

VAILLANT GROUP UK LIMITED – HEAT MERCHANTS Q4 PROMOTION

TERMS & CONDITIONS

1. QUALIFICATION

1.1 Subject to clauses 1.2, 1.3 and 1.4 below, Vaillant Group UK Limited (**Vaillant**) provides this Heat Merchants Q4 Promotion (**Promotion**), which is open, during the period set out in clause 1.3 below, to boiler installers who are operating in the Republic of Ireland (**Territory**) (**Installer(s)**).

1.2 The Promotion is not open to those who are, at any time during the period indicated in clause 1.3 below, employees of:

- (a) Vaillant; or
- (b) any other member of Vaillant's group of companies; or
- (c) Grass Roots Group PLC, Pennroyal Court, Station Road, Tring, Hertfordshire, HP23 5QY (**Grass Roots**); or
- (d) any marketing services agency, handling house or other company involved directly with the administration of the Event and/or Competition; or

any member of any of the above employees' households.

1.3 The Promotion begins at 00.01am on 19th November 2015 and ends at 11:59pm on 31st December 2015 (**Period**), unless extended by Vaillant at any time. Any such extension shall be set out by Vaillant on its website at www.vaillant.co.uk (**Website**).

1.4 To enter the Promotion, Installers must, in the Territory and during the Period:

- (a) be an installer of domestic boilers; and
- (b) purchase, from any Heat Merchants branch, one of the following new Vaillant boilers (**Claim**):
 - (i) ecoTEC plus 624 for a special price of €685 plus VAT; or
 - (ii) ecoTEC plus 418 for a special price of €595 plus VAT; or(**Boiler**, and the terms **Boilers** shall be interpreted accordingly).

1.5 For the avoidance of doubt:

- (a) in these terms and conditions (**Conditions**), the phrase **new Vaillant boiler** means any Vaillant boiler that has not previously been installed by the Installer or any other installer, and any ErP compliance or non-compliance shall have no effect on the meaning of the phrase **new Vaillant boiler**;
- (b) the purchase of any other Vaillant or other boiler or product, such as controls, cylinders, heat pumps or solar panels does not qualify as a relevant product for the Promotion under clause 1.4 above;

- (c) other than the Promotion and except in respect of any standard Vaillant Advance start-up package, the terms of any other price promotion that may be applicable from time to time to purchases of Vaillant products shall not apply to the purchase of any Boiler; and
- (d) the Promotion shall only be available whilst stocks of the Boilers last, and may be terminated by Vaillant as soon as Heat Merchants' and/or other merchants' stocks of the Boilers are deemed by Vaillant, in its sole discretion, to have been fully depleted.

2. PROMOTION

- 2.1 Any Claim made or received by Vaillant outside the Period will be deemed invalid for the Promotion.
- 2.2 By making a Claim in accordance with section 1, Installers agree to be bound by these Conditions.
- 2.3 Vaillant reserves the right to change the qualification conditions for the Promotion, amend and/or cancel the Promotion at any time. Vaillant shall exercise reasonable endeavours to notify the Installer of any such changes and shall do so via the Website.
- 2.4 Vaillant regrets that it is unable to accept or send any other correspondence concerning the Promotion other than as set out in these Conditions.
- 2.5 The decisions of Vaillant in respect of any and all aspects of the Promotion will be final and binding.

3. INTELLECTUAL PROPERTY

- 3.1 The Installer acknowledges that Vaillant and/or other members of its group of companies are the owner of any and/or all Intellectual Property Rights relating to the names, logos, trade marks, products, services, get-up, van livery, trade dress, labels, stickers, promotional leaflets, flyers and posters used in the Promotion from time to time (**Marketing Materials**). For the avoidance of doubt, in these Conditions, Intellectual Property Rights means any and/or all patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 3.2 The Installer acknowledges that any Marketing Materials provided to the Installer by Vaillant, any member of Vaillant's group of companies, Grass Roots and/or any other marketing services agencies, handling houses or other companies involved directly with the administration of the Promotions in accordance with these Conditions may contain Intellectual Property Rights. The Installer's licence, if any, to use any such Marketing Materials and/or any of the Intellectual Property Rights, is solely for the Installer's benefit and the Installer is prohibited from sub-licensing, assigning, transferring and/or dealing with any such Intellectual Property Rights and/or

Marketing Materials in any way, without obtaining the prior written approval of Vaillant.

