



TERMS AND CONDITIONS

1. DEFINITIONS

1.1 Easy H2O

Easy Water Ltd (Easy H2O) is a private limited company, limited by shares and incorporated under the laws of England and Wales under the registered company number. Our registered office is Easy Water Ltd, Scraptoft Lane, Leicester, LE5 2FD and shall include any subsidiaries of the Company or its authorised contractors;

1.2 Customer

The Customer is a reference to the customer who may be an individual, company, partnership or other body that purchases 'the Goods' from Easy H2O. This does not extend to third parties who may become the end user of Easy H2O products.

1.3 The Goods

This is a reference to any product sold or supplied by Easy H2O and will also include any product that is developed or purchased by Easy H2O from another source.

1.4 Terms

These Terms and Conditions set out the terms of the contract between Easy H2O and the Customer in the supply of all Goods by Easy H2O to the Customer. Variations of these Terms and Conditions will only apply if agreed in writing with Easy H2O in advance of any supply.

1.5 Formation of the Contract

The contract will be formed when one of the following events occurs;

- If ordering Goods using the Easy H2O website, the contract is formed when the Customer confirms payment for the Goods listed in the online cart of the Customer.
- If ordering Goods over the telephone, the contract is formed when the Customer provides and authorises use of payment details to the telephone operative acting on behalf of Easy H2O.

1.6 Subject matter of the Contract

The subject matter of the contract will be detailed in one of the following formats;

If ordering Goods using the Easy H2O website, the subject matter of the contract are those Goods listed in the Customers online cart.

If ordering Goods over the telephone, the subject matter of the contract are those Goods requested by the Customer to and confirmed available to the Customer by the telephone operative of Easy H2O.

1.7 Price and Payment

The price of the Goods that are the subject matter of the contract shall be the price referred to on the website and/or by the telephone operative of Easy H2O. If the Goods are ordered using the Easy H2O website and/or over the telephone, the Payment for the Goods is due immediately upon formation of the contract.

2. DELIVERY, PACKING AND HANDLING

2.1 Dates quoted for delivery of the Goods are approximate and Easy H2O shall not be liable for any delay in delivery of the Goods, howsoever caused.

2.2 Delivery shall take place by such method as Easy H2O decides to use to get the goods to the delivery destination, on or as close to the delivery date as reasonably practicable, given all the circumstances.

2.3 In the event that the Customer requires a delivery on a day or time outside of Easy H2O normal delivery hours (Monday to Friday, 0830 – 1800), Easy H2O reserves the right to make additional charges. The Customer will be advised of this additional charge when the order is confirmed. For the avoidance of doubt, the delivery date is approximate only, and time shall not be of the essence for delivery.

2.4 Delivery of the Goods shall be deemed to have taken place when they have been delivered to the delivery destination as nominated by the Customer.

2.5 In the event that payment for the Goods has been, or is to be, made using a debit or credit card, then Easy H2O reserves the right to only deliver the Goods to the registered address of the card holder of that card.

2.6 If, for any reason, the Customer is unable to accept delivery of the Goods when the Goods are due and ready for delivery, then Easy H2O may, in its absolute discretion, arrange for the storage of the Goods. The Customer shall be liable to Easy H2O for the reasonable costs (including insurance) of such storage. This provision is without prejudice to any of Easy H2O rights in relation to a failure by the Customer to take delivery of the Goods or pay for them in accordance with the Terms of the Contract.

2.7 Easy H2O reserves the right to add an additional packing and insurance charge to any order to protect any Goods during transit.

3. BREAKAGES, DAMAGES AND INCORRECT ORDERS

3.1 Easy H2O **must** be notified of any damage or defect in the quality or condition of the Goods, or any incorrect products or a shortage of products within 24 hours of receipt of the Goods by

the Customer. **This must be done via email to sales@easyh2o.co.uk** In addition, Easy H2O might request photographic evidence of breakages, damages and incorrect orders as necessary.

4. RETURNS

4.1 Cancellation prior to despatch.

If the Customer wishes to cancel the order prior to dispatch, we will endeavour to refund the payment in full within 14 days. The Customer may cancel the order at any point prior to dispatch. **This must be done via telephone** and not email, as there can be no guarantee that the email will be read in time to stop the order being processed. If email notification is received, no guarantee can be given that the order has been cancelled prior to despatch and delivery charges will still be incurred. The customer will be responsible for returning the product(s) at their own cost in these circumstances.

