

WOLSELEY UK LIMITED  
TERMS AND CONDITIONS OF SALE  
(Effective December 2018)

**1. HOW TO READ THESE TERMS**

- 1.1. In these Terms, words and phrases that start with a capital letter have the meanings set out in the table at the end, in clause 21.
- 1.2. A reference to a "person" includes an individual or a business (however it is formed).
- 1.3. A reference to a piece of legislation (for example, an act of Parliament), should be interpreted as a reference to that legislation as amended or re-enacted. It also includes any subordinate legislation made under it.
- 1.4. Words and phrases such as "including", "includes", "for example", "such as" and "in particular" should be interpreted as illustrative and are not intended to limit the description or list of words which follows.
- 1.5. In these Terms, "in writing" or "written" includes email but not fax.

**2. FORMING A CONTRACT**

- 2.1. If we accept your Order (which we may do at our discretion) then a binding Contract between you and us will come into existence.
- 2.2. Each Contract between you and us shall incorporate your Order, these Terms and any agreed Special Terms. If there is any conflict or inconsistency between them, then they shall be interpreted in the following order of precedence:
  - 2.2.1. the Special Terms;
  - 2.2.2. these Terms;
  - 2.2.3. your Order.
- 2.3. Except as set out in clause 2.4, the terms of the Contract set out the entire agreement between you and us and shall apply to the exclusion of any terms and conditions that you seek to impose, or which could otherwise be implied by trade, custom, practice or course of dealing.
- 2.4. If the supply of Goods or Services to you is in circumstances which would give rise to a Construction Contract within the meaning set out in Part II of the Housing Grants Construction Regeneration Act 1996 then in the event of a conflict the provision of that Act and the Regulations made under them shall prevail over these Terms to the extent necessary to give effect to that Act but not further or otherwise.
- 2.5. If we have given you a quotation, estimate or similar (whether in writing or orally) then this is merely an invitation to you to do business with us and not an offer which is capable of being accepted by you. However, if you wish to place an Order based on a quotation, estimate or similar then you must state the date, the reference of that quotation or estimate and address for delivery.
- 2.6. Any samples, drawings, descriptive matter, particulars of weight and dimensions or advertising issued by us are approximate only and intended purely as an indication of the Goods and Services that we offer and shall not form part of the Contract.

**3. COLLECTION AND DELIVERY**

- 3.1. Unless we have agreed in writing to deliver the Goods to you (in which case clause 3.2 applies), you agree to collect the Goods from Our Premises, within 5 days from the time that we tell you that the Goods are ready for collection. If you fail to collect the Goods within 5 days then we may (at our option):
  - 3.1.1. store the Goods and charge you a fee for doing so; or
  - 3.1.2. cancel your Order.
- 3.2. Where we have agreed to deliver the Goods to you, then we shall do so at your cost, using a delivery method chosen by us (at our discretion) and to such address in the United Kingdom as is agreed between you and us or, if no such address is agreed, to any address of yours to which we have previously sent correspondence and/or Goods.
- 3.3. If we or our agents arrive at the delivery address as set out in clause 3.2 and are unable to deliver the Goods for any reason, then you agree to pay a reasonable additional charge for us to make an additional visit, as well as any costs we incur in storing the Goods.
- 3.4. If we have given an indication of dates or times for collection or delivery, then you agree that these are estimates only. Time is not "of the essence" in relation to the performance of any of our obligations under the Contract.
- 3.5. You agree that we will not be liable for any costs or losses (direct or indirect) that you may incur as a result of any delivery or delays to delivery including (but not limited to) where this is caused by events, circumstances or causes beyond our reasonable control or by your failure to give us adequate delivery instructions.
- 3.6. Delivery shall be deemed to have been completed when the first of the following take place:
  - 3.6.1. The Goods are made available for unloading at the delivery address set out in clause 3.2;
  - 3.6.2. The Goods are collected by you or any person acting on your behalf; or
  - 3.6.3. The Goods are deposited at the delivery address set out in clause 3.2 notwithstanding that your representative is not present at the time of the deposit.
- 3.7. You agree:
  - 3.7.1. to inspect the Goods as soon as reasonably possible after we have delivered them, or you have collected them (whichever is the case); and
  - 3.7.2. to inform us immediately if you discover that the Goods do not comply with your Order or the warranty set out in clause 8.1.
- 3.8. We may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle you to cancel any other instalment.

