

Terms and Conditions of Sale

Thank you for ordering products from Vorwerk UK Limited. This document sets out the terms and conditions that apply to your purchase. Please ensure that you read these terms carefully and check that the details on the Order Form and/or Order Confirmation (as applicable) are complete and accurate. In these terms and conditions, "We", "Us" and "Our" refer to Vorwerk UK Limited, a company registered in England and Wales, whose company registration number is 05228875 and whose registered office is at Ashurst Manor, Church Lane, Ascot, Berkshire, SL5 7DD, UK. Our registered VAT number is GB868919257. "You" and "Your" refer to the customer whose details are set out on the corresponding Order Form or Order Confirmation.

1. Definitions

"Consumer" means that You are an individual acting for purposes that are wholly or mainly outside your trade, business, craft or profession.

"Commercial Purposes" means that You will use the Product(s) for purposes relating to your trade, business, craft or profession.

"Domestic Purposes" means that You will use the Product(s) for purposes that are wholly outside your trade, business, craft or profession.

"Order" means Your order for the Products, provided on an Order Form or by other means such as telephone, email or post, accompanied by Your payment of the Price in full.

"Order Form" means the form on the reverse of these terms and conditions.

"Order Confirmation" means the document completed by Us in response to an Order placed by You and which shall restate the name and quantity of Product(s) specified by You, and the Price given by Us, within the Order Form or during the ordering process (as applicable).

"Price" means the price of the Products specified by Us and valid at the time of Your Order.

"Product" means the Product specified on the relevant Order Form or Order Confirmation.

"Specification" means the specification of the Products that is set out on Our website at the time of Your Order and/or provided to You in paper form, as amended from time to time in line with legislative and safety requirements.

"Trader" means that You are acting for purposes relating to your trade, business, craft or profession.

2. Sale of Products

- (a) When You sign and submit an Order (including, if appropriate, online) to Us, this does not mean We have accepted your Order for Product(s). Our acceptance of the Order will take place and these terms will become binding on You and Us when We issue You with an Order Confirmation, at which point a contract will come into existence between You and Us. In the unlikely event that We are unable to provide You with the Product(s), We will inform You of this in writing and We will not process the Order.
- (b) If You have placed Your Order without completing Our Order Form (placing it by telephone or email, for example), We will contact You in writing to confirm that We are able to provide the Product(s) requested and will provide you with a copy of these terms. We shall supply You with an Order Confirmation within three (3) working days of receipt of Your Order. We agree to supply and, subject to Your right to change Your mind as set out in paragraph 4 below, You agree to purchase the Products set out in the applicable Order Form and Order Confirmation. We will take payment for the Price of the Products in full at the time You place Your Order via Debit/Credit Card payment or on the payment terms otherwise agreed and confirmed by us in the Order Confirmation.

3. Delivery of Products

- (a) Delivery of the Products shall be made to Your address or such delivery address included in the Order Form or, where an Order Form is not used, as is notified by You at the time of placing Your Order. This address will be restated within the Order Confirmation. If the delivery is by courier with a signature required, You shall make all arrangements necessary to take delivery of the Products when they are tendered for delivery. Time and date of delivery shall not be of the essence of this Agreement (as defined in paragraph 8 herein) unless previously agreed by Us in writing. You will be contacted with an estimated delivery date, which will be within ten (10) calendar days after the day on which we issue Your Order Confirmation. We will use reasonable endeavors to complete Our delivery to You, but occasionally Our delivery to You may be affected by an event outside of our control, in which case we will notify You as soon as reasonably possible and Our obligations under these terms will be suspended and the time for performance of Our obligations will be extended for the duration of the event. Where necessary, We will arrange a new delivery date with you after the event is over. Delivery of an Order shall be complete when We deliver the Product(s) to the address You gave Us and the Product(s) will be Your responsibility from that time, as further set out at clause 5 below.
- (b) If You fail to take delivery of the Products or fail to give Us adequate delivery instructions, (other than by reason of any cause beyond Your reasonable control or by reason of Our fault) and fail to collect or arrange for re-delivery within three (3) working days of the date of our attempted delivery, then We may store the Products until actual delivery and charge You for the reasonable costs (including insurance) of storage. You will then have up to three (3) working days to let Us know if You still want the goods, and would like Us to attempt re-delivery (to the same or a different address). If You notify Us that You would like Us to re-deliver, We may have to charge You again for the delivery.
- (c) If We miss the 10 day delivery deadline for the Product(s), then You may cancel Your Order straight away if any of the following apply:
- i. We have refused to deliver the Product(s);
 - ii. You can show that delivery within the delivery deadline was essential (taking into account the relevant circumstances); or
 - iii. You told Us before We accepted Your Order that delivery within the delivery deadline was essential.
- (d) If You do not wish to cancel Your Order straight away, or do not have the right to do so as set out immediately above, You can give Us a new deadline for delivery, which must be reasonable, and You can cancel Your Order if we do not meet the new deadline. If You do choose to cancel Your Order for late delivery under this clause 3, you can do so for just some of the Product(s) or all of them, unless splitting them up would significantly reduce their value. If the Product(s) have been delivered to You, You will have to return them to Us or allow Us to collect them, and We will pay the cost of this. After You cancel Your Order We will refund any sums You have paid to Us for the cancelled Product(s) and their delivery.

