

## TERMS AND CONDITIONS OF SALE

1. Our Terms of Payment are strictly Nett Cash Monthly unless otherwise stated. Where stage payments are required, these are detailed on the quotation. We reserve the right to charge interest on overdue accounts at 2% above bank rate.
2. All orders are subject to our financial acceptance. Once accepted they are not subject to cancellation without written agreement. We reserve the right to charge for work completed, including drawings and incurred expenses.
3. We shall do our utmost to adhere to any times stated for Delivery and Completion but shall not be liable for any damage caused directly or indirectly by Fire, the Elements, War, Civil Commotion, Acts, Orders or Regulations of Government, Strikes or Lockouts, Shortage of Labour or Raw Materials outside our or our agent's control. Any time stated for delivery and completion are estimates only and shall not be a term of this contract.
4. In the event of our being unable, for any reason, to deliver the goods sold by us, we undertake to refund any monies paid to us in advance but shall not otherwise be under any liability whatsoever.
5. All goods supplied by us shall remain our property until paid for in full.
6. We shall not be responsible for damage to material supplied and work done by us occurring after delivery and during installation through any causes outside of our control.
7. The customer shall not use or permit to be used the whole or any part of the equipment, the subject of this contract, before it has been completed, tested and handed over by us. In the event of any such unauthorised use we will not be liable for any loss, injury or damage arising there from.
8. In no circumstances do we accept any liability for consequential loss of profit.
9. The customer shall indemnify against all liability, (including death), or damage to persons or property resulting from or caused by material installed or work done by us in the performance of this contract, save where the said liability or injury arises from the neglect or default of ourselves, our servants or agents.
10. We guarantee all materials and workmanship of the equipment furnished by us under this contract for a period of twelve months from the date of completion unless otherwise notified in writing. This guarantee is subject to its' proper use, excepting normal wear and tear and provided the equipment is regularly serviced to a standard acceptable to us. This guarantee shall not be deemed to cover repairs, replacements or adjustments which may be required as a result of wilful or accidental damage, misuse, dry grinding, improper lubrication, external influences such as operating temperatures, neglect or any other course beyond our control.
11. On all equipment where a Weight Test is to be carried out on the customer's premises, the weights must be supplied by the customer unless specifically requested otherwise, when an extra charge for this service will be made.
12. Unless otherwise stated, no allowance has been made in this price for VAT which may be chargeable.
13. This offer is based on the work being carried out during normal working hours assuming unimpeded access to site, and is open for acceptance for 28 days from the date of the tender.
14. Unless specifically agreed otherwise in writing, the following items are not included in this offer:
  - a) Calculations relating to the building structure, strength of floors etc.
  - b) Preparation of drawings and applications, and payment of associated fees for Building Regulations and/or Planning Permission that may be required to comply with Local Authority Bye-Laws regarding structural stability, fire integrity etc.
  - c) All builder's work, cutting away or making good, including provision of all materials and labour to form lift shaft to details shown on our drawing. Provision of mains supply and final site decorating are also excluded. For list of main items of Builder's work refer to our drawings.
15. The contract shall in all respects be governed by English Law and shall be subject to the exclusive jurisdiction of English Courts.
16.
  - a) The Company reserves the right to make deliveries/and or services by instalments and to render a separate invoice in respect of each.
  - b) If the Company exercises its' right to make deliveries/and or services in accordance with sub-paragraph (a) above, then any delay in the provision of such deliveries/and or services, or failure to deliver any further instalment or instalments, shall not entitle the Buyer to reject the Contract or the delivery/service of any other instalment or to withhold payment in respect of any instalment previously delivered/serviced.