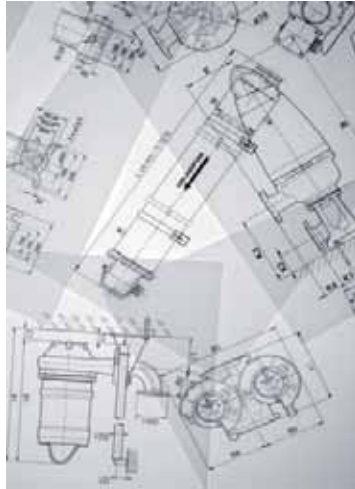


UK Service Price List
JANUARY 2010



SERVICE
24/7
Telephone
01942 263628



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Grundfos Europump



Grundfos Europump is the service subsidiary of Grundfos Pumps Ltd. Operating from seven sites across the UK to bring the best available service and care for all your pump and associated equipment requirements.

With over 50 mobile service engineers available 24 Hrs a day, backed by a bespoke call management system to ensure all site requests are fulfilled in line with requests, and engineers reports are provided within 24 Hours of site visits taking place.



We can provide national on-site cover for scheduled and un-scheduled maintenance and repair services including emergency call out.

This service offer is replicated within our service centres, offering full pump test facilities and comprehensive workshop repair / refurbishment.

All work undertaken complies with BS EN ISO 9001:2000 and ISO 14001

Also Grundfos Europump offer a full annual warranty on all work undertaken.

Our dedicated team of site engineers are qualified for confined space working, holding the passport to safety documents. Engineers are HSE trained to IOSH standard, and can undertake detailed Risk Assessments, method statements and the production of detailed engineers reports making system and service recommendations.

Mission Statement

Our Mission is to provide the highest level of service to our customers for Pumps & Pumping Systems throughout the UK.

Vision Statement

Through dedicated customer focus, innovation, quality improvement and commitment, we will become the market leader for the installation, commissioning and service in our chosen markets. Delivering through operational excellence a service to meet and exceed the expectations of all our Stakeholders.

Commissioning

Having your pumps up and running quickly and effectively is not only convenient, but can also prevent unnecessary breakdowns due to faulty installation, and help ensure you get the best performance from your pump equipment.

At Grundfos we want our customers to receive the best quality experience when our product is purchased and having the unit professionally commissioned helps ensure this.

The Grundfos Eurpump service technicians will provide a full start up report, with operational data documented by ourselves. Our commissioning covers both a check of the pumps, the control equipment and the total pump performance.



Uk Commissioning Prices

Subject to Category 8 Discount

Pump Type	£ First Pump	Units Thereafter	Qty Guide per Visit
<i>Pressurisation</i>			
Impress / Duo Press	£ 375.00	£ 150.00	4 2 Hr per unit Average
<i>Booster Set</i>			
Hydro MPC / Multi E	£ 525.00	£ 150.00	4 2 Hr per unit Average
Booster Pressure Switch Control	£ 375.00	£ 150.00	
<i>E-Pumps Stand Alone</i>			
CRE / CHIE / NBE / TPE	£ 320.00	£ 150.00	8 1 Hr per unit Average
<i>Waste Water / Submersible</i>			
SP / SEV / SEG	£ 810.00	£ 165.00	4 2 Hr per unit Average
<i>Note: 2 man working</i>			
<i>Long Coupled</i>			
NK up to 15Kw	£ 375.00	£ 150.00	2
NK over 15Kw	£ 575.00	£ 240.00	2
NKE up to 15Kw	£ 445.00	£ 225.00	2
NKE over 15Kw	£ 645.00	£ 325.00	2

Subject to Category 8a Discount

*Commissioning Engineer per Day
Projects*

£ 875.00

8 Hour Site Time - use above guide times

PLEASE NOTE PRICE ON APPLICATION IS REQUIRED FOR 3RD PARTY PRODUCT.

PLEASE NOTE PRICES DO NOT INCLUDE CONFINED SPACE WORKING OR ANY SPECIALIST SAFETY EQUIPMENT REQUIRED BY SITE CONDITIONS.

A minimum order value of £100 applies or a £30 handling charge will be levied.

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Labour

From our service centre you can expect the best not only regarding product and application knowledge but also availability around the clock

If you require access to service personnel within or outside normal working hours you can take advantage of our skilled technicians, available 24 hours a day.

All Technicians and engineers hold Passport to safety confined space certificates, blue cards and specialist training on a variety of pumps and related pump equipment.



Subject to Cat 6 Discount

	Hourly Rate
Normal Working Hours <i>08:30 - 17:00</i>	£ 77 .00
Extended Working Hours <i>17:00 - 08:30</i>	£ 115 .50
Saturday / Sunday / Bank Holiday <i>00:00 to next working day</i>	£ 154 .00
Pump Technician per day / man <i>Subject to Category 8a Discount</i>	£ 700.00
Commissioning Engineer per day <i>Full days must be booked one week in advance - for shorter notice periods please phone 01942 263628 to confirm availability</i>	£ 875.00
✓ Sewage & Waste Water Pump Engineers	SEG / SEV / SE / S / KP / AP / SG / DW
✓ Domestic Water and Domestic Waste Water Engineers	Magna / Home Booster / Sololift / Shower Pumps
✓ Industrial Pump Engineers	MTR / MTH
✓ Cooling & Air System Engineers	CR / Boosters / CH / CHI
✓ Heating & Hot Water Service Engineers	CR / Boosters / CH / CHI
✓ Dosing Engineers	DD / Aldoss
✓ Energy Analysis Engineers	Pump Audit
✓ Ground Water Supply Engineers	SP / SQ Flex
✓ Hygienic Pump Engineers	Hilge / Maxa / Novalobe
✓ Commissioning Engineers	

PLEASE NOTE PRICES DO NOT INCLUDE CONFINED SPACE WORKING OR ANY SPECIALIST SAFETY EQUIPMENT REQUIRED BY SITE CONDITIONS.

A minimum order value of £100 applies or a £30 handling charge will be levied.

Subject to Cat 6 Discount

Service

Service Agreements

Once you have purchased your pump you want it functioning efficiently and reliably.

A service agreement is the most effective way you can ensure your pumps are maintained to the highest standard, reducing unscheduled downtime, improving reliability and reducing energy consumption and running costs.