4. Your Right to Change Your Mind/Cancellation

- a) We hope that You will be happy with the Product(s) ordered. However, if for any reason You wish to return them, or to cancel Your Order prior to the Product(s) being dispatched, You must notify Us in writing by whichever is the later of:
- i. Within fourteen (14) calendar days of placing Your Order, or
 - ii. Within fourteen (14) calendar days of receiving the Product, or the last Product, where Your Order was for multiple Products.

Any written statement must be communicated to Us by letter to Vorwerk UK Limited, Ashurst Manor, SL5 7DD or via email to info@vorwerk.co.uk

Notice of cancellation is deemed received when:

- i. by first class post: at 9:00 am on the second Business Day after posting;
- ii. by email: 24 hours from delivery if sent to the correct email address and no notice of delivery failure is received.

Upon receipt of Your written statement, we will confirm your cancellation in writing.

- (b) Once Your cancellation has been confirmed by Us in writing, we will refund to You the Price paid. This includes any delivery charges (except for any supplementary costs arising if You chose a type of delivery other than the least expensive type of standard delivery offered by Us). We will make reimbursement without undue delay, and not later than:
- i. fourteen (14) calendar days after the day We receive back from You the Product(s) supplied; or
 - ii. if there were no Product(s) ever dispatched, fourteen (14) calendar days after the day on which we are informed about Your decision to cancel this contract.
- (c) Our right to change Our mind: We may have to cancel an Order before the Product(s) are delivered, due to an event outside our control or the unavailability of stock. If this happens, we will promptly contact You to let You know and, if You have made any payment in advance for the Product(s) that have not been delivered to You, We will refund these amounts to You.

5. Risk and Property:

You are responsible for the care of the Products from the point at which they are delivered to You. However, property in the Products will not pass to You until We receive cleared funds in payment of the Price. Until this occurs, You are required to maintain the Products and all packaging in their original condition. In the unlikely event that You become insolvent or file for bankruptcy or some similar act or event prior to Our receiving payment in full for the Products, You agree that We may enter upon Your premises to retrieve Our Products at any reasonable time after We become aware of such event.

6. Warranties

- (a) Thermomix®: If You are a Consumer and are using the Product(s) for Domestic Purposes, We warrant that the Product(s) will conform to their Specification and will be free of material defects for a period of twenty-four (24) months from delivery.

- (b) Thermomix®: If You are a Trader and are using the Product(s) for Commercial Purposes, We warrant that the Product(s) will conform to their Specification and will be free of material defects for a period of twelve (12) months from the delivery.
- (c) Kobold: If You are a Consumer and are using the Kobold Home Cleaning System for Domestic Purposes, We warrant that it will conform to its Specification and will be free of material defects for a period of five (5) years from delivery. If You are a Consumer and are using any other cordless machine for Domestic Purposes, We warrant that they will conform to their specification and will be free of material defects for a period of two (2) years from delivery.
- (d) Kobold: If You are a Trader and are using the Product(s) for Commercial Purposes, We warrant that the Product(s) will conform to their Specification and will be free of material defects for a period of twelve (12) months from the delivery. During the warranty period We will remedy any defect notified to Us by You provided that:
 - i. the defect is not caused by any use of the Products other than in accordance with the documentation supplied with the Products; and
 - ii. the Products have not been altered or repaired by anyone other than Us; and
 - iii. the defect is not the result of normal wear and tear, and does not arise in consumables which are expected to be replaced in the normal use of the Product.