**4. CANCELLATION OF YOUR ORDER**

- 4.1. Before we have informed you that the Goods are ready for collection or delivery, we only permit you to cancel or change an Order with our written permission in advance.
- 4.2. Where the Goods have already been collected or delivered, then we will only accept returns if:
  - 4.2.1. we have agreed in writing;
  - 4.2.2. the Goods are returned within three weeks of collection or delivery;
  - 4.2.3. the Goods are new and unused;
  - 4.2.4. all packaging is unmarked, unlabelled and undamaged;
  - 4.2.5. you provide the invoice number, date and reason for return; and
  - 4.2.6. you agree to pay such reasonable restocking charge as we require.

**5. PRICE AND PAYMENT TERMS**

- 5.1. The price for the Goods and Services shall be our standard list price for the Goods and Services at the date of collection or delivery (less any discount that we have previously agreed with you in writing), which (unless otherwise agreed) is exclusive of the cost of packaging, insuring, transporting or storing the Goods for which we may charge an additional amount. You agree that we may vary our prices at any time up to the date of collection or delivery.
- 5.2. Unless otherwise expressly stated by us in writing, all prices are exclusive of VAT chargeable from time to time.
- 5.3. You agree to pay our invoices in full (in cleared funds) within 30 days of the end of the month in which the invoice is dated.
- 5.4. If you are an incorporated entity or a partnership with four or more partners, if you are late in paying our invoices, you agree to pay interest on the overdue amount and compensate us for our debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998. This obligation applies whether or not we have obtained a court judgment against you and is in addition to all other rights that we have

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under these Terms or generally at law. If you are any other type of business and are late in paying, we have legal rights to claim for our losses and to claim statutory interest from you.

- 5.5. In addition, as soon as you are late in paying any of our invoices, then all our other invoices to you (under all contracts) will become immediately and automatically due and payable and we will have a right to charge interest as described in clause 5.4.
- 5.6. You agree that if you wish to pay our invoice by credit card then we are entitled to add an invoice surcharge to reflect the administrative costs that we incur in processing commercial credit card payments. The rate of any such surcharge may be found at [www.wolseley-terms.co.uk](http://www.wolseley-terms.co.uk).
- 5.7. You agree to pay all sums due under the Contract in full and without any set-off, counterclaim, deduction or withholding.
- 5.8. You agree that we may use any payment made by you to settle any of our outstanding invoices at our discretion, even where you have indicated that a payment relates to a specific invoice.

**6. TITLE AND RISK**

- 6.1. Risk in the Goods shall pass from us to you on the completion of delivery or collection.
- 6.2. If you are an incorporated entity or partnership with four or more partners, title to the Goods shall pass to you only when you have:
  - 6.2.1. paid for the Goods in full (in cleared funds);
  - 6.2.2. paid for any other goods that we have supplied to you under any contract.
- 6.3. If you are any other type of business title to the Goods shall pass to you only when you have paid for the Goods in full (in cleared funds). Title to all other Goods supplied to you will pass to you, except that we will retain title to all Goods supplied to the extent that those Goods remain in your possession or control and there are any outstanding liabilities to us at any time under any Contract.
- 6.4. Until title to the Goods has passed to you, you agree:
  - 6.4.1. to store the Goods separately from all other goods and in such a way (with appropriate labelling) that enables them to be readily identified as being our property;
  - 6.4.2. to keep the Goods in a satisfactory condition and insure them for the full price against all usual risks such as accidental damage, fire and theft.
- 6.5. Subject to clauses 6.5 and 6.6, we permit you to sell the Goods in the normal course of your business but on the basis that you hold the proceeds of sale on trust for us, and you shall account to us for them.
- 6.6. We may revoke our permission for you to sell the Goods (under clause 6.4) immediately if:
  - 6.6.1. you are late in settling any of our invoices (under the Contract or any other contract between us) by more than 7 days;
  - 6.6.2. any cheque or similar instrument from you is not honoured; or
  - 6.6.3. an Insolvency Event occurs.
- 6.7. Where we have revoked our permission for you to sell the Goods, then you shall make the Goods available for us to collect and allow us to enter your premises in order to do so, with no liability to account to you for any damage that we may cause.

**7. TERMINATION AND SUSPENSION**

- 7.1. In addition to any other rights we may have available to us (whether under these Terms or generally at law), we may terminate the Contract, in full or partially, or any other contract between us, or stop performing our obligations under this and any other contract between us if:
  - 7.1.1. You fail to pay on time any money that you owe to us (under this Contract or any other);
  - 7.1.2. You refuse to take delivery or collect any of the Goods as required by the Contract;
  - 7.1.3. An Insolvency Event occurs;
  - 7.1.4. You breach the Contract in any way;
  - 7.1.5. You refuse to permit or hinder performance of the Services.
- 7.2. We may terminate, in full or partially, or suspend our obligations under the Contract where we experience supply shortages. In such circumstances, the Contract shall be varied so that your obligation to purchase Goods under the Contract shall remain binding to the extent that we are able to meet your Order.
- 7.3. We will operate an overall exposure limit in relation to you. This will be the maximum amount of unpaid for Goods or Services we will supply to you. If you reach this limit, we may refuse to supply further Goods or Services to you. We shall be entitled to require as a condition of resuming performance under this agreement the payment by you of any or all of the sums that you owe to us under any Contract.
- 7.4. If we suspend performance of our obligations because of any of the events specified in clause 7.1 and/or pursuant to clause 7.3, then we may require you to make a pre-payment of any charges under the Contract or provide us with some other form of security as a condition of us resuming performance of our obligations. In addition, if any of the events specified in clause 7.1 occurs then you agree that we will have a general lien over all monies and other property of yours that we have in our possession for any sums due to us from you.

**8. WARRANTY**

**Goods**

- 8.1. Subject to clause 8.3, we warrant that for a period of 12 months from delivery or collection the Goods shall:
  - 8.1.1. be of satisfactory quality and free from material defects in materials and workmanship;
  - 8.1.2. be free from material defects in design (except where the design was provided to us by you or on your behalf);
  - 8.1.3. conform in all material respects with their description.
- 8.2. If the Goods do not comply with the warranty set out in clause 8.1 then our only obligation under the Contract or otherwise is to repair or replace any non-complying Goods or to refund the price you have paid for them, at our option, but only if:
  - 8.2.1. You notify us in writing as soon as possible and in any event within 7 days after you discover that the Goods do not comply with the warranty set out in clause 8.1; and
  - 8.2.2. You give us a reasonable opportunity to inspect the relevant Goods and for that purpose, at our request, you will return the Goods to us promptly at your risk and expense.
- 8.3. We will have no liability under the warranty set out in clause 8.1 if:
  - 8.3.1. the Goods have not been stored correctly and safely;
  - 8.3.2. you or anyone else has altered or attempted to repair the Goods;
  - 8.3.3. the Goods have not been used, serviced or maintained correctly and in accordance with any recommendations made by us or in accordance with the purpose intended by the manufacturer of the Goods;
  - 8.3.4. the Goods have been fitted or incorporated into any parts, components, accessories or other equipment except in accordance with good industry practice, our recommendations or the recommendations and instructions of the manufacturer of the Goods.
- 8.4. You agree that it is your responsibility to ensure that the Goods you have ordered are fit for the purpose for which you want to use them. For that reason, we give no warranty (and no warranty shall be implied) that the Goods are fit for any particular purpose.
- 8.5. At your request, we shall use our reasonable endeavours to transfer to you the benefit of any guarantee in respect of the Goods available from the manufacturer, but we reserve the right to require you to pay our costs of doing so.

**Services**

- 8.6. We warrant that we will provide the Services using reasonable care and skill.
- 8.7. We agree to use reasonable endeavours to perform the Services in accordance with any time frames that you have made known to us in writing or that we have previously communicated to you, but you agree that any such times are estimates only.

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- 8.8. You agree that it is your responsibility to ensure that the Services to be provided are fit for your purposes. For that reason, we give no warranty (and no warranty shall be implied) that the Services are fit for any particular purpose.
- 8.9. If, in our reasonable opinion, the Services do not materially comply with the warranty set out in clause 8.6 then our only obligation under the Contract or otherwise is to re-perform the relevant Services or to refund the price you have paid for them.