We offer three types of service agreements available for all pumps including none Grundfos products.

These are 3 star, 5 star and platinum, the details of these services are opposite.

With the implementation of recommended remedial service requirements the warranty is reinstated. This covers 24hr call out, and provides detailed annual reports on both pump and system/application conditions.



UK Service Prices

Subject to Cat 9 Discounts

Pump Type		£ First Pump	£ Units Thereafter
Pressurisation Impress / Duo Press	5 Star	£ 396.00	£ 209.00
	3 Star	£ 209.00	£ 83.00
Booster Set Hydro 2000 / 1000 / Multi E	5 Star	£ 396.00	£ 209.00
	3 Star	£ 209.00	£ 83.00
Stand Alone & E Pumps CRE / CHIE / NBE / TPE	5 Star	£ 363.00	£ 132.00
	3 Star	£ 209.00	£ 83.00
Waste Water / Submersible SP / SEV / SEG / KP	5 Star	£ 510.00	£ 385.00
	3 Star	£ 209.00	£ 83.00
Long Coupled NK / NKE	5 Star	£ 451.00	£ 385.00
	3 Star	£ 209.00	£ 83.00

Platinum service agreements are subject to site survey and the production of a detailed asset list therefore prices are on request / application.

PLEASE NOTE PRICES DO NOT INCLUDE CONFINED SPACE WORKING OR ANY SPECIALIST SAFETY EQUIPMENT REQUIRED BY SITE CONDITIONS.

Please email service@europump.co.uk for a quotation.

A minimum order value of £100 applies or a £30 handling charge will be levied.

Service

Service Agreements



3 Star	5 Star	Platinum
Visual Inspection	Service Agreement with Extended Warranty	Maintenance Agreement with Extended Warranty
<ul style="list-style-type: none"> ✓ Visual inspection of Pump/Pumps within normal working hours. ✓ Man Hours related to the above mentioned visual inspection ✓ Transport To and from site-related to the above mentioned visual inspection ✓ Status Report Supplied against Pump/Pumps, mentioned in the visual inspection. ✓ Recommendation Report Supplied by the Service Technician against the Pump/Pumps detailed in the Visual Inspection 	<ul style="list-style-type: none"> ✓ Electro-Mechanical inspection & appraisal of Pump/Pumps Within normal working hours ✓ Man Hours related to the above mentioned inspection ✓ Transport To and from site-related to the above mentioned inspection ✓ Status Report Supplied against Pump/Pumps, mentioned in the inspection. ✓ Engineers Report Supplied after the above evaluation, detailing recommendations and remedial work required to reinstate the pump/pumps back to reasonable performance, deemed necessary by the service technician ✓ Reinstate Manufacturers Warranty One year warranty against all remedial work undertaken by the service engineer from the above engineers report. 	<ul style="list-style-type: none"> ✓ Electro-Mechanical inspection & appraisal of Pump/Pumps Within normal working hours ✓ Man Hours related to the above mentioned inspection ✓ Transport To and from site-related to the above mentioned inspection ✓ Status Report Supplied against Pump/Pumps, mentioned in the inspection. ✓ Engineers Report Supplied after the above evaluation, detailing recommendations and remedial work required to reinstate the pump/pumps back to reasonable performance, deemed necessary by the service technician ✓ Reinstate Manufacturers Warranty One year warranty against all remedial work undertaken by the service engineer from the above engineers report.
<ul style="list-style-type: none"> ✓ Payable on completion of work 	<ul style="list-style-type: none"> ✓ 24/7 cover 365 days per year ✓ All spare parts are subject to a discount of 20% from List (Grundfos Spares) ✓ Payable in advance at the beginning of each year 	<ul style="list-style-type: none"> ✓ 24/7 cover 365 days per year ✓ All wear and spare parts included ✓ Payable in advance at the beginning of each year ✓ Price subject to Asset Survey

A maximum of 8 pieces of equipment can be serviced per day, per engineer. If long coupled pumps or WW pumping stations are mixed with any other types then please contact your ASM or the service office number opposite in the event multiple days onsite then please price the second day as you do the first if site inductions are required for our engineers attending - then our standard Labour rate per hour will apply for the duration of the induction

Extended Warranty

Once you have your pump installed and professionally commissioned why not extend it warranty by implementing an extended warranty.

Our skilled technicians will revisit equipment on its commissioning anniversary and carry out a scheduled service.

During the service all wearable parts will be checked, and consumable components replaced.



Upon completion of the scheduled service and quoted remedial work to reinstate the pump to its factory condition, the warranty will be repalced for another year.

Extended Warranty Prices

in conjunction with Commissioning

Extended Warranty Prices are subject to Cat 9 Discounts

Pump Type	£ First Pump	Units Thereafter
<i>Pressurisation</i>		
Impress / Duo Press	£ 468.00	£ 247.00
<i>Booster Set</i>		
Hydro 2000 / 1000 / Multi E	£ 468.00	£ 247.00
<i>E-Pumps Stand Alone</i>		
CRE / CHIE / NBE / TPE	£ 429.00	£ 156.00
<i>Waste Water / Submersible</i>		
SP / SEV / SEG / KP	£ 533.00	£ 455.00
<i>Long Coupled</i>		
NK / NKE	£ 533.00	£ 455.00

PLEASE NOTE PRICES DO NOT INCLUDE CONFINED SPACE WORKING OR ANY SPECIALIST SAFETY EQUIPMENT REQUIRED BY SITE CONDITIONS.

The Commissioning price includes our standard method statement and specific risk assesment. A bespoke method statement can be provided upon request - and subject to an additional charge.

The prices are based on one uniterupted visit and prior to the arrival of the Pump Engineer the equipment should be installed, hydraulically charged & connected electrically. Also we assume that the second units are available on the same day as the first unit/set.

Commissioning requests usually require one weeks notice. For shorter notice periods please phone 01942 263628 to confirm engineer availability.

Any additional time required on site will be subject to labour charges (see labour price list). These delays could be site Inductions, confined space, equipment not ready, aborted visits (less than 48 Hrs) additional none advised Health & Safety requirements, additional travel (but not limited to).

Commissioning certificates/reports are provided upon completetion of works usually within 48Hrs.

A minimum order value of £100 applies or a £30 handling charge will be levied.