4.2 Cancellation after receipt of Goods – 14 day cooling off period

The Goods must have been ordered via the Easy H2O website and/or via the telephone. The Customer Contracts (Information, Cancellation and Additional Charges) Regulations will apply.

- 4.2.1 The Customer **must** tell Easy H2O that they no longer require their Goods, within 14 days of delivery, via email to sales@easyh2o.co.uk or in writing using recorded delivery. **No other form of communication for returns can be accepted.**
- 4.2.2 Customers will be issued with a returns code and detailed instructions as to how to return Goods on receipt of their email/letter. Return codes are valid for 14 days.
- 4.2.3 The Goods must not have been installed or used in any way.
- 4.2.4 Customers exercising their right to cancel after the Goods have been delivered, will be responsible for returning the Goods at their own cost and in a re-saleable condition. Returned Goods will only be accepted if they are returned in their original packaging, complete, unused and with all instruction manuals. Goods must be in a condition to be able to return to stores, as new, which includes free of odour.
- 4.2.5 The Customer has a statutory duty to take good care of the Goods during this 14 day cancellation period and to return the Goods to Easy H2O.
- 4.2.6 Easy H2O reserve the right to retain any costs incurred in delivering the Goods to the Customer as part of the original delivery.
- 4.2.7 Customers are responsible for obtaining proof of delivery, insurance during transit and proof of receipt of returned Goods with their courier company. Easy H2O can accept no liability for Goods received damaged on return or non-arrival of Goods.

- 4.2.8 Bespoke/Special order Goods made to customers own specifications cannot be returned, **in any circumstances**, unless faulty. In the case of a fault to bespoke/special order items, a replacement will be supplied, subject to fault testing and necessary checks by Easy H2O .
- 4.2.9 Should Goods be returned in damaged packaging, Easy H2O reserves the right to incur charges of up to £35.00 to cover new packaging, including but not limited to, the examination of the goods and any administration costs.
- 4.2.10 All refunds will be processed within 14 days from **receipt** of returned Goods, subject to the Terms of Return being fulfilled, detailed as above, 4.2.1 to 4.2.9

5 WARRANTY

Should an item become faulty and H2O accepts the item for investigation, the item will remain the property of the Customer during the investigation. As such Customers are agreeing to accept their Goods back at the end of the investigation and subsequently pay for their return, should no fault be found. This forms part of the agreement to our Terms and Conditions in accepting Goods under our Warranty Agreement.

- 5.1 Easy H2O warrants to the Customer that if the Goods are or become defective and that if in the opinion of , the Easy H2O defect is due to faulty materials or workmanship, Easy H2O will from the date of sale of the Goods to the Customer, and during the warranty period , appropriate to the Goods as advised by Easy H2O upon formation of contract, repair or replace, at its sole option, free of charge, the Goods, any such defective component part of the Goods, subject to the following Terms:
- 5.2 The Goods have always been used in accordance with the installation and operating instructions issued by Easy H2O.
- 5.3 The Easy H2O warranty only covers breakdowns or faults due to defect in materials or workmanship. It does not cover Acts of God, wear & tear, gradual deterioration in performance, failure caused by, connection to incompatible equipment, ingress of moisture, fluid or foreign bodies, physical or electrical stress, connection to an electrical supply for which it has not been adjusted, lightning strike, incorrect storage, operation or use of the product in unsuitable environments or inappropriate applications, incorrect installation, lack of regular routine servicing and maintenance, accidental damage or damage caused by negligence or misuse, items considered by Easy H2O to be of a consumable nature, usage of parts or consumables not approved by Easy H2O, unauthorised modification, incorrect adjustment or repair and servicing by persons other than those contracted by Easy H2O.
- 5.4 Should a breakdown occur, and replacement Goods are provided in place of a repair to the original Goods, the replacement Goods shall be regarded as a like for like replacement and the balance of any remaining warranty period will transfer to the replacement Goods. Subject to product availability, Easy H2O reserves the right to

provide a fully refurbished exchange unit as the replacement Goods. Should this remedy be unavailable, an alternative model will be provided as the replacement Goods. If an alternative model is provided it will be of the same or of a higher specification than the Goods replaced. When replacement Goods are provided, ownership of the replacement Goods will vest in the Customer and ownership of the replaced Goods will vest in Easy H2O.

