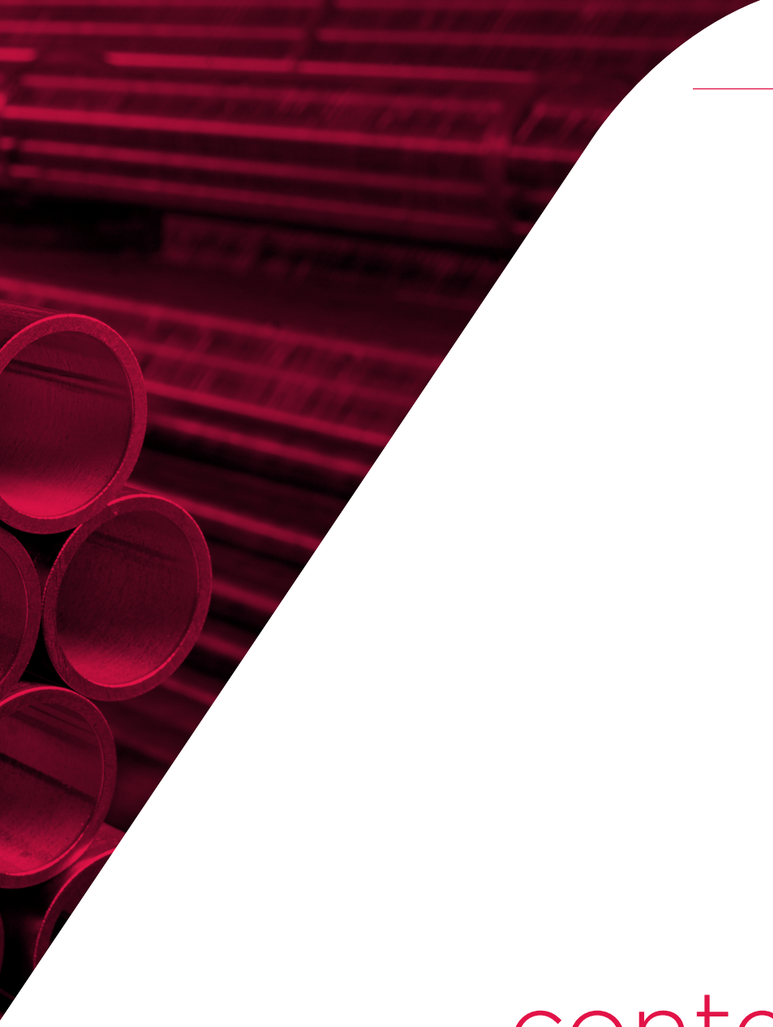
aalberts integrated piping systems

VSH CoolPress



EN price list

PEGLER Valve technology



contents

VSH CoolPress

bends	3
T-piece	4
reducers	5
straights	6
stop ends	7
flares	8
P-trap	9

Maintaining a policy of continual product development Aalberts Intagrated piping systems Ltd reserve the right to change specifications, design, materials and prices of products listed in this price list without prior notice.

All tee sizes are UK designation throughout this price list.

bends

VSH CoolPress elbow 90° F



dimension	pack 1 qty	pack 2 qty	code	price cat	£ each
47 x 38 x 16 mm	3	90	123461564	COOLP	18.04
44 x 38 x 20 mm	3	120	123461565	COOLP	19.47
57 x 46 x 24 mm	3	90	123461566	COOLP	21.64
62 x 52 x 27 mm	3	90	123461567	COOLP	24.53
73 x 61 x 31 mm	3	60	123461568	COOLP	25.97
77 x 64 x 34 mm	2	30	123461569	COOLP	34.62
83 x 72 x 38 mm	2	30	123461570	COOLP	36.07
103 x 86 x 44 mm	2	10	123461571	COOLP	77.08

VSH CoolPress elbow 90° FF



dimension	pack 1 qty	pack 2 qty	code	price cat	£ each
38 x 38 x 11 mm	5	200	123461555	COOLP	22.37
41 x 41 x 16 mm	5	150	123461556	COOLP	23.09
41 x 41 x 20 mm	3	120	123461557	COOLP	24.53
50 x 50 x 24 mm	3	90	123461558	COOLP	27.04
56 x 56 x 27 mm	3	60	123461559	COOLP	29.94
64 x 64 x 31 mm	3	51	123461560	COOLP	31.01
70 x 70 x 34 mm	2	20	123461561	COOLP	33.18
77 x 77 x 38 mm	2	30	123461562	COOLP	37.51
91 x 91 x 45 mm	2	10	123461563	COOLP	55.05

VSH CoolPress bend long 90° FF



dimension	pack 1 qty	pack 2 qty	code	price cat	£ each
53 x 20 x 20 mm	2	60	123461673	COOLP	27.48
63 x 24 x 24 mm	2	40	123461674	COOLP	30.32
69 x 27 x 27 mm	2	40	123461675	COOLP	33.55
81 x 31 x 31 mm	2	20	123461676	COOLP	34.76
95 x 38 x 38 mm	2	10	123461677	COOLP	42.03
111 x 45 x 45 mm	2	6	123461678	COOLP	62.35

VSH CoolPress bend 45° FF



dimension	pack 1 qty	pack 2 qty	code	price cat	£ each
45 x 25 x 11 mm	3	90	123461572	COOLP	18.04
50 x 30 x 16 mm	3	120	123461573	COOLP	18.04
48 x 32 x 20 mm	3	90	123461574	COOLP	20.92
57 x 35 x 24 mm	3	120	123461575	COOLP	23.09
63 x 40 x 27 mm	3	90	123461576	COOLP	28.14
69 x 45 x 31 mm	3	60	123461577	COOLP	29.58
73 x 50 x 34 mm	2	40	123461578	COOLP	32.47
80 x 56 x 38 mm	2	40	123461579	COOLP	34.62
91 x 65 x 45 mm	2	30	123461580	COOLP	76.44

T-piece

VSH CoolPress T-piece FFF



dimension	pack 1 qty	pack 2 qty	code	price cat	£ each
53 x 29 x 11 mm	3	480	123461649	COOLP	33.18
62 x 39 x 16 mm	3	90	123461650	COOLP	35.34
67 x 39 x 20 mm	3	60	123461651	COOLP	37.51
75 x 44 x 24 mm	2	60	123461652	COOLP	40.40
84 x 48 x 27 mm	2	40	123461653	COOLP	43.28
85 x 53 x 31 mm	2	30	123461654	COOLP	45.44
91 x 58 x 35 mm	1	20	123461655	COOLP	47.61
95 x 62 x 39 mm	1	20	123461656	COOLP	51.93
110 x 76 x 45 mm	1	10	123461657	COOLP	83.46

reducers

VSH CoolPress reducer FF



dimension	pack 1 qty	pack 2 qty	code	price cat	£ each
42 x 16x 16 mm	2	80	123461581	COOLP	23.92
47 x 20 x 20 mm	1	100	123461582	COOLP	24.98
44 x 20 x 20 mm	2	80	123461583	COOLP	31.01
52 x 24 x 24 mm	3	80	123461584	COOLP	31.38
50 x 24 x 24 mm	2	80	123461585	COOLP	31.74
48 x 24 x 24 mm	2	60	123461586	COOLP	33.18
54 x 27 x 27 mm	2	80	123461587	COOLP	35.71
51 x 27 x 27 mm	2	80	123461588	COOLP	32.09
49 x 27 x 27 mm	2	60	123461589	COOLP	33.55
54 x 31 x 31 mm	2	60	123461590	COOLP	37.50
56 x 31 x 31 mm	2	60	123461591	COOLP	38.24
52 x 31 x 31 mm	2	60	123461592	COOLP	40.40
57 x 34 x 34 mm	1	50	123461593	COOLP	40.71
59 x 38 x 38 mm	1	50	123461594	COOLP	43.28
60 x 38 x 38 mm	1	30	123461595	COOLP	44.72
62 x 38 x 38 mm	1	30	123461596	COOLP	49.04
60 x 38 x 38 mm	1	30	123461597	COOLP	50.57
74 x 45 x 45 mm	2	30	123461598	COOLP	57.31
71 x 45 x 45 mm	2	30	123461599	COOLP	59.93
70 x 45 x 45 mm	2	30	123461600	COOLP	64.77

VSH CoolPress reducer long FF



dimension	pack 1 qty	pack 2 qty	code	price cat	£ each
108 x 34 x 34 mm	1	20	123461661	COOLP	46.53
101 x 16 x 16 mm	2	60	123461662	COOLP	23.92
95 x 24 x 24 mm	2	80	123461663	COOLP	35.40
103 x 24 x 24 mm	2	80	123461664	COOLP	27.92

VSH CoolPress reducer F



dimension	pack 1 qty	pack 2 qty	code	price cat	£ each
44 x 11 x 11 mm	2	100	123461601	COOLP	19.47
44 x 16 x 16 mm	2	60	123461602	COOLP	18.76
50 x 16 x 16 mm	2	80	123461603	COOLP	17.68
47 x 20 x 20 mm	2	20	123461604	COOLP	17.68
50 x 20 x 20 mm	2	60	123461605	COOLP	23.80
50 x 24 x 24 mm	2	120	123461606	COOLP	25.97
55 x 22 x 22 mm	2	60	123461607	COOLP	19.47
54 x 24 x 24 mm	2	60	123461608	COOLP	20.92
55 x 27 x 27 mm	2	90	123461609	COOLP	21.64
63 x 29 x 29 mm	1	30	123461610	COOLP	25.25
61 x 29 x 29 mm	1	40	123461611	COOLP	26.68
59 x 29 x 29 mm	1	60	123461612	COOLP	28.14
60 x 31 x 31 mm	1	30	123461613	COOLP	30.30
73 x 35 x 35 mm	1	30	123461614	COOLP	54.25
70 x 35 x 35 mm	1	30	123461615	COOLP	55.67
69 x 38 x 38 mm	1	30	123461616	COOLP	61.45

straights

VSH CoolPress straight coupling FF



dimension	pack 1 qty	pack 2 qty	code	price cat	£ each
40 x 11 x 11 mm	5	200	123461617	COOLP	15.87
40 x 16 x 16 mm	5	150	123461618	COOLP	17.31
38 x 20 x 20 mm	5	120	123461619	COOLP	17.31
44 x 24 x 24 mm	5	120	123461620	COOLP	18.04
46 x 27 x 27 mm	2	60	123461621	COOLP	19.47
51 x 31 x 31 mm	2	60	123461622	COOLP	21.27
50 x 34 x 34 mm	2	60	123461623	COOLP	23.09
54 x 38 x 38 mm	2	40	123461624	COOLP	25.97
71 x 45 x 45 mm	2	20	123461625	COOLP	46.46

VSH CoolPress straight coupling long FF



dimension	pack 1 qty	pack 2 qty	code	price cat	£ each
91 x 11 x 11 mm	5	250	123461665	COOLP	22.07
90 x 16 x 16 mm	5	150	123461666	COOLP	25.72
90 x 20 x 20 mm	5	100	123461667	COOLP	19.69
100 x 24 x 24 mm	3	60	123461668	COOLP	24.27
99 x 27 x 27 mm	2	40	123461669	COOLP	26.64
104 x 31 x 31 mm	2	40	123461670	COOLP	34.30
104 x 34 x 34 mm	1	30	123461671	COOLP	42.21
105 x 38 x 38 mm	1	20	123461672	COOLP	47.09

VSH CoolPress / price list August 2026

stop end

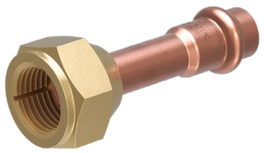
VSH CoolPress stop end F



dimension	pack 1 qty	pack 2 qty	code	price cat	£ each
21 x 11 x 11 mm	3	210	123461640	COOLP	18.04
21 x 16 x 16 mm	3	210	123461641	COOLP	18.76
20 x 20 x 20 mm	3	120	123461642	COOLP	20.92
24 x 24 x 24 mm	2	60	123461643	COOLP	25.25
26 x 27 x 27 mm	2	80	123461644	COOLP	28.85
26 x 31 x 31 mm	2	60	123461645	COOLP	32.47
26 x 34 x 34 mm	1	40	123461646	COOLP	36.07
29 x 38 x 38 mm	1	40	123461647	COOLP	39.68
39 x 45 x 45 mm	1	30	123461648	COOLP	44.62

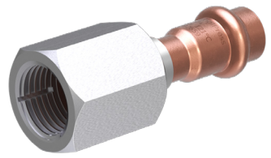
flare

VSH CoolPress flare coupling-gunmetal nut FF



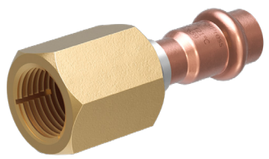
dimension	pack 1 qty	pack 2 qty	code	price cat	£ each
53 x 19 x 17 mm	4	120	123461635	COOLP	23.42
60 x 25 x 22 mm	4	200	123461636	COOLP	31.13
63 x 29 x 25 mm	2	170	123461637	COOLP	38.79
74 x 32 x 28 mm	2	60	123461638	COOLP	45.77
85 x 38 x 33 mm	2	60	123461639	COOLP	59.82

VSH CoolPress flare stl. coupling-stainless nut FF



dimension	pack 1 qty	pack 2 qty	code	price cat	£ each
49 x 18 x 16 mm	4	60	123461684	COOLP	74.92
56 x 24 x 21 mm	4	60	123461685	COOLP	77.85
61 x 28 x 24 mm	2	50	123461686	COOLP	89.22
71 x 31 x 27 mm	2	50	123461687	COOLP	105.28
80 x 39 x 33 mm	2	30	123461688	COOLP	151.56

VSH CoolPress flare stl. coupling-gunmetal nut FF



dimension	pack 1 qty	pack 2 qty	code	price cat	£ each
49 x 18 x 16 mm	4	240	123461679	COOLP	49.41
56 x 24 x 21 mm	4	200	123461680	COOLP	61.89
61 x 28 x 24 mm	2	140	123461681	COOLP	66.53
71 x 31 x 27 mm	2	60	123461682	COOLP	75.97
80 x 39 x 33 mm	2	50	123461683	COOLP	98.25

VSH CoolPress flare washer

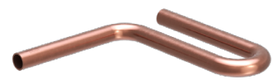


dimension	pack 1 qty	pack 2 qty	code	price cat	£ each
8 x 8 x 4 mm	8	400	123461857	COOLP	2.44
12 x 12 x 4 mm	8	400	123461858	COOLP	2.80
15 x 15 x 5 mm	8	400	123461859	COOLP	3.17
18 x 18 x 5 mm	8	400	123461860	COOLP	3.41
23 x 23 x 6 mm	8	400	123461861	COOLP	4.00

VSH CoolPress / price list August 2026

P-trap

VSH CoolPress P-trap



dimension	pack 1 qty	pack 2 qty	code	price cat	£ each
159 x 179 x 16 mm	1	10	123461658	COOLP	53.24
168 x 182 x 19 mm	1	10	123461659	COOLP	47.90
181 x 182 x 22 mm	1	10	123461660	COOLP	62.36

TERMS AND CONDITIONS

GENERAL CONDITIONS OF SALE

1. Definitions
1.1 **"Supplier"**: Aalberts Integrated Piping Systems Ltd (registered in England and Wales with company number 00401507) with its registered office at St. Catherine's Avenue, Doncaster, South Yorkshire, DN4 8DF United Kingdom.
1.2 **"Customer"**: the Party that concludes or wishes to conclude an Agreement with Supplier.
1.3 **"Agreement"**: an agreement or acknowledged purchase order for the delivery of movable items (products) and/or the performance of services by Supplier to the Customer.
1.4 **"VAT"**: value added tax or any equivalent tax chargeable in the UK.

2. Applicability of the General Conditions of Sale
2.1 These General Conditions of Sale shall apply to all Agreements and to all legal acts relating to the formation thereof.
2.2 These General Conditions of Sale shall also, after they have become part of any Agreement between Supplier and a Customer, form part of Agreements concluded later between Supplier and the Customer, even if at the formation of the agreements concluded later there has been no reference to the applicability of these General Conditions of Sale or if these General Conditions of Sale have not been submitted, such unless the Parties have expressly agreed otherwise in writing.
2.3 The applicability of the general terms and conditions of the Customer is explicitly rejected.
2.4 Supplier may amend these General Conditions of Sale. The amendments will take effect 30 calendar days after the date on which the amended conditions were sent to the Customer by Supplier.
2.5 In the event that one or more provisions of these General Conditions of Sale are void or may be declared void, the other provisions shall still remain in full force and effect. Supplier and the Customer then will consult to replace the provisions that are void and/or have been declared void, with new provisions, taking into consideration, to the extent possible, the purpose and intent of the original provision.

3. Offers and formation of Agreements
3.1 Agreements between the Parties will only be concluded after an order from the Customer has been confirmed in writing by Supplier, by a representative of Supplier duly authorized for this purpose, or because Supplier without reservation has performed the Agreement in a manner which is clear to the Customer. Verbal promises or agreements by or with its personnel shall only bind Supplier after and to the extent that Supplier has confirmed this in writing.
3.2 Confirmations sent by Supplier are considered to reflect the Agreement correctly and completely, barring evidence to the contrary.
3.3 Information provided by Supplier in the form of catalogues, pictures, drawings, weights, tests (samples), dimensions, technical specifications or shipping documents are for information purposes only and do not form part of the Agreement, unless expressly agreed in writing.
3.4 The Customer shall be responsible for ensuring the accuracy of the terms of its order.

3.5 Any additional agreements or amendments to the Agreement and/or commitments relating to the Agreement, made after formation of the Agreement, shall only bind Supplier when confirmed in writing by a representative of Supplier duly authorized for this purpose.
3.6 The Customer shall ensure that Supplier in time is provided with any information of which Supplier indicates that it is required, or of which the Customer in fairness should understand that it is required, for the provision of the products and/or the services. If the information necessary for the performance of the Agreement is not provided to Supplier in time, Supplier has the right to suspend performance of the Agreement and/or to charge the Customer the extra costs arising as a result of the delay, in accordance with the current rates.
3.7 If during performance of the Agreement it becomes evident that for a proper performance it will be necessary to amend or add to the Agreement, in whole or in part, the Parties will agree in a timely manner to try and amend the Agreement accordingly. Any amendments will be made in writing and signed by the Parties.

4. Subcontracting and transfer to third parties
Supplier has the right to subcontract its obligations vis-a-vis the Customer, in whole or in part. Supplier has the right to transfer the rights and obligations arising from the Agreement with the Customer to a third party/third parties.

5. Prices
5.1 The prices stated by Supplier are exclusive of VAT and exclusive of all other costs related to delivery, including, but not limited to insurance, overhead, packaging, transport and forwarding costs and delivery, administration, call-out and connection charges, unless the Parties have expressly agreed otherwise in writing.
5.2 Supplier has the right to adjust the prices when needed.
5.3 The Supplier may in its absolute discretion implement (and adjust) minimum order requirements by quantity and/or value.

6. Payment and Security
6.1 The Supplier has the right to invoice from the moment of formation of an Agreement. Unless expressly agreed otherwise in writing, payment shall be made within 30 calendar days of the invoice date. Payment must be made in GBP and without any set-off, discount and/or suspension.
6.2 In the event of late payment of an invoice, the Customer, without any notice of default, will be in default and all payment obligations of the Customer will immediately become due and payable, without prejudice to the other rights accruing to Supplier. This is also the case if the Customer files a petition for its own liquidation, if a petition for its liquidation is filed or if the Customer is declared to be in a state of liquidation or if the Customer applies for a moratorium, if a moratorium for the Customer is applied for or if a moratorium is granted to the Customer.
6.3 In the event of late payment of an invoice, the Supplier may, without limiting its other rights:
a. charge interest on such sums at 5% a year above the base rate of Lloyds Bank from time to time in force. Interest shall accrue on a daily basis and apply from the due date for payment until actual payment in full, whether before or after judgment;
b. suspend any deliveries to the Customer in whole or in part; and/or
c. cancel the Agreement.
6.4 Payments made by the Customer shall first of all serve to settle any payable interest and costs and subsequently the longest outstanding payable invoices, even if the Customer should state that the payment is related to a subsequently sent invoice.
6.5 At the time of conclusion of the Agreement or after conclusion of the Agreement, Supplier has the right to require advance payment from the Customer or proper security, in whole or in part, for the fulfilment of the obligations of the Customer under the Agreement, in the form of a bank guarantee or a reasonably equivalent security and Supplier has the right, until this security has been provided, to suspend its obligations towards the Customer.

7. Delivery and risk transfer
7.1 In the event that Supplier shows or provides a drawing, picture, model, design or other information, this shall only serve as an indication. The delivered products may vary from the displayed products.
7.2 Delivery will take place in accordance with the manner set out in the Agreement or, if not set out in the Agreement, FCA Incoterm® 2010.
7.3 The Customer may request a next working day delivery (Overnight Delivery) provided the request is made before 4.00pm Monday – Thursday and before 3.30pm on Fridays. The Supplier may (but is under no obligation to) agree to an Overnight Delivery request and shall charge the Customer for any increased costs incurred as a result of the Overnight Delivery.
7.4 The Customer shall check the delivered products within 5 working days of delivery, for any shortages or damage, or shall perform this check or have this check performed after notification by Supplier that the goods are at the disposal of the Customer. In the event that the goods are damaged the Customer must notify the Supplier immediately.
7.5 In the event that up to and including 2% more or less than the quantity of products ordered are delivered, the Customer shall not be entitled to reject the Order nor withhold or set off any payment to the Supplier as a result.
7.6 In the event that over 2% more or less than the quantity of products ordered are delivered, the Customer must notify the Supplier of this in writing within 5 working days of delivery and the Supplier may, at its absolute discretion, credit the Customer for the shortage or invoice the Customer for the excess. The Customer shall not be entitled to reject the Order nor withhold or set off any payment to the Supplier as a result.
7.7 All costs related to inspections and re-inspections shall be borne by the Customer.
7.8 Subject to article 12, the Customer shall not return any goods to the Supplier without the Supplier's prior written consent or other agreement in writing.

8. Partial delivery
Supplier reserves the right to deliver in parts (partial deliveries) which may be invoiced separately. In case of a partial delivery, the Customer shall also pay in accordance with the provision of article 6 of these General Conditions of Sale.

9. Delivery date
9.1 Indication of the delivery date by Supplier is an approximate estimate only and is not considered a final deadline unless expressly agreed otherwise.
9.2 Supplier is in no way liable for exceeding the delivery date, by any cause whatsoever. Exceeding the delivery date does not make Supplier liable to pay any compensation and does not give the Customer the right to terminate the Agreement and/or to refuse to take delivery and/or to invoke suspension.

10. Force majeure
10.1 Force majeure shall be taken to mean any event or sequence of events beyond the Supplier's reasonable control preventing or delaying it from performing its obligations under the Agreement including an act of God, fire, flood, lightning, earthquake or other natural disaster; war, riot or civil unrest; interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service; damage to or destruction of premises or material required for performance of the Agreement; strike, lockout or boycott or other industrial action including strikes or other industrial disputes involving the Supplier's or its suppliers workforce.
10.2 During a period of force majeure, the obligations to deliver and other obligations of Supplier will be suspended. If the period, in which performance of Supplier's obligations is no longer possible due to force majeure, should last longer than six calendar months, both Parties shall have the right to terminate the Agreement, in whole or in part, without any obligation to pay damages or to cancel the agreement.
10.3 Supplier has the right to claim payment for the work already carried out in the performance of the relevant Agreement, before the events causing the force majeure became evident.
10.4 Supplier also has the right to invoke force majeure if the event causing the force majeure occurs after Supplier should already have delivered the performance.

11. Retention of Title
11.1 Supplier remains the owner of all goods delivered to the Customer until all claims Supplier has against the Customer, for whatever reason, shall be paid, including interest and costs.
11.2 As long as the ownership has not been transferred to the Customer, the Customer may not pledge the goods or grant any rights to the goods to any third party, subject to the other provisions of this article.
11.3 The Customer shall store the goods delivered under retention of title separately with the required care and identifiable as the property of Supplier and the Customer shall insure the goods against the usual risks.
11.4 The Customer is authorized to sell and transfer the goods delivered under retention of title to third parties, acting in the ordinary course of the firm's business. When selling on credit the Customer shall require from its customers that the goods shall remain subject to retention of title in accordance with the provisions of this article.
11.5 Where applicable, Supplier shall have the right to unlimited access to the goods under retention of title. The Customer shall provide Supplier with all the assistance needed to exercise the retention of title included in this article by taking back these goods, including carrying out any dismantling required, and (unless otherwise agreed in writing) the Supplier shall be entitled to charge the Customer a reasonable restocking fee.

12. Warranty
12.1 With due observance of the following restrictions and the other provisions of these General Conditions of Sale, Supplier warrants that the goods delivered shall:
a. conform in all material respects to their specifications; and
b. be free from material defects in design, material and workmanship,
during the period as described in the product literature (unless otherwise agreed by the Supplier in writing), commencing at the time of delivery of the goods to the Customer. When providing the services, Supplier warrants that when performing these services due care will be taken.
12.2 If the Customer alleges that some or all of the goods delivered do not conform with the warranty in article 12.1, the Customer must give the Supplier a reasonable opportunity to examine the allegedly defective goods and deliver them to the Supplier.
12.3 If the Customer invokes any warranty provision of the Agreement on valid grounds, Supplier, at its option and without prejudice to the other provisions of these conditions, shall either proceed to replace the delivered goods, or to terminate (in whole or in part) the Agreement in combination with a pro-rata refund of the payment already made by the Customer, without any obligation to pay damages. Costs of materials, call-out charges, installation costs and such like are explicitly excluded from the warranty.

12.4 Without prejudice to the provisions of this article 12, the agreed upon warranty obligations will lapse if:
a. the delivered goods have not been put into operation by Supplier or a qualified firm of installers in accordance with the accompanying installation conditions and/or instructions;
b. the installer engaged has not complied with the applicable legislation and regulations;
c. the Customer has used the delivered goods for a purpose other than the designated use;
d. the Customer (in Supplier's reasonable opinion) has handled, used or maintained the delivered goods in an improper manner and/or has failed to comply with the Supplier's instructions in relation to the goods;
e. there is normal wear and tear, wilful damage or negligence;
f. defects in the delivered goods are the result of any government regulations relating to the nature or the quality of the materials used;
g. the Customer fails to fulfil its obligations towards Supplier;
h. the Customer makes a changes or changes to, or repairs, the delivered goods or has changes or repairs made by third parties, without prior written permission from Supplier;
i. to the extent caused by the Supplier following any specification or requirement of the Customer in relation to the goods;
j. the defects in the delivered goods are otherwise, in whole or in part, attributable to the Customer.
12.4 Any labour costs, costs of disassembly, shipment and transport will be for the account and risk of the Customer. Products or parts of products, to be repaired or replaced by Supplier, shall be sent postage paid to Supplier by the Customer, after obtaining Supplier's written permission. Products that have been returned and are found not to be defective, will be returned to the Customer for the account of the Customer and Supplier's costs for investigating the complaint shall also be charged to the Customer.
12.5 In case of replacement or repair of the goods delivered the original warranty period will not be extended and there will not be a new warranty period.
12.6 A warranty claim does not give the Customer any right to suspend any obligation towards Supplier, including the obligation to pay any invoice from the Supplier.
12.7 In the event of sale of finished goods – goods purchased by Supplier and delivered unprocessed – the goods will be sold in the condition they are in. In respect thereof, Supplier does not provide any guarantee and does not accept any liability, unless expressly agreed otherwise in writing and then only if, and to the extent that, the relevant manufacturer/supplier provides guarantee and only to the extent the manufacturer/supplier provides guarantee.
12.8 If in the context of the performance of the Agreement by Supplier parts are outsourced to third parties under stricter conditions than these General Conditions of Sale, Supplier may enforce, for the outsourced part of the Agreement, the same stricter conditions against the Customer.
12.9 Except as set out in this article 12, the Supplier shall have no liability to the Customer in respect of the goods' failure to comply with the warranty set out in article 12.1.
12.10 All warranties and conditions (including the conditions implied by ss 13-15 of the Sale of Goods Act 1979), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

13. Complaints
13.1 Complaints shall be submitted in writing and as soon as possible, but no later than, and with due regard to, the period referred to in article 7.4, within 5 working days of delivery of the products (or in the case of latent defects within a reasonable time of discovery of the defects or when the defects reasonably should have been discovered) specifying the nature and the basis of the complaint/complaints.
13.2 Complaints about the services provided shall be reported in writing to Supplier by the Customer, within 5 working days of discovery, but no later than 10 working days after completion of the relevant services.
13.3 When the abovementioned period has expired, the Customer is deemed to have approved the delivery. In that case, complaints will no longer be handled by Supplier.

14. Liability
14.1 Nothing in this Agreement shall limit or exclude the Supplier's liability for:
(a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (if applicable);
(b) fraud or fraudulent misrepresentation; and
(c) breach of the terms implied by section 12 of the Sale of Goods Act 1979.
14.2 The Suppler shall not be liable for indirect loss and consequential damage incurred by the Customer as a result of an attributable failure by Supplier to fulfil the obligations arising from any Agreement, including, but expressly not limited to: business interruption, loss of profits, lost sales, immaterial damage, lost opportunities and defamation.
14.3 Supplier's liability for direct damage incurred by the Customer which is proven to be the result or is related to an attributable failure on the part of Supplier to fulfil its obligations towards the Customer under an Agreement concluded with the Customer, is limited per event or series of related events with a common cause, to the price of the products.
14.4 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15. "Product recall"
15.1 The Customer shall act in respect of the products delivered (or resold) by Supplier, in accordance with the applicable requirements of product safety.
15.2 The Customer shall cooperate as requested by Supplier if Supplier, whether or not on the basis of European or English laws or regulations, wishes to proceed with a measure in the field of product safety, for instance a public warning or a product recall.
15.3 The Customer shall not proceed to take a measure in the field of product safety, for instance a public warning, a product recall or informing a competent authority, without the prior written consent of Supplier.
15.4 In order to enable any public warning or product recall, the Customer shall always keep records of the amounts of products delivered and also to whom and when these deliveries of the products delivered by Supplier were made.

16. Intellectual property rights
16.1 All intellectual property rights (including, inter alia, copyrights and design rights both registered and unregistered) to drawings, photographs, catalogues, models, designs, calculations and the like made available to the Customer by Supplier (hereinafter referred to as: "the Materials") will always be vested in Supplier and will never be transferred to the Customer. Where these General Conditions of Sale refer to "deliver" or conjugations of this word this cannot be taken to mean that transfer of intellectual property rights is intended. The Customer is only granted a non-exclusive, non-transferable and revocable right to use the Materials in an unaltered form and for its own use, which right furthermore does not exceed the specifically agreed use and/or the use that is reasonably required within the context of the performance of the Agreement.
16.2 If by the performance of any Agreement intellectual property rights (including copyrights and design rights, whether or not registered) are nevertheless transferred to the Customer, the Customer shall at the first request to this effect from the Supplier undertake everything necessary to transfer these rights back to the Supplier and to secure these rights.
16.3 Without prejudice to the generality of this article, it is in particular expressly not allowed for the Customer to copy and/or edit the content (including photographs) of catalogues made available by Supplier. If and insofar as Supplier put digital photographs at the disposal of the Customer, the use of these photographs is only allowed for the purposes specifically specified by Supplier and the use hereof on any website is prohibited unless Supplier has explicitly granted its prior written consent. Supplier has the right to withdraw its permission to use the Materials at any time, with immediate effect, without becoming liable towards the Customer and in this event the Customer shall immediately return the Materials to Supplier.
16.4 The Customer is not allowed to place its own photographs or drawings of products originating from Supplier on the Internet.
16.5 If and insofar as it is ascertained at law that the products delivered to the Customer by Supplier infringe any intellectual property rights of any third parties, Supplier will take back the products against reimbursement of the purchase price paid by the Customer. Said reimbursement of the purchase price is the sole remedy of the Customer in this respect.
16.6 To the extent that the goods are to be manufactured in accordance with a specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Customer's specification.

17. Termination and cancellation
17.1 Without affecting any other right or remedy available to it, Supplier has the right to terminate or cancel the Agreement concluded with the Customer, without any obligation to pay damages, if:
a. the Customer 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 is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2);
b. the Customer is declared to be in liquidation, files for a winding-up petition or if a winding-up petition is filed for, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer;
c. the Customer begins 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 any of its creditors other than for the sole purpose of a scheme for a solvent amalgamation or solvent reconstruction;
d. 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 Customer;
e. the holder of a qualifying floating charge over the assets of the Customer has become entitled to appoint or has appointed an administrative receiver;
f. a person becomes entitled to appoint a receiver over all or any of the assets of the Customer or a receiver is appointed over all or any of the assets of the Customer;
g. 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 the Customer's assets and such attachment or process is not discharged within 14 days;
h. any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in article 18.1(a) to (g) inclusive;
i. a party obtains control of the Customer other than the party at the time of conclusion of the Agreement;
j. the Customer due to force majeure is unable to fulfil its obligations towards Supplier and the situation of force majeure lasts for at least 20 calendar days;
k. The Customer culpably fails to fulfil its obligations arising from the Agreement without Supplier being obliged to send any notice of default.
17.2 The Customer shall fulfil all (financial) obligations to the Supplier notwithstanding termination.

18. No assignment clause and prohibition on pledging
18.1 The Customer does not have the right to encumber or transfer any rights or obligations under the Agreement without the prior written consent of Supplier.
18.2 Third party rights. No one other than a party to this Contract and their permitted assignees shall have any right to enforce any of its terms.

19. Confidentiality
19.1 The Customer guarantees that it will take measures to ensure confidentiality towards third parties regarding all data and information about Suppliers organisation/organisations, customers, procedures, files and products, etc (Confidential Information), of which the Customer becomes aware, relating to all data and information in any connection to Supplier, except when the data or information is clearly not of a secret or confidential nature, or through no action of the Customer have already become common knowledge or in case a legal provision, a judicial authority or a competent government agency prescribes it. In any case, the content of the Agreement and everything Supplier indicates or has indicated as being secret or confidential will be considered Confidential Information. The Customer guarantees that the employees involved in the performance of the work will maintain confidentiality.
19.2 With respect to any Confidential Information originating from Supplier held by the Customer in any form whatsoever or on any information carrier or to any Confidential Information provided to the Customer, the Customer undertakes to:
a. keep the Confidential Information no longer than reasonably required for the fulfilment of the agreed obligations and to make this Confidential Information (including any copies made) again available to Supplier, immediately after those obligations have been fully fulfilled or to destroy the Confidential Information after obtaining permission from Supplier that provided this information;
b. to make the Confidential Information available only to personnel and/or third parties working for them for which it is required that they are aware of this Confidential Information. The Confidential Information is only provided to third parties if they have signed a nondisclosure agreement. The personnel and/or third parties with access to the Confidential Information will be informed of this obligation of confidentiality imposed on this Information. The necessary steps are taken to ensure further confidentiality.
19.3. Confidentiality will remain in force even after termination of the Agreement.
19.4.The Customer will not go public with substantive information on the Agreement without the prior written consent of Supplier. The Customer will obtain the Supplier's written consent in the event that it wants to use the Supplier's name for publicity purposes.
19.5. Within 10 (in words: ten) working days of the request for the return or destruction of Confidential information, the Party providing the information will return any (copies of the) Confidential Information to the Party receiving the information or the Party receiving this information will destroy this information. If so requested, the Party receiving the information will declare in writing that all the acts mentioned above have been performed. For clarification of this article, "documents" will be taken to mean all carriers, including paper, diskettes, tapes, CD-ROMs, DVD-ROMs and any other options to store information.

20. Governance and integrity
20.1 The Customer shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to it and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Agreement.
20.2 Without prejudice to the generality of article 20.1, each party shall comply with the Bribery Act 2010 or any similar or equivalent legislation in any other relevant jurisdiction, including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:
a. all of that party's personnel;
b. all others associated with that party; and
c. all of that party's subcontractors, involved in performing the Agreement so comply.
20.3 Neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.
20.4 The Customer undertakes, warrants and represents that:
a. neither the Customer nor any of its officers, employees, agents or subcontractors has:
(1) committed an offence under the Modern Slavery Act 2015 (an "MSA Offence");
(2) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
(3) is aware if any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; and
b. it shall comply with the Modern Slavery Act 2015.

21. Entire agreement
The parties agree that the Agreement constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter. Each party acknowledges that it has not entered into the Contract in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract. Nothing in these Conditions purports to limit or exclude any liability for fraud.

22. Governing law and disputes
22.1 The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.
22.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.
22.3 Notwithstanding article 22.2, the Supplier shall have the right to take, and shall not be prevented from taking, proceedings (including seeking interim or injunctive remedies) against the Customer to settle any dispute or claim arising out of, or in connection with, the Agreement, its subject matter or formation (including non-contractual disputes or claims) in any other court of competent jurisdiction and that the Supplier may take such proceedings in any number of jurisdictions, where concurrently or not, to the extent permitted by law.

23. Translation
In case of discrepancies between these General Conditions of Sale in the English language and translations thereof, the English version shall be binding.

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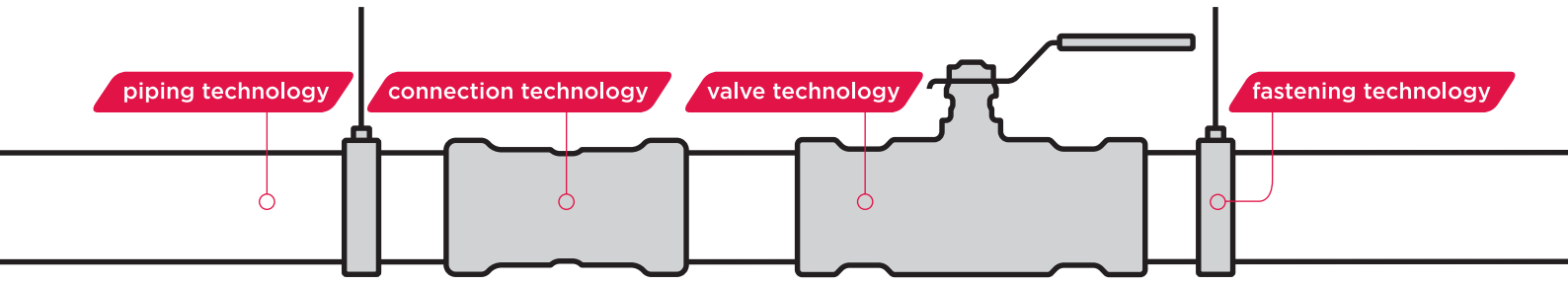

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