Workshop

Fast and Efficient Repair / Refurbishment



Grundfos Europump operate a series of repair facilities throughout the UK.

These workshops are controlled from the Service HQ in Leigh (Manchester) by a dedicated team of administrators.

Units are collected from site and taken to the most appropriate workshop for the product group. All units are cleaned dismantled, and reports are produced against condition & costs etc in order to provide a detailed quotation.

If units are not cost effective for repair an alternative new unit will be offered.

Our workshops can provide the same high quality repair for non-Grundfos product as well.

All replacement spares used will be genuine manufacturers parts.



We offer two levels of fixed price repair service - 3 Star and 5 Star

3 Star Service

- ✓ Free Collection and Delivery
- ✓ Full inspection of all components
- ✓ All Stainless components chemically cleaned
- ✓ All castings - bead blasted and re coated
- ✓ All wearable parts replaced (bearings/seals etc)
- ✓ New Shaft Seal & Pump Shaft
- ✓ Full test after assembly and inspection

If motors are returned with the pump unit, new bearings and seals are fitted, the winding is tested for both resistance and balance - the voltage and current is checked - and the cooling system (fan/cowl)

5 Star Service

- All as per 3 Star - PLUS
- ✓ Replacement of impellers
- ✓ Replacement of Chamber Stack
- ✓ Replace any damaged castings
- ✓ New Nameplate for Grundfos Product
- ✓ Full Manufacturers Warranty

Free Estimate of Repair

All pumps sent to our Workshop HQ in Leigh will be stripped free of charge and a detailed report outlining the cost of repair & condition will be forwarded (*also detailing the cost of a new replacement*). If the unit isn't economical to repair environmental disposal of the old unit at no cost or you can collect (*units not collected after 12 weeks would be scrapped*).

Pump Audit Efficiency Analysis

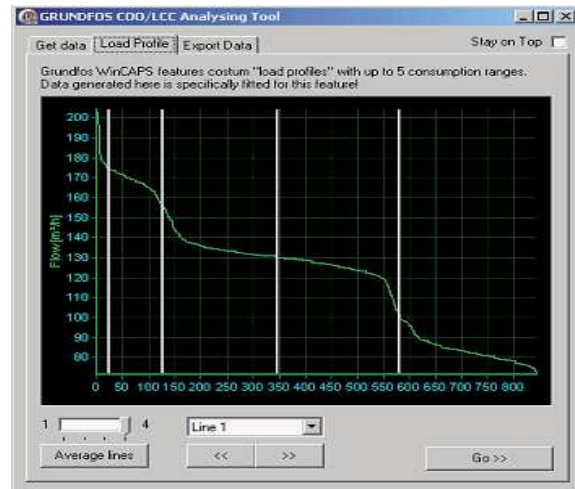
Cost of Ownership reveals the bigger picture

Revealing all the financial aspects of a pump solution the cost of ownership - requires a focus on more than the pump price alone.

The Grundfos life cycle cost analysis is a hard fact calculation of the pump system over its life time. It covers the initial purchase price, installation, maintenance, energy consumption and disposal.

The Pump Audit tool can be used to interrogate an existing system and produce an accurate hydraulic model - then this model can be used to generate an alternative model from the known performance data of potential alternative units.

The analysis report can show in detail payback periods for system investments.



Example:-

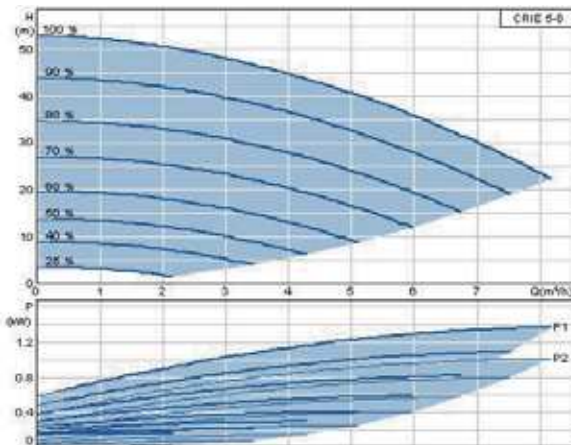
Unilever - Ice Cream
Category - Food Production
Existing Unit - 1 x 37kW End Suction
Replacement - Grundfos NB-E
Energy Saving - 68% Energy Costs
Total Investment - £ 8,420
Annual Saving - £ 11,000
Additional Saving - Increased Hydraulic Performance
Reduced Maintenance & improved Reliability

Audit Prices

First Unit
£ 660.00

Units Thereafter
£300.00

Units prices thereafter must be on the same site as the first unit.



Call your local Grundfos Distributor / Area Sales Engineer or 01942 263628 for more information

A minimum order value of £100 applies or a £30 handling charge will be levied.

Not Subject to Cat 8 Discount

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Projects

Design / Installation / Engineering

Grundfos Europump can offer a complete installation package, utilising our in house electrical and mechanical engineers.

Installations include:-

- Booster Sets
- Dry Well
- Wet Well Submersible
- Borehole
- Commercial Circulators
- Fire Pumps Sets
- Industrial Process Pumps
- Hygienic Systems
- Dosing



Grundfos Europump offer a pumping system design service, with CAD facilities.

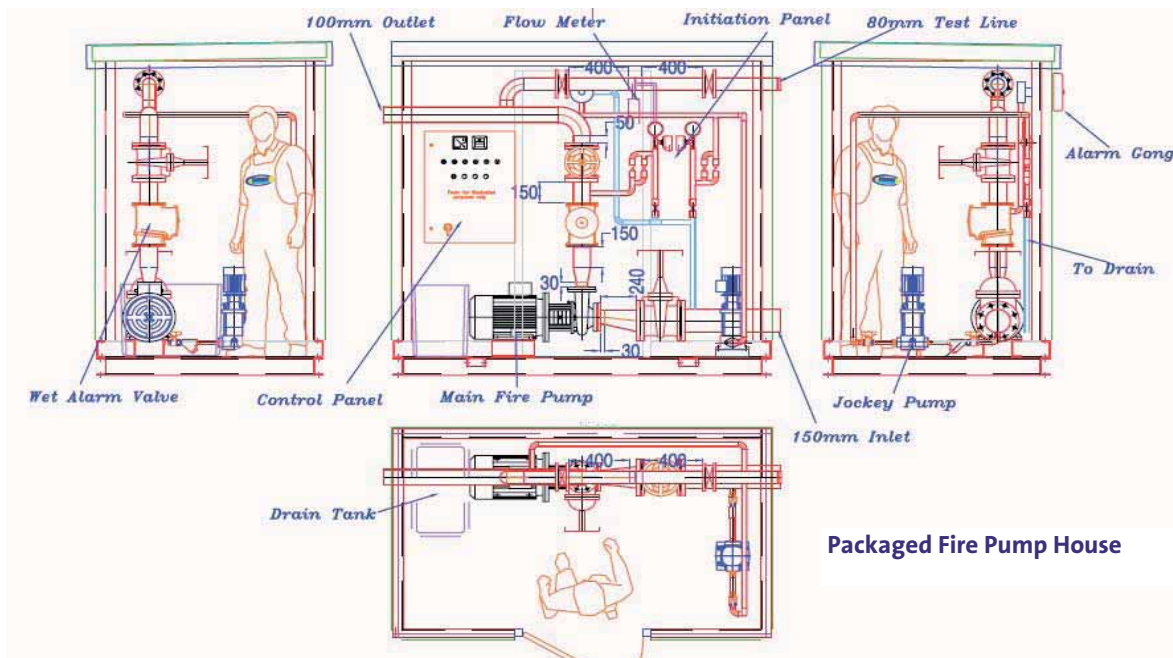
The design team are happy to undertake all project requests, from the installation of a small circulator through to large scale construction projects.

In addition Grundfos EuroPump can also project manage the design and supervision from the initial design brief through the building process up to practical hand-over and completion.

Grundfos Europump try to involve comments and suggestions our clients have.

In this way we are able to design a better final solution and realise our client's expectations.

The projects team also build and design pump houses, and bespoke skids.



For more information regarding projects phone

01942 263628

FIRE SERVICE

Reliability & optimum performance are key for anyone using and relying on fire pumps to supply any sprinkler system. Grundfos Europump can provide peace of mind and ease the ownership with the provision of:-



- ➔ Servicing (Diesel/Electric & Combinations)
- ➔ Testing / System Testing
- ➔ Commissioning
- ➔ Installation
- ➔ General Maintenance
- ➔ Site & Workshop Service / Repair & Overhaul

Below are the UK list prices for both LPC and FM service:- *Subject to Cat 7 Discounts*

LPC Fire Pump	Major Service	Minor Service	Total
1 Electric	£ 230.00	£ 153.00	£ 383.00
2 Electric	£ 291.00	£ 153.00	£ 444.00
1 Diesel	£ 337.00	£ 215.00	£ 552.00
1 Diesel & 1 Electric	£ 344.00	£ 306.00	£ 650.00
2 Diesel	£ 415.00	£ 329.00	£ 744.00
2 Diesel & 1 Electric	£ 430.00	£ 335.00	£ 765.00
3 Diesel	£ 490.00	£ 357.00	£ 847.00
3 Diesel & 1 Electric	£ 565.00	£ 407.00	£ 972.00

LPC Fire Pump	Major Service	Minor Service	Total
1 Diesel & 2 Electric	£ 432.00	£ 381.00	£ 813.00
2 Diesel & 2 Electric	£ 488.00	£ 351.00	£ 839.00
1 Diesel & 3 Electric	£ 454.00	£ 350.00	£ 804.00
3 Electric	£ 347.00	£ 208.00	£ 555.00
4 Electric	£ 424.00	£ 286.00	£ 710.00
6 Electric	£ 533.00	£ 409.00	£ 942.00

FM Fire Pump	Major Service	Minor Service	Total
1 Diesel	£ 451.00	£ 381.00	£ 832.00
1 Diesel & 1 Electric	£ 496.00	£ 419.00	£ 915.00
2 Diesel	£ 522.00	£ 440.00	£ 962.00
2 Diesel & 1 Electric	£ 545.00	£ 357.00	£ 902.00
2 Diesel & 2 Electric	£ 561.00	£ 490.00	£ 1051.00
3 Diesel	£ 605.00	£ 454.00	£ 1059.00

Any other combinations can be quoted on request. Please note prices do not include confined space working or any specialist safety equipment required by site conditions.

A minimum order value of £100 applies or a £30 handling charge will be levied.

Remote Monitoring

ARm Asset Remote Monitoring



ARm is a system that enables real time data to be collected from any Equipment (Fire Pump, Process Pump, Generator).

The data is collected via the ARm Data Collection Panel, connected to the Asset.

This data is stored remotely and can be viewed on line or used to produce detailed reports showing activity.

These historical reports available on line via PDA or Hard copy provide evidence of use performance, and trends.

Battery back up covers the loss of mains power and ensures continuity of data collection.

Emergency alerts and alarms can be automatically generated against fault conditions and SMS/Text, E Mail, Fax and even phone messages sent to nominated persons informing the recipient of faults, or overdue activities.



The system automatically generates reports, detailing:-

- Running Time
- Service Times / Dates
- Performance
- Condition
- History

The EPS remote monitoring will provide:-

- Fault / Running Alerts (e-mail / SMS / Fax / Phone)
- 24hr Condition Monitoring
- Generate Service Calls
- Provide Evidence of Service / Testing

Prices

Option 1

- Installation = **£800.00**
- **ARm** Hardware Unit Cost = **£0.00**
- Cost Per Month = **£150.00**

Option 2

- Installation = **£800.00**
- **ARm** Hardware Unit Cost = **£1,000.00**
- Cost Per Month = **£75.00**



For more information regarding Telemetry Services, please phone

01942 263628

Products

Product name	Product Type	APPLICATION	Heating & Hot Water Systems	Cooling & Air Conditioning Systems	Industrial Applications	Pressure Boosting & Liquid Transfer	Ground Water Supply	Domestic Water Supply	Sewage and Waste Water	Environmental Applications	Dosing	Fire Protection	Site Service	Workshop Service
ALPHA Pro, Alpha +	Circulator pumps, Canned - rotor type		✓	✓										✓
Pump Plan	Circulator pumps, Canned - rotor type		✓	✓									✓	✓
UPS Selectric	Circulator pumps, Canned - rotor type		✓	✓										✓
UP / UPS Series 100	Circulator pumps, Canned - rotor type		✓	✓										✓
UPA	Circulator pumps, Canned - rotor type							✓						✓
UPN / B / FB, Comfort (HWS)	HWS Pumps, Canned - rotor type		✓	✓										✓
UPS (D) Series 200	Circulator pumps, Canned - rotor type		✓	✓									✓	✓
UPE(D),Magna, Series 2000	Circulator pumps, Canned - rotor type		✓										✓	✓
TP	Circulator Pump - Close-coupled		✓	✓									✓	✓
TPE Series 2000	Single Stage Centrifugal Pump		✓	✓									✓	✓
TPE Series 1000	Single Stage Centrifugal Pump		✓	✓	✓	✓							✓	✓
Conlift	Condensate Removal Pump		✓											✓
Shower Boost	Shower Booster Pumps		✓										✓	✓
IMPress	Pressurisation Units		✓	✓	✓								✓	
NB, NBG	Single Stage Close Coupled Centrifugal - Fixed Speed		✓	✓	✓	✓							✓	✓
NK, NKG	Single Stage Long Coupled Centrifugal - Fixed Speed		✓	✓	✓	✓							✓	✓
NBE	Single Stage Close Coupled Centrifugal - Variable Speed		✓	✓	✓	✓							✓	✓
NKE	Single Stage Long Coupled Centrifugal - Variable Speed		✓	✓	✓	✓							✓	✓
MTR, SPK, CRK, MTH, MTA	Multistage Centrifugal Inmersible Pumps				✓								✓	✓
DME, DMS, DMX, DMX,	Dosing Pumps				✓					✓			✓	✓
CHI	Multistage Centrifugal Pumps - Fixed Speed			✓	✓	✓				✓			✓	✓
CHIE	Multistage Centrifugal Pumps - Variable Speed			✓	✓	✓				✓			✓	✓
CR,CRI,CRN	Multistage Centrifugal Pumps - Fixed Speed			✓	✓	✓		✓		✓			✓	✓
CR, CRN High Pressure	Multistage Centrifugal Pumps - Fixed Speed			✓	✓	✓		✓		✓			✓	✓
CRT	Multistage Centrifugal Pumps - Fixed Speed				✓	✓				✓			✓	✓
CRE,CRNE	Multistage Centrifugal Pumps - Variable Speed			✓	✓	✓		✓		✓			✓	✓
Packaged Booster Sets	Pressure Boosting Systems				✓	✓		✓					✓	✓
BM	Booster Modules				✓	✓							✓	
SQ, SQE	3" Submersible Pumps						✓	✓					✓	✓
SP, SP-G	4"-6"-8"-10"-12" Submersible Pumps						✓	✓					✓	✓
SQE-NE, SP-NE, MP1	Environmental Pumps								✓				✓	✓
JP5	Self Priming Pumps							✓					✓	
MQ	Multistage Booster Pump					✓		✓						✓
GT Tanks	Diaphragm and Bladder tanks		✓	✓	✓	✓	✓	✓						
Unilift CC, KP	Drainage Pumps								✓					✓
AP,APB-SS	Drainage & Sewage Pumps								✓				✓	✓
Lifting Stations M/MD	Complete Pumping Stations								✓				✓	
Substations	Complete lowlevel pumping stations								✓				✓	
Sololift	Domestic waste water / sewage units								✓				✓	✓
S,SE,SEG,SEN,DW	Effluent and sewage pumps								✓				✓	✓
FK / FB / HSC	Diesel / Electric pump sets											✓	✓	✓

Grundfos Euroump Ltd Site Visit and Commissioning Request Form

YOUR OFFICIAL HARD COPY ORDER MUST ACCOMPANY THIS SITE REQUEST AND ALL SECTIONS MUST BE COMPLETED AS A REQUIREMENT FOR OUR HEALTH & SAFETY POLICY. PLEASE RETURN THIS REQUEST FORM TO THE FOLLOWING FAX NO: 01942 602 830 OR EMAIL service@europump.co.uk

AGENT /		WORK TYPE <small>(Please Tick only one)</small>		DESCRIPTION OF WORK REQUIRED			
DISTRIBUTOR		Warranty Fault / Repair					
ADDRESS		Chargeable Fault / Repair					
		Commissioning *					
SETTING DETAILS AND CONNECTION CONFIRMATION							
The following must be completed for commissioning site visits:							
POSTCODE		High Pressure-Press Set		Static Height-Press Set			
CONTACT		Low Pressure-Press Set		System Pressure-Press Set			
TELEPHONE NO:		WATER Connection	YES / NO	Set Point- Press / Booster			
FAX NO:		Electric Connection	YES / NO	BMS Connection	YES / NO / not applicable		
EMAIL REQ :		<p>* For all Commissioning Works, it is the Customers responsibility to provide setting details and be available for witness testing. Where no setting information is provided, the mid-curve point will be used. Additional visits to adjust the settings or demonstrate equipment will be chargeable. When commissioning Booster and Pressurisation Units - all Vessels require individual isolating valves and drain cocks. If these are not fitted and the system is already filled then the vessel will not be tested or there will be an additional charge for draining and refilling the system.</p>					
CONTRACTOR c/o							
CONTRACTOR Email							
SITE NAME							
ADDRESS		EQUIPMENT INFORMATION (ONLY ONE ITEM PER LINE)					
TOWN		QTY	DESCRIPTION / PRODUCT CODE	PUMP TYPE	Vessel QTY	Vessel Size	1 OR 3 Phase
POSTCODE							
SITE CONTACT							
MOBILE NO:							
TELEPHONE NO:							
ORDER NO:Req							
EUROPUMP JOB NO:							
VISIT DATE:							
ENGINEER:							
PLANNER:							
CONFIRMED TO:			Charged at the current day rate		ISSUE DATE:		Apr-09
NAME							
DATE:							
<p>48 Hrs notice must be given for any cancellation. Grundfos Euroump Ltd reserve the right to pass on any costs if less than 48 hrs is given. This will be charged at the current day rate. When a site visit is requested, it is the customers responsibility to ensure equipment is Hydraulically and Electrically connected and where applicable, BMS Communications are operational. Failure to do this will result in an Abortive Visit. Abortive visits and down time will be charged at the current Hourly Rate. All Induction Time and Travel Time will be charged at the current Hourly Rate. Where Method Statements and Risk Assessments are required, these will incur an additional charge. All work is carried out to the Manufacturers Terms and Conditions which are available on request.Grundfos Euroump Ltd take no responsibility for any consequential damage to the system or equipment should system settings not be provided in advance of commissioning</p>							

CONDITION OF SALE

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this condition apply in these terms and conditions ("Conditions") and any of them a "Condition").

Contract: the SVRF and / or the internet call log together with these Conditions will form the Contract.
Customer: the person, firm or company who purchases Services from the Supplier.

Customer's Equipment: any equipment, systems, cabling or facilities provided by the Customer and used directly or indirectly in the supply of the Services.

Grundfos: Grundfos Pumps Limited (Company No: 00805960) whose registered office is at Grovebury Road, Leighton Buzzard, Bedfordshire LU7 4TL.

In-put Material: all Documents, information and materials provided by the Customer relating to the Services.

Materials: all goods and materials supplied to the Customer under the terms of this agreement.

Products: all goods, or any part or parts thereof, supplied by Grundfos to the Customer subject to the terms and conditions of the contract between Grundfos and the Customer.

Services: the supply of Materials and installation services to be provided by the Supplier under the Contract as set out in the SVRF together with any other services which the Supplier provides, or agrees to provide, to the Customer.

Supplier: Grundfos Europump Limited (Company No: 02028784) whose registered office is at Grovebury Road, Leighton Buzzard, Bedfordshire LU7 4TL.

Supplier's Equipment: any equipment, including tools, systems, cabling or facilities, provided by the Supplier or its subcontractors and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the parties under which title passes to the Customer.

SVRF: the Supplier's Site Visit and Commissioning Request Form or the equivalent internet log.

VAT: value added tax chargeable under English law for the time being and any similar additional tax.

Warranty: the warranty provided by the Supplier in respect of the Services and Materials as set out in clause 7 of this agreement.

- 1.2 Headings in these conditions shall not affect their interpretation.

- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.4 The schedules form part of the Contract.

- 1.5 A reference to **writing** or **written** includes faxes but not e-mail.

- 1.6 Any obligation in the Contract on a person not to do something in cludes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done.

- 1.7 References to conditions and schedules are to the conditions and schedules of the Contract.

2. APPLICATION OF CONDITIONS

- 2.1 These Conditions shall:

(a) apply to and be incorporated into the Contract; and

(b) prevail over any inconsistent terms or conditions contained, or referred to, in the Customer's purchase order, confirmation of order, acceptance of a quotation, or specification or other Document supplied by the Customer, or implied by law, trade custom, practice or course of dealing.

- 2.2 The Customer's purchase order, or the Customer's acceptance of a quotation for Services by the Supplier, constitutes an offer by the Customer to purchase the Services on these Conditions. No offer placed by the Customer shall be accepted by the Supplier other than:

(a) by a written acknowledgement issued and executed by the Supplier; or

(b) (if earlier) by the Supplier starting to provide the Services,

when a contract for the supply and purchase of the Services on these Conditions will be established. The Customer's standard terms and conditions (if any) attached to, enclosed with or referred to in any purchase order or other Document shall not govern the Contract.

- 2.3 Quotations are given by the Supplier on the basis that no Contract shall come into existence except in accordance with Condition 2.2. Any quotation is valid for a period of 30 days from its date, provided that the Supplier has not previously withdrawn it.

3. COMMENCEMENT AND DURATION

- 3.1 The Services supplied under the Contract shall be provided by the Supplier to the Customer in accordance with the timescale specified in the SVRF.

4. SUPPLIER'S OBLIGATIONS

- 4.1 The Supplier shall use reasonable endeavours to provide the Services to the Customer, in accordance with all material respects with the Contract.

- 4.2 The Supplier shall use reasonable endeavours to meet any performance dates specified in the Contract but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

- 4.3 The Supplier shall use reasonable endeavours to observe all health and safety rules and regulations, and any other reasonable security requirements that apply at the Customer's premises and that have been communicated to it under Condition 5.1(f), provided that it shall not be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract.

5. CUSTOMER'S OBLIGATIONS

- 5.1 The Customer shall:

(a) co-operate with the Supplier in all matters relating to the Services;

(b) provide an SVRF (including the relevant order number(s)) to the Supplier in respect of any Services to be carried out by the Supplier, its agents, subcontractors, consultants or employees (as the case may be);

(c) provide the Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, with access to the Customer's premises, office accommodation, data and other facilities as required by the Supplier;

(d) provide to the Supplier, in a timely manner, such In-put Material and other information as the Supplier may require and ensure that it is accurate in all material respects;

(e) be responsible (at its own cost) for preparing and maintaining the relevant premises for the supply of the Services, including identifying, monitoring, removing and disposing of any hazardous materials from its premises in accordance with all applicable laws, before and during the supply of the Services at those premises;

(f) inform the Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply at the Customer's premises;

(g) ensure that all Customer's Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services; and

(h) obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services, the installation of the Supplier's Equipment, the use of In-put Material and the

use of the Customer's Equipment in relation to the Supplier's Equipment in all cases before the date on which the Services are to start.

- 5.2 If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.

- 5.3 The Customer shall be liable to pay to the Supplier, on demand, all reasonable costs, charges or losses sustained or incurred by the Supplier (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract, subject to the Supplier confirming such costs, charges and losses to the Customer in writing.

- 5.4 The Customer shall not, without the prior written consent of the Supplier, at any time from the date of the Contract to the expiry of 12 months after the last date of supply of the Services, solicit or entice away from the Supplier or employ (or attempt to employ) any person who is, or has been, engaged as an employee of the Supplier in the provision of the Services.

6. CHARGES, PAYMENT AND RETURN OF PRODUCTS AND MATERIALS

- 6.1 In consideration of the provision of the Services by the Supplier, the Customer shall pay the charges as set out in the Supplier's price list or such other charges agreed in writing between the parties prior to the Services being supplied.

- 6.2 Without prejudice to any other provisions of these Conditions, in the event that the Supplier (in its sole discretion) deems that any provision of the Services does not arise out of or relate to any manufacturing defect or faulty workmanship, then the Supplier shall be entitled to charge the Customer in accordance with the Supplier's price list and to levy such other charges as the Supplier deems reasonable to cover the cost of the provision of the Services.

