission.
- 16.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.
- 16.5 The provisions of this clause 16 shall not apply to the service of any proceedings or other documents in any legal action.

17. ADDITIONAL TERMS

- 17.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.
- 17.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- 17.3 This Contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 17.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 17.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 17.6 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) shall be governed by and construed in accordance with the law of England and Wales.
- 17.7 We both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims).