

Terms and Conditions

1 Letter of Intent

We shall be pleased to accept a Letter of Intent from you, in advance of acceptance by us of your order, on the following basis:

We shall prepare our builders work drawings and schedules for the contract on the understanding that if for any reason the contract does not proceed then you will pay the nominal charge of £325.00 net per lift for the preparation of such drawings.

2 Terms of Payment

Unless agreed by us in writing to the contrary, payment is to be made in accordance with the following:

- (a) 50% of the contract value payable with Order
- (b) 30% on completion of manufacture
- (c) 20% 14 days after installation

Payment for materials held off-site will immediately become due when manufacture has been completed to meet the contractual delivery date, but where the lift is not required it will be necessary to charge you for storing the lift equipment at our factory at the current rate of £55.00 per week per lift, until delivery is possible.

All materials assembled or unassembled, shall remain our property until the contract price has been paid to us in full. Terms of payment are net cash with interest at 2.5% above current Bank of England base rate, payable on all overdue accounts

3 Value Added Tax

Please note that VAT is not included in our price, but will be added to our invoice where appropriate.

4 Delivery