- 6.3 Without prejudice to any other provisions of these Conditions, no Product and/or Materials may be returned to the Supplier except by prior written permission of an authorised officer of the Supplier and such return shall be subject to payment by the Customer to the Supplier of the appropriate handling and restocking charges, transport costs and all other costs incurred by the Supplier. All items authorised to be returned to the Supplier shall be subject to a minimum restocking charge equal to 35% of the gross invoice value of the goods supplied, such charge to be invoiced by the Supplier to the Customer and paid in accordance with Condition 6.6.

- 6.4 The Services are provided on a time and materials basis and:

(a) the charges payable for the Services shall be calculated in accordance with the Supplier's standard daily fee rates;

(b) the Supplier's standard daily fee rates for each individual person are calculated on the basis of an eight-hour day, worked between 8.00 am and 5.00 pm on weekdays (excluding public holidays);

(c) all charges quoted to the Customer shall be exclusive of VAT, which the Supplier shall add to its invoices at the appropriate rate;

(d) the Supplier shall invoice the Customer in accordance with any time scale set out in the SVRF but in any event reserves the right to invoice the Customer on a weekly interim basis in respect of the Services provided to that date.

- 6.5 The parties agree that the Supplier may review and increase its standard daily fee rates. The Supplier will give the Customer reasonable written notice of any such increase.

- 6.6 The Customer shall pay each invoice submitted to it by the Supplier, in full and in cleared funds, within 30 days of receipt to a bank account nominated in writing by the Supplier unless otherwise agreed in writing between the Supplier and Customer.

- 6.7 Each invoice submitted by the Supplier to the Customer will be deemed to be valid and payable in full without any right of set-off or right to withhold payment unless the Customer notifies the Supplier in writing of any potential dispute and such notice is received by the Supplier within 14 days of the date of the invoice.

- 6.8 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Supplier on the due date, the Supplier may:

(a) charge interest on such sum from the due date for payment at the annual rate of 2% above the base lending rate from time to time of Barclays Bank plc, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and the Customer shall pay the interest immediately on demand. The Supplier may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and

(b) suspend all Services until payment has been made in full.

- 6.9 Time for payment shall be of the essence of the Contract.

- 6.10 All sums payable to the Supplier under the Contract shall become due immediately on its termination, despite any other provision. This Condition 6.10 is without prejudice to any right to claim for interest under the law, or any such right under the Contract.

- 6.11 The Supplier may, without prejudice to any other rights it may have, set off any liability of the Customer to the Supplier against any liability of the Supplier to the Customer.

- 6.12 The minimum order value under the Contract is £100 (excluding VAT). In the event of any order being submitted below that value, then the Supplier shall be entitled (in its sole discretion) to make any charges it deems necessary, such charges to be made in accordance with the Supplier's price list.

7. WARRANTY AND LIMITATION OF LIABILITY – THE CUSTOMER'S ATTENTION IS SPECIFICALLY DRAWN TO THIS CONDITION

- 7.1 Subject to the provisions of this Condition 7, the Supplier warrants to the Customer that the Materials and the workmanship used in the provision of the Services will be free from defect for a period of 12 months from the date of the provision of the Services.

- 7.2 The above warranty is given by the Supplier subject to the following conditions:

(a) the Supplier will be under no liability in respect of any defect in the Materials and/or the Supplier's workmanship arising from any drawing, design or specification supplied by the Customer;

(b) the Supplier will be under no liability in respect of any defect in the Materials arising from: (a) fair wear and tear; (b) accidental or wilful damage or misuse; (c) incorrect installation; (d) failure to follow the Supplier's instructions (whether oral or in writing); (e) the use with the Materials of water containing sand, salt or harmful chemicals; (f) inadequate motor protection; (g) the use of faulty ancillary equipment in conjunction with the Materials; (h) lightning or other circumstances beyond the Supplier's control; and

(c) under no circumstances should the Materials or any part of them be dismantled prior to return to the Supplier and any failure by the Customer to comply with this provision will render the warranty in Condition 7.1 void.

- 7.3 The Customer will notify the Supplier in writing as soon as reasonably practicable and in any event within 14 days after becoming aware of any defect in the Materials and/or the provision of faulty Services and will provide authority for the Supplier's employees or agents to inspect the Materials and assess whether there is any faulty workmanship.

- 7.4 Where, following an inspection pursuant to Condition 7.3, there is a valid claim by the Customer that the Materials and/or the provision of the Services are defective then the Customer shall, at its discretion, have the option of either:

(a) returning the relevant Product(s), including all Materials, to Grundfos for diagnostic analysis and if the Product(s) and/or the Materials are found to be defective Grundfos shall carry out any necessary repair work or, if such Product(s) or Materials cannot be repaired, Grundfos shall replace the relevant Product(s) or Materials (subject to Grundfos' terms and conditions), free of charge on an exchange basis; or