**9. LIMITATION OF LIABILITY**

- 9.1. Nothing in these Terms limits our liability for:
- 9.1.1. death or personal injury resulting from our negligence, or the negligence of our employees, agents or subcontractors;
  - 9.1.2. fraud or fraudulent misrepresentation;
  - 9.1.3. a breach by us of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
  - 9.1.4. a breach by us of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession).
- 9.2. Subject to clause 9.1, you agree that your only remedy for:
- 9.2.1. a failure by the Goods to comply with the warranty in clause 8.1 is as set out in clause 8.2; and
  - 9.2.2. a failure by the Services to comply with the warranty in clause 8.6 is as set out in clause 8.9, and you agree that it is therefore your responsibility to obtain suitable policies to insure against any liability arising from your use of the Goods and Services.
- 9.3. Except as set out in clauses 3.5, 8.2 and 8.9, and subject to clauses 9.1, 9.2 and 9.4, our liability for all claims under a Contract shall be limited to the price of the Goods or Services to which the claim relates or, if higher, the amount of money that we are able to recover from the manufacturer of the relevant Goods (having deducted our costs of recovering that money).
- 9.4. We shall in no circumstances be liable to you for:
- 9.4.1. any indirect or consequential loss;
  - 9.4.2. actual or expected profit or savings;
  - 9.4.3. loss of data;
  - 9.4.4. loss of production;
  - 9.4.5. loss of profit;
  - 9.4.6. loss of or damage to goodwill;
  - 9.4.7. loss of business, agreements or contracts;
  - 9.4.8. any loss or damage arising out of your special circumstances; and
  - 9.4.9. any loss which would not have arisen if you had complied with your obligations in clause 3.7.
- 9.5. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 9.6. This clause 9 shall remain in force even after the Contract has come to an end for whatever reason.
- 9.7. Any Original Equipment Manufacturer (OEM) part numbers provided by us are given as a reference only, and no inference or implication beyond that of a useful reference tool should be taken nor is intended.

**10. INTELLECTUAL PROPERTY INDEMNITY**

- 10.1. Where the Goods are manufactured or altered in any way (by us or on our behalf) in accordance with your specification, direction or instructions, or where we provide Services in accordance with your specification, direction or instructions, you agree to indemnify us and hold us (and each member of Our Group) harmless against all losses (whether direct, indirect or consequential), damages, costs and expenses awarded against us or incurred by us and whether, wholly or partially, resulting directly or indirectly from any claim that we or any member of Our Group have infringed the Intellectual Property Rights of any person.

**11. FORCE MAJEURE**

- 11.1. We shall have no liability whatsoever for any failure to perform, or for any delay in the performance of any of our obligations under the Contract where this arises wholly or in part from events, circumstances or causes beyond our reasonable direct control.

**12. ANTI BRIBERY & CORRUPTION**

- 12.1. You shall not, and you shall procure that your directors, employees, agents, representatives, contractors and sub-contractors shall not, engage in any activity, practice or conduct which would constitute an offence under any anti-bribery or anti-corruption laws, regulations and codes, including the Bribery Act 2010.
- 12.2. You agree that you have put in place adequate procedures designed to prevent any person working for or engaged by you or any other person in any way connected to this Contract, from engaging in any activity, practice or conduct which would infringe any anti-bribery and anti-corruption laws, regulations and codes, including the Bribery Act 2010.
- 12.3. Any breach by you of this clause 12 entitles us to terminate the Contract by written notice with immediate effect.

**13. MODERN SLAVERY ACT**

- 13.1. We agree to comply with:
- 13.1.1. the requirements of the Modern Slavery Act 2015 including, where applicable, the requirement to publish a supply chain transparency statement under Section 54 of the Modern Slavery Act 2015; and
  - 13.1.2. our own compliance policies in connection with the Modern Slavery Act 2015.

**14. CONFIDENTIALITY**

- 14.1. You agree:
- 14.1.1. to keep Wolseley Confidential Information confidential and only disclose it to those of your employees, agents, representatives and contractors who need to know it in order for you to receive Goods and Services from us under the Contract;
  - 14.1.2. on our request to promptly return to us all documents and other materials that we have provided to you.
- 14.2. You may disclose Wolseley Confidential Information without breaching this clause if you are required to by law, a court of competent jurisdiction or any governmental or regulatory authority, but you agree to tell us in advance.
- 14.3. This clause 14 shall remain in force even after the Contract has come to an end for whatever reason.