- 3.3 The Intellectual Property Rights in the Vaillant name and logo are owned by Vaillant GmbH, a company registered in Germany whose registered office is Berghauser Str. 40, Remscheid, Germany, 42859.

4. LIABILITY

- 4.1 To the extent possible under the applicable law:

(a) nothing in these Conditions shall limit or exclude the liability of Vaillant for:

- (i) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or
- (ii) fraud or fraudulent misrepresentation as a result of its negligence; or
- (iii) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
- (iv) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- (v) defective products under the Consumer Protection Act 1987; and

(b) Vaillant accepts no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by an Installer entering the Promotion.

- 4.2 Vaillant is not responsible or liable for any technical, hardware, software, server, website, or other failures or damage of any kind to the extent that this prevents the Installer from or otherwise obstructs the Installer from participating in the Promotion.

- 4.3 Subject to clause 5.1 above:

(a) Vaillant shall under no circumstances whatever be liable to the Installer in respect of this Promotion, whether in contract, tort (including negligence, breach of statutory duty, or otherwise) for any loss of profit, or any indirect or consequential loss arising under or in connection with the Promotion; and

(b) Vaillant's total liability to the Installer in respect of all other losses arising under or in connection with any claim made under the Promotion, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the value of the Boiler, such value to be €685.

- 4.4 The Installer shall keep Vaillant indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered and/or incurred by Vaillant as a result of or in connection with any claim made against Vaillant by:

- (a) a third party arising out of or in connection with the Promotion, to the extent that such claim arises out of or is contributed to by the breach by the Installer and/or its employees, agents or subcontractors of these Conditions; or
 - (b) any employee, agent or subcontractor of the Installer in respect of the Promotion.
- 4.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from these Conditions.
- 4.6 The Installer shall be liable for any and/or all taxation liabilities that may arise under or in accordance with the Promotion (Tax Liability). For these purposes, Tax Liability shall include any and/or all of the following liabilities:
 - (a) Benefit in kind taxes;
 - (b) PAYE;
 - (c) National Insurance;
 - (d) any other relevant United Kingdom or Republic of Ireland taxes; and
 - (e) any other relevant United Kingdom or Republic of Ireland corporate taxes.

5. FRAUD AND OTHER EVENTS

- 5.1 Vaillant reserves the right to audit all Claims to ensure that these Conditions are complied with and to request reasonable additional information, and supporting documents, regarding an Claim.
- 5.2 Vaillant reserves the right to modify or discontinue the Promotion, either temporarily or permanently, with or without prior notice due to reasons outside its control including, but not limited to, anticipated, actual or suspected fraud.
- 5.3 Vaillant shall not be liable for any failure to comply with these Conditions where the failure is caused by something outside its reasonable control. Such circumstances shall include, but not be limited to, acts of God, adverse weather, fire, flood, computer virus, mobile phone failures, bugs, sabotage, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion or unrest, terrorism or supervening legislation. Accordingly, Vaillant may at its absolute discretion vary or amend the Conditions and/or the Promotion and the Installer agrees that no liability shall attach to Vaillant as a result of any such change.
- 5.4 Submission of any false, incorrect, misleading or fraudulent Claims, information or other supporting documentation may result in disqualification from this Promotion and/or all future promotions and/or competitions run by Vaillant, and/or in the Installer being subject to prosecution.
- 5.5 In making a Claim in respect of this Promotion the Installer shall, if applicable, ensure that this shall not breach and/or in any way compromise any of its own policies, for instance, any anti-bribery policies.

6. GOVERNING LAW AND JURISDICTION

- 6.1 The Installer agrees that the Conditions constitute the entire agreement between the Installer and the Promoter, and supersede all other drafts, agreements, arrangements and understandings between them, and any terms contained in any of the Marketing Materials.
- 6.2 The Promotion and these Conditions shall be governed by the law of England and Wales.
- 6.3 The Installer irrevocably submits to the exclusive jurisdiction of the courts of England and Wales.

7. THE PROMOTER

- 7.1 The promoter of the Promotion is Vaillant Group UK Limited, a company registered in England and Wales with company number 00294316 and registered office at Nottingham Road, Belper, Derbyshire DE56 1JT.
- 7.2 Installers must not send requests to enter the Promotion to any address set out in these Conditions, as such requests do not qualify as a Claim for the Promotion and will not be responded to.
- 7.3 For questions regarding the status of a Claim, please email: info@vaillant.co.uk.

Please retain a copy of these Conditions for your reference.