- (b) making a request in writing for the Supplier to provide repair Services under the terms of this Contract. If, however, the Supplier (in its sole discretion) subsequently deems that the provision of any such Services does not relate to or arise out of any manufacturing defect or faulty workmanship, then the provisions of Condition 6.2 shall apply.
- 7.5 If the Customer elects to make a return to Grundfos pursuant to clause 7.4(a) then the Customer will, if required by the Supplier or Grundfos (as the case may be) but at the cost of the Customer, remove the relevant Product(s) (including all Materials) and return them to Grundfos for repair or replacement. The Customer will be responsible for the costs of returning the repaired or replacement Product(s) to Grundfos and the costs of refitting the Product(s).
- 7.6 Subject to Condition 7.12 the Supplier and/or Grundfos will have no other or further liability to the Customer and whether for breach of the Contract, negligence or otherwise in respect of any direct loss or damage suffered by the Customer arising from or in connection with any defect in the provision of the Services and/or the supply of any Materials.
- 7.7 Subject to Condition 7.12 the Supplier and/or Grundfos will have no other or further liability to the Customer and whether for breach of the Contract, negligence or otherwise in respect of any consequential loss or damage suffered by the Customer arising from or in connection with any defect in the provision of the Services and/or the supply of the Materials.
- 7.8 The Supplier's liability for any direct loss or damage sustained by the Customer as a result of any error in any weight, dimension, capacity performance or other description or information which has formed a representation or is part of the Contract will not exceed the price of the Services or Materials (as the case may be) in respect of which the description or information is incorrect.
- 7.9 Except for the terms implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of The Supply of Goods and Services Act 1982, all conditions warranties and other terms express or implied, statutory or otherwise are expressly excluded except insofar as they are contained in these Conditions or otherwise expressly agreed by the Supplier in writing. If any legislation makes it unlawful to exclude or purport to exclude any term from the Contract, then this clause will not apply to such term.
- 7.10 Subject to Condition 7.12 the Supplier will not be liable to the Customer in respect of any direct loss or damage suffered by the Customer arising from the negligence of the Supplier or the negligence or wilful default of the Supplier's employees or agents in connection with the supply of the Materials or the provision of the Services.
- 7.11 Subject to clause 7.12 the Supplier will not be liable to the Customer in respect of any consequential loss or damage suffered by the Customer arising from the negligence of the Supplier or the negligence or wilful default of the Supplier's employees or agents in connection with the supply of the Materials or the provision of the Services.
- 7.12 The terms of clause 7.6, 7.7, 7.10 and 7.11 will not exclude any liability of the Supplier:
- (a) for death or personal injury resulting from the negligence of the Supplier or the negligence or wilful default of the Supplier's employees or agents; or
 - (b) for damage to property resulting from the negligence of the Supplier or the negligence or wilful default of the Supplier's employees or agents except that such liability will be limited to £[900,000] per occurrence; or
 - (c) for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Supplier.
- 7.13 Except in respect of liability for death or personal injury resulting from negligence, the Supplier will not be liable to the Customer under any circumstances (and whether arising from breach of the Contract or the negligence of the Supplier or its employees or agents or otherwise) for any indirect special or consequential loss or damage including but not limited to loss of production, loss of profits, loss of contracts or goodwill suffered by the Customer which arise out of or in connection with the provision of the Service or the supply of the Materials even if such loss was reasonably foreseeable or the Supplier had been advised of the possibility of the Customer incurring the same.
- 7.14 The Supplier will not be liable to the Customer in respect of any claims pursuant to the Consumer Protection Act 1987 which may be brought against the Customer by third parties in respect of defects in the Materials and the Customer will fully indemnify the Supplier against all damages, penalties, costs and expenses incurred by the Supplier arising from any such claims which may be brought against the Supplier by third parties except in either case insofar as the defects in the Materials have arisen as a result of the negligence of the Supplier or the negligence or wilful default of the Supplier's employees or agents.
- 8. CONFIDENTIALITY AND THE SUPPLIER'S PROPERTY**
- The Customer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by the Supplier, its employees, agents, consultants or subcontractors and any other confidential information concerning the Supplier's business or its products which the Customer may obtain.
- 9. DATA PROTECTION**
- The Customer acknowledges and agrees that details of the Customer's name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of the Supplier in connection with the Services.
- 10. TERMINATION**
- 10.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Contract without liability to the other immediately on giving notice to the other if:
- (a) the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment; or
 - (b) the other party commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
 - (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has a partner to whom any of the foregoing apply; or
 - (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; or
 - (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; or
 - (f) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party; or
 - (g) a floating charge holder over the assets of that other party has become entitled to appoint or has appointed an administrative receiver; or
 - (h) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; or
 - (i) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
- (j) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- (k) there is a change of control of the other party (as defined in section 574 of the Capital Allowances Act 2001).
- 10.2 On termination of the Contract for any reason:
- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;
 - (b) the Customer shall immediately return all of the Supplier's Equipment, Pre-existing Materials and Deliverables. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned or repossessed, the Customer shall be solely responsible for their safe keeping; and
 - (c) the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.
- 10.3 On termination of the Contract (however arising), the following conditions shall survive and continue in full force and effect:
- (a) condition 6;
 - (b) condition 7;
 - (c) condition 8;
 - (d) condition 10; and
 - (e) condition 20.
- 11. FORCE MAJEURE**
- The Supplier shall have no liability to the Customer under the Contract if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the work force of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 12. VARIATION**
- 12.1 The Supplier may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services. If the Supplier requests a change to the scope of the Services for any other reason, the Customer shall not unreasonably withhold or delay consent to it.
- 12.2 Subject to condition 12.1, no variation of the Contract or these Conditions or of any of the documents referred to in them shall be valid unless it is in writing and signed by or on behalf of each of the parties.
- 13. WAIVER**
- 13.1 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.
- 13.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.
- 14. SEVERANCE**
- 14.1 If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be in valid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 14.2 If a provision of the Contract (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 15. ENTIRE AGREEMENT**
- 15.1 The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 15.2 Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract), as expressly provided in the Contract.
- 15.3 Nothing in this condition shall limit or exclude any liability for fraud.
- 16. ASSIGNMENT**
- 16.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 16.2 The Supplier may at any time assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- 16.3 Each party that has rights under the Contract is acting on its own behalf and not for the benefit of another person.
- 17. NO PARTNERSHIP OR AGENCY**
- Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
- 18. RIGHTS OF THIRD PARTIES**
- A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 19. NOTICES**
- 19.1 Any notice required to be given under the Contract shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery or by commercial courier to the other party at the address supplied by the other party in writing.
- 19.2 Any notice shall be deemed to have been duly received if delivered personally, when left at the correct address or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 19.3 This condition 19 shall not apply to the service of any in any proceedings or other documents in any legal action.
- 19.4 A notice required to be given under the Contract shall also be validly served if sent by e-mail.
- 20. GOVERNING LAW AND JURISDICTION**
- 20.1 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.
- 20.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter or formation (including non-contractual disputes or claims).

24 Hr Service
Tel: 01942 263628



HEAD OFFICE

Grundfos Europump Ltd
Grovebury Road
Leighton Buzzard
LU7 4TL

Tel: 01525 850000
Fax: 01525 850011

Grundfos Europump Ltd
Orford Court
Greenfold Way
Leigh
Lancashire
WN7 3XJ

Tel: 01942 263628
Fax: 01942 602830

Grundfos Europump Ltd
Flemming Road
Kirton Campus
Livingston
West Lothian
Scotland
EH54 7BN

Tel: 01506 425440
Fax: 01506 461555