**15. EXPORT**

- 15.1. You agree that this clause 15 applies where we supply you with Goods for export outside of the United Kingdom (regardless of whether or not we were aware that the Goods would be exported).
- 15.2. The ICC (International Chamber of Commerce) 2010 Rules for the Use of Domestic and International Trade Terms ("Incoterms") shall apply. We shall provide the Goods on the basis of the EXW (ex works) Incoterm unless we have agreed otherwise in writing.
- 15.3. You agree to reimburse us for any expenses we incur in providing the Goods for export, including:
- 15.3.1. postage, packaging, carriage, freight, and handling charges;
  - 15.3.2. insurance;
  - 15.3.3. currency conversion and banking charges applicable to the payment method used; and
  - 15.3.4. any customs or other duties incurred in respect of the sale, export and import of the Goods.
- 15.4. You agree that:
- 15.4.1. you are responsible for complying with all applicable laws relating to the possession, use, import, export, or resale of the Goods;
  - 15.4.2. you are responsible for obtaining, promptly and at your own cost, all licences and other consents in relation to the Goods that are required from time to time and, if we request, you agree to provide copies to us in advance of any export taking place;

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15.4.3. if for any reason you do not obtain all necessary licences or other consents in relation to the Goods then this does not relieve you of your obligation to pay for the Goods;

15.4.4. we do not warrant that the Goods will be eligible for any licences or consents in any destination;

15.4.5. you will not export or re-export the Goods in a manner contrary to applicable export laws of any jurisdiction into or through which the Goods are transported, including supplying the Goods to any entities or countries which are subject to sanctions or are ineligible to purchase the Goods under such laws;

15.4.6. you will ask us in advance in writing if you require us to assist you with preparing any documents to allow to export the Goods in compliance with any relevant laws.

15.5. Unless we have agreed otherwise, all payments made by you for the Goods will be in pounds sterling in cleared funds.

15.6. For the avoidance of doubt, the United Nations Convention on the International Sale of Goods shall not apply.

15.7. If you do not have an address for service within the United Kingdom, you agree to provide written details of your designated service agent within the United Kingdom on request. You irrevocably appoint and authorise your designated service agent to accept service on your behalf of all legal process. Service on your designated service agent (or any such substitute) shall be deemed to be service on you.

**16. DATA PROTECTION**

16.1. For the purposes of the Contract, the parties acknowledge that each party shall act in the capacity of Controller in relation to the Personal Data that it Processes and that neither party shall act in the capacity of a Processor in respect of Personal Data to which the other party is the Controller for the purposes of the Contract. Each party, when performing its obligations under the Contract, shall comply with its respective obligations under Data Privacy Laws.

16.2. You agree that you have obtained all necessary rights, permissions and consents prior to disclosing any Personal Data to us.

16.3. We will comply with our Privacy Policy in relation to any Personal Data we collect about you. A copy of the Privacy Policy can be found at [www.wolseley-terms.co.uk](http://www.wolseley-terms.co.uk)

16.4. If at any time we act as the Processor of any Personal Data on behalf of you, our Data Processor Terms shall apply and shall be incorporated into these Terms as if the same were set out here in full. A copy of these terms can be found at [www.wolseley-terms.co.uk](http://www.wolseley-terms.co.uk).

**17. ENVIRONMENTAL AND RECYCLING**

17.1. You are responsible for dealing with all items of waste electrical and electronic equipment ("WEEE") that we supply to you in accordance with the Waste Electrical and Electronic Equipment Regulations 2013, in particular as regards its treatment, recycling and environmentally sound disposal.

17.2. Unless we have informed you otherwise, you shall be responsible for dealing with all packaging that we provide to you in an environmentally sound manner.

**18. ENTIRE AGREEMENT**

18.1. The Contract sets out 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.

18.2. We each acknowledge that in entering into the Contract you and we are not relying on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation, or negligent misstatement based on any statement in the Contract.

18.3. Nothing in this clause shall limit or exclude any liability for fraud.

**19. THIRD PARTIES**

19.1. These Terms do not create any right or remedy enforceable by any person under the Contracts (Rights of Third Parties) Act 1999.

**20. GENERAL MATTERS**

20.1. Unless we have agreed in writing in advance, you are not permitted to assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of your rights and obligations under the Contract.

20.2. Any notice required to be given in writing under the Contract shall be given by first class post addressed to the registered office of the party to whom it is sent. Notices may not be given by fax or email.

20.3. If any provision or part-provision of the Contract (including these Terms) is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

20.4. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor **shall it prevent or restrict any** further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

20.5. The Contract shall not create an agency or partnership between you and us.

20.6. No variation of or addition to the Contract (including these Terms), whether written or oral, shall have effect unless and until agreed in writing by a duly authorised manager of both parties to the Contract.

