

## Contract Terms & Conditions

1.  
The Customer agrees that for the term of this agreement Water Coolers (Scotland) Ltd. shall be its exclusive supplier of water coolers and related consumables.
2.  
All equipment including coolers (the "Equipment") is leased and bottles designed to contain water supplied by the Lessor for use therewith (the "bottles") are supplied to the Customer by Water Coolers (Scotland) Limited (the "Lessor") on the terms and conditions described in this Agreement. The Equipment and the Bottles furnished to the Customer by the Lessor shall remain the property of the Lessor. The Lessor agrees to clean and sterilise (sanitise) the leased coolers approximately every quarter year (quarterly). The lessor agrees to repair or replace any faulty equipment without additional charge to the customer within a reasonable time after notice of any defect.
3.  
Water Coolers (Scotland) Limited undertakes to deliver to the customer at the appointed location the specified number of products to a mutually agreeable delivery schedule. Only Water Coolers (Scotland) Limited water may be used in the dispensing equipment. Any other fluids will damage the cooler and may result in contract termination, with a demand for reimbursement for damage caused.
4.  
Water Coolers (Scotland) Limited shall maintain the coolers in sound working condition including replacement if the coolers malfunction due to normal wear and tear through everyday usage. However the general day-to-day cleaning and bottle changing is the responsibility of the customer. This includes emptying drip trays, and wiping splash panel and collar at each bottle change to maintain a clean appearance and to ensure complete hygiene.
5.  
Water Coolers (Scotland) Limited dispensers and bottles are the property of Water Coolers (Scotland) Limited and the customer is responsible to insure and protect them against all risks and physical loss or damage, other than damage arising from faulty equipment. In the case of uninsured damage to the coolers the customer is liable to pay for any repairs required for coolers and/or replacement costs of any equipment.
6.  
The agreement shall be binding for the Initial Period of Rental & Supply, and thereafter shall be renewed on each anniversary of the Initial Period of Rental & Supply for a further period of 12 months unless and until terminated in accordance with the provisions of this clause. Either party may terminate this Agreement by notice in writing served upon the other party at their respective address shown in this agreement by post, fax or e-mail, such notice to be served not less than 3 months prior to the end of either the Initial Period of Rental & Supply or any subsequent renewal period as the case may be. In the absence of termination in accordance with the provisions hereof this Agreement shall be renewed automatically for a period of 12 months on each anniversary thereof. Termination shall be without prejudice to any rights, remedies or liabilities of the parties arising prior to the date of termination. At the end of the Initial Period of Rental & Supply or any subsequent renewal period, we reserve the right to increase our prices.  
  
If the customer wishes to terminate the agreement before the end of the Initial Period of Rental & Supply or any subsequent renewal period, Water Coolers (Scotland) Ltd. may at its discretion release the customer from its obligation under the agreement on payment of cancellation fee.
7.  
The methods and terms of payment are as follows:-
  - a). Equipment rental and sanitisation charges are to be paid quarterly in advance, Natural Mineral Water and cups in arrears.
  - b). The Customer upon entering into the agreement shall pay all due deposits and the 1<sup>st</sup> Quarterly rental and sanitisation charges.
  - c). If any invoice remains outstanding 30 days after the same is due interest shall become payable in addition calculated on a daily basis from the due date of payment at a rate one and half percent per month.
  - d). All equipment will be rented for the rental charges listed overleaf together with Value Added Tax at the applicable rate. All rent and other monies, including charges for water, delivered by the Lessor, must be paid by the Customer within 30 days from receiving the Lessor's invoice.
8.  
The Lessor shall not be liable for any damages caused by the Equipment, the Bottles, servicing of the Equipment or other performance under this Agreement. The sole and exclusive remedy for any breach of condition or warranty express or implied statutory or otherwise including liability for negligence on the part of the Lessor shall be limited to the repair or replacement of any defective equipment or other items supplied and shall in no event include any liability for incidental or consequential loss or damage.
9.  
The Customer shall be responsible for annual testing of the equipment and maintenance of full written records in accordance with the Electricity at Works Regulation 1989.
10.  
This agreement shall be governed and construed in accordance with the Laws of Scotland.