- 5.5 The sole and exclusive remedy under this warranty against Easy H2O is for the repair or replacement of the Goods or replacement of any defective parts. No other remedy, including, without limitation, incidental or consequential damage or loss of whatsoever nature shall be available.
- 5.6 This warranty is made available to the Customer who is the initial purchaser of the product provided that appropriate proof of purchase can be produced. Warranty is not transferable and the place of performance of any service provided under this warranty shall be within the UK and Ireland only.
- 5.7 Easy H2O shall not be liable for installation or removal or de-installation or re-installation of the Goods or for call out charges. Easy H2O shall not be liable for collection or delivery charges relating to an equipment repair or replacement or for any loss, consequential or otherwise caused by a delay in the performance of services provided for under this warranty and at its sole discretion, subject to Terms prevailing at the time be they territorial or otherwise reserve the right to withdraw in part or total, other services which may have been offered from time to time.
- 5.8 It is the Customers responsibility to arrange for the return of the Goods to Easy H2O. This includes the cost of secure packaging, insurance to cover the Goods during transit from the Customers address to Easy H2O and the cost of shipping the Goods. The Goods remain the property of the Customer during any fault-finding procedures instigated by Easy H2O.
- 5.9 Should the Goods be deemed to be faulty and covered under the warranty arrangement, then the cost of returning the Goods to Easy H2O will be reimbursed. Receipts will be required for reimbursement of costs. Easy H2O will cover the cost of returning the Goods, once repaired, to the Customer.
- 5.10 Where Goods are deemed to be 'fault not found', the packaging, insurance and transit costs will be the responsibility of the Customer, the owner of the Goods. Easy H2O reserve the right to charge the Customer for the cost of returning Goods, including insurance, additional packaging and subsequent charges for storage and Goods disposal should the Customer decide to not accept the return of their Goods, for whatever reason.
- 5.11 The warranty does not cover;
- Component parts that due to their nature become worn and are expected to be replaced in normal use

- Component parts such as filters and lamps that have a finite life and need to be replaced as part of a regular maintenance routine
- Equipment that has been in use for more than a specified period or operated for more than a specific number of hours as advised by Easy H2O at the outset of purchase or during the life of the product. The onus is with the customer to check this specific period by contacting Easy H2O
- Equipment or parts not supplied by Easy H2O or through an approved UK or Ireland Reseller.
- Equipment that requires regular replacement of key parts within certain timescales where;
 - replacements have not been fitted,
 - replacements have been fitted incorrectly,
 - wrong parts have been fitted
 - where timescales for changing replacement parts have been exceeded.

Easy H2O reserves the right to withdraw warranty in these circumstances.

Nothing in this express warranty affects the statutory rights available to the purchaser of this equipment.

6. DISCLAIMER

The provisions of this disclaimer shall be for the sole benefit of Easy H2O. All Goods are sold or supplied for use on water supplies only and should not be used for any other purpose. The Customer of any Goods is continually responsible for the thorough verification of the potential risks associated with and suitability for the use of the Goods. Easy H2O provides no warranty, and it shall not be implied, whether through any description or otherwise, that any Goods conform to, or are suitable for any specific purpose, unless written confirmation of such a warranty as to suitability of the Goods for purpose addresses specific Goods and Customer.

Easy H2O may recommend to a Customer, specific Goods. These recommendations are based solely upon the information received by Easy H2O from or on behalf of the Customer. Therefore, any recommendations by Easy H2O to a Customer in relation to any Goods shall be provided only as an opinion and shall not be construed as an express or implied warranty as to any recommendation given, unless written confirmation of a warranty to that effect is provided by Easy H2O to the Customer and the Customer is referred to the clause immediately preceding this. Easy H2O takes no responsibility for evaluating the safety or risk levels of any Goods, nor have any Goods been evaluated for safety by the Foods Standards Agency, any government department, or any other agency.