20.7. The Contract and any dispute or claim under it (including non-contractual disputes and claims) shall be constructed according to and be governed by the laws of Scotland or the laws of England depending upon the location of the point of delivery and any dispute shall be referred to the Courts of Scotland or England accordingly.

**21. DEFINED TERMS**

Contract	the contract between you and us for the supply of Goods or Services as described in clause 2.2.
Control	in relation to a business entity, direct or indirect ownership or control of more than 50% of the voting interests of that entity and the words "Controlled" and "Controlling" shall be construed accordingly
Controller	shall have the meaning given under the Regulation
Data Privacy Laws	means all laws that relate to data protection, privacy, the use of information relating to individuals, and/or the information rights of individuals including, without limitation, the Data Protection Act 2018, the Directive and the Regulation, and all laws implementing them, in each case as may be replaced, extended or amended, as well as all applicable formal or informal guidance, rules, requirements, directions, guidelines, recommendations, advice, codes of practice, policies, measures or publications of the

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	Information Commissioner's Office, other relevant regulator, and/or relevant industry body, in each case in any relevant jurisdictions
Directive	means the European Commission Directive 95/46/EC with respect to the processing of personal data
Goods	the products which are the subject of an Order
Insolvency Event	<p>(a) (where you are a company or a limited liability partnership) you convene a meeting of its creditors or a proposal is made for a voluntary arrangement within Part 1 of the Insolvency Act 1986 or a proposal is made for a composition, scheme or arrangement with (or assignment for the benefit of) your creditors or you are unable to pay your debts within the meaning of Section 123 of the Insolvency Act 1986 or a trustee, receiver, administrative receiver or a similar officer is appointed (or notice of intention to appoint such an officer or administrator is made) in respect of all or a part of your business or assets or a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of your business or for the making of an administration order;</p> <p>(b) (where you are an individual) you (or if you are a partnership any of the partners) die or are made bankrupt or have a petition for bankruptcy issued against you or are unable to pay your debts within the meaning of Section 268 of the Insolvency Act 1986 or a proposal is made for a composition scheme or an arrangement is made with (or an assignment for the benefit of) your creditors;</p> <p>(c) any event occurs or action taken equivalent to those specified in (a) and (b) in any jurisdiction;</p> <p>(d) you suspend or cease, or threaten to suspend or cease, carrying on all or a significant part of your business;</p> <p>(e) we have reasonable doubts as to your solvency</p>
Intellectual Property Rights	(a) patents (including rights in, and/or to, inventions); (b) trademarks, service marks, trade names and business names (in each case including rights in goodwill attached thereto); (c) design rights; (d) rights in and/or to internet domain names and website addresses; (e) copyright (including future copyright); (f) database rights; (g) rights in and to confidential information (including know how and trade secrets); and (h) all other intellectual property rights, in each case subsisting at any time in any part of the world (whether registered or unregistered) and (i) any pending applications or rights to apply for registrations of any of these rights that are capable of registration in any country or jurisdiction and (ii) any similar or analogous rights to any of these rights, whether arising or granted under the laws of England & Wales or in any other jurisdiction
Order	an order placed by you for Goods and/or Services
Our Group	Wolseley UK Limited and any entity Controlling, Controlled by, or under common Control with Wolseley UK Limited
Our Premises	the location mentioned in our quotation or any order acknowledgment in respect of the Goods or as otherwise notified to you by us
Personal Data	shall have the meaning given under the Regulation
Processor	shall have the meaning given under the Regulation
Processing	shall have the meaning given under the Regulation (and <b>Processes</b> shall be construed accordingly);
Regulation	means the General Data Protection Regulation (EU) 2016/679
Services	any services provided by us to you (whether or not you also purchase Goods from us)
Special Terms	any terms in addition to these Terms and we agree with you in writing
We or Us	Wolseley UK Limited (Company Number 636445) whose registered office is at 2 Kingmaker Court, Warwick Technology Park, Gallows Hill, Warwick CV34 6DY or the member of Our Group that enters into the Contract with you
Wolseley Confidential Information	our (and each member of Our Group's) non-public, confidential or proprietary information, including specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, whether disclosed orally or in writing, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential"

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(Effective December 2018)

You	the person who purchases Goods or Services from us
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