

# Standard Terms and Conditions

Universal Lift Solutions Ltd (the company), submits all quotations and price lists and accepts all orders subject to the following conditions of contract which apply to all contracts for goods supplied or work done by them or their employees to the exclusion of all other representations, conditions, or warranties, express or implied.

Each order received by the Company will be deemed to form a separate contract to which these conditions apply and any waiver or any act of non-enforcement for variation of these terms or part thereof shall not bind or prejudice the company in relation to any other contract.

The Company reserves the right to vary the specification or withdraw from offer any of its products without prior warning.

The Company reserves the right to refuse to accept any contract that is deemed to be contrary to the company's policies in force at the time.

#### **Pricing**

All prices shown on the Company's price list, or on quotation s offered by them, are based upon the acceptance of these conditions. Any variation of these conditions requested by the buyer could result in changes in the offered pricing or refusal to supply.

All quoted pricing is in Pounds Sterling and is exclusive of VAT, and delivery.

#### Delivery

All delivery times offered by the Company are to be treated as best estimates and no penalty can be accepted for non-compliance with them.

Delivery shall be made by the Company or by using a courier service of its choice. The cost of the delivery plus a nominal fee for administration will be added to the invoice issued.

#### Insurance

All shipments for the Company are insured by them. If any goods received by the buyer are in an unsatisfactory condition, the following courses of action shall be taken.

If the outer packaging is visibly damaged, then the goods should not be accepted from the courier, or they should be signed for only after noting that the packaging is damaged.

If the goods are found to be damaged after unpacking, the Company must be informed immediately

If the damage is not reported within 3 days of receipt, the insurers of the Company shall bear no liability.

## Payment

The Company's terms of payment for all account holders are 30 days from invoice date in the bank account of the Company. In all other cases payment is required in advance.

Any charges incurred in making the payment, either currency conversion or otherwise shall be paid by the buyer.

The Company reserves the right to charge interest at a rate of 2% above the base rate of any overdue accounts.

#### Warranty

The Company offers as part of a purchase contract a 12-month warranty against parts and defective workmanship of hardware elements of a system.

Faults incurred by abuse of the product (as defined by the Company) is not covered by the warranty.

Attempted repair or alteration of the goods as supplied by the Company, by another party immediately invalidates the warranty offered.

Under no circumstances will the Company be liable for any incidental or consequential damage or expense of any kind, including, but not limited to, personal injuries and loss of profits arising in connection with any contract or with the use, abuse, unsafe use or inability to use the company's goods.

#### Passing of Risk and Title

The passing of risk for any supply made by the Company shall occur at the time of delivery. The title however shall not pass to the buyer until payment has been received in full by the Company.



# Intellectual property

The buyer agrees to preserve the IPR of the Company at all times, and that no contract for supply of goods involves loss of IPR by the Company unless expressly offered as part of the contract by the Company.

#### Governing Law

This agreement and performance of both parties shall be governed by English law.

Any disputes under any contract entered into by the Company shall be settled in a court of the Company's choice operating under the English law, and the buyer agrees to attend any such proceedings. No action can be brought arising out of any contract more than 12 months after the completion of the contract.

## **Indemnity**

The buyer shall indemnify the Company against all claims made against the Company by a third party in respect of the goods supplied by the Company.

#### **Serveability**

If any part of these terms and conditions is found to be illegal, void, or unenforceable for any reason, then such clause or section shall be severable from the remaining clauses and sections of these terms and conditions which shall remain in force.

N.B. Universal Lift Solutions Ltd will only accept business based on our own Terms and Conditions