7. TITLE

Title in the Goods will remain with Easy H2O until cleared funds are received by Easy H2O in relation to the payment for the Goods.

8. RISK

If it is agreed that the Goods will be delivered to the Customer, the Goods will be on the Customer's risk upon delivery to him. If it is agreed that the Customer will collect, the Goods will be on the Customer's risk upon collection by him. If the Customer is returning Goods by delivery to Easy H₂O, the Goods will be on the risk of Easy H₂O upon delivery. If the Customer is returning Goods by Easy H₂O collecting the Goods, the Goods are on the risk of Easy H₂O upon collection.

8. DATA PROTECTION

Under the Data Protection Act, and the more recent General Data Protection Regulation, we have a legal duty to protect any information we collect from you. We keep strict security standards to prevent any unauthorised access to it. We collect Customer's details, included but not limited to their address, contact information, purchases and any communication that passes electronically or otherwise. Cookies are pieces of data that are often created when you visit a website, and which are stored in the cookies directory of your computer. Cookies are created when you visit our site. Our cookies store a random number on your computer to help us count the number of times users return to our site. The cookies do not contain any personal information about you, and they cannot be used to identify an individual user. You can set your browser not to accept cookies. We do not pass on any personal information you have given us to third parties. This privacy policy applies only to our site, so you should always be aware when you are moving to another site and read the privacy statement of any other site(s) that collect personal information about you. We do not pass on any personal information you have given us to any other site. Where you are directed to our website site from another site (for example a search engine) we may receive personal information relating to you from the other site(s). You should read the privacy policies applicable to such sites as these will govern the use of any personal information that you provide when accessing such sites and which is provided to us. If you wish to see our records of any correspondence you have sent to us, or if you have a query or complaint about this privacy policy or about the site, you can contact us by email. If this privacy policy changes in any way, we will place an updated version on this page. Regularly reviewing this page ensures you are always aware of what information we collect, how we use it and under what circumstances, if any, we will share it with other parties. We reserve the right to contact you regarding essential replacement products and servicing that will ensure the equipment we have supplied you with, will continue to operate at optimum performance, ensuring your health and wellbeing.

9. RESTRICTION ON USE OF THIS SITE AND ITS CONTENT

The Site is owned and operated by us. All materials appearing on the site, including the text, site design, logos, graphics, icons, and images, as well as the selection, assembly, and arrangement thereof, are the sole property of us. You agree to use the content of the site only for your personal use and for no other purpose. We authorise you to download and print documents and portions of documents, including but not limited to information published by us on the site and expressly labelled as "downloadable", solely for personal viewing and browsing purposes. However, any technical information that you download is also governed by these Terms and Conditions. Any other copying, modification, reproduction, performance, display, incorporation into any other web site or other work, mirroring the site, redistribution, retransmission, or publication of any downloaded material is strictly prohibited without our express written consent. You agree not to change or delete any copyright, trademark, or other proprietary notices from any copy of these documents which you download or print. You must give us prior

written notice if you wish to link any other web page, etc. to our website. Such notice should be sent to the address of our registered office. We reserve the right to refuse anyone permission to link to our site, for any or no reason.

10. GENERAL

The contract shall be governed and construed according to the laws of England and Wales and the parties submit to the exclusive authority of the Courts of England and Wales. If any provision in these Terms and Conditions is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and these Terms and Conditions shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of these Terms and Conditions. The remaining provisions of these Terms and Conditions shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from these Terms and Conditions. The masculine gender shall include the feminine gender and the singular shall include the plural and vice versa.

Every purchase order made through the Easy H₂O website is subject to acceptance of these Terms and Conditions. We retain the right to amend these Terms and Conditions at any time. This includes the right to amend, remove or vary the content of anything displayed on the website, without notice. The website user takes entire responsibility to read these Terms and Conditions each time they place an order. These Terms and Conditions do not affect your statutory rights. Once an order has been placed, the website user assures their agreement of these Terms and Conditions and we will treat their order as an acceptance of these Terms and Conditions. Equally those Customers who contact Easy H₂O by phone and place an order, will receive an email to confirm their order. These Terms and Conditions will also form a contract relating to the Terms and Conditions as part of their verbal purchase.