Thermomix® consumables include spatula, whisk, blade seal, mixing bowl lid, mixing knife (blade unit), measuring cup and Varoma parts etc. Kobold consumables include cloths, brushes, nozzles and hoses etc.

Except where You are buying the Products as a consumer, in which case nothing in these terms and conditions shall reduce Your statutory rights, We hereby exclude all other warranties including those of satisfactory quality and fitness for any particular purpose that may otherwise be implied by law.

Where You have been referred to a third party maintenance provider and you wish to submit a claim for a potential defect in a Product, the third party maintenance provider will advise as to whether the Product remains under warranty and will then either:

- i. Effect the necessary repairs under the terms of the warranty; or
- ii. Where the Product is out of warranty, will provide you with the terms and costs of repairing the Product.

7. Limited Liability:

Where You are buying the Products as a consumer, nothing in these terms and conditions shall reduce Your statutory rights and We shall be responsible to You for any loss or damage You suffer that is a foreseeable result of Our breach of these terms or Our negligence (but We are not responsible for any loss or damage that is not foreseeable).

In all other cases, Our total liability in respect of the supply of any Products shall be for direct costs and damages only and shall not exceed 125% of the Price. Under no circumstances shall We be liable for any loss of profits, loss of revenue, loss of reputation, loss of use, losses caused by any misrepresentation or any indirect or consequential losses arising from the purchase of the Products

for commercial purposes, whether reasonably foreseeable or actually foreseen. Nothing in this agreement shall be taken to exclude liability for death or personal injury caused by Our negligence.

For the purpose of this clause, loss or damage is foreseeable if it is an obvious consequence of Our breach or if it was contemplated by You and Us at the time we entered into this contract.

8. General:

These terms and conditions, together with the Order Form or Order Confirmation and the Specification, constitute the entire agreement between You and Us with regard to the supply and purchase of the Products ("the Agreement"). No other person shall have any rights to enforce any of its terms.

Any terms and conditions on any purchase order or other document supplied by You in addition to or at variance with those set out in the Agreement shall be void and of no effect. Any notice due to be given under these terms and conditions shall be sent to Us at Our address as given above and to You at Your address as set out on the Order Form or Order Confirmation. No waiver by Us of any term or condition herein shall constitute a waiver of that term or condition in any other case. In case any term or condition herein is deemed by a competent court to be unenforceable in whole or in part, the remainder of the Agreement shall continue in force.

9. Jurisdiction and Dispute Resolution

This Agreement is subject to English law and the exclusive jurisdiction of the English courts. Notwithstanding the foregoing, if any dispute arises in connection with this Agreement, You and We will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEOR) Model Mediation Procedure. Unless otherwise agreed, the mediator will be nominated by CEOR.

10. How we may use your personal information:

We will use the personal information you provide to Us to:

- i. provide the Product(s);
- ii. process Your payment for such Product(s).

If You have any questions or complaints, please contact Us. You can contact Us by telephoning Our customer service team at +44 (0) 330 660 0834 (UK) or +353 (0) 1447 5157 [Ireland] or by emailing us at info@vorwerk.co.uk

11. Total satisfaction

We are sure that You will have total satisfaction from Your purchase and experience with Vorwerk UK Ltd. If You are not totally satisfied please contact our Customer Care Team at Vorwerk UK Ltd, Ashurst Manor, Church Lane, Sunninghill, SL5 7DD in writing, by email info@vorwerk.co.uk, or call us on 0330 660 0834 or +353 (0) 1447 5157 (Ireland).

By law Your Product(s) must correspond with their description and any sample by reference to which they were ordered. They must also be of satisfactory quality and be reasonably fit for the purposes for which such goods are normally used or for which You informed the seller that you wanted them. In addition to these legal rights and to your legal right of cancellation set out at paragraph 4,

in accordance with Our aim of total customer satisfaction, We will acknowledge any complaint within 48 working hours and will seek to resolve it as soon as possible thereafter.

You can do this online (www.vorwerk.co.uk/vorwerk/contact-us/), by email at info@vorwerk.co.uk, or call us 0330 660 0834 or +353 (0) 1447 5157 (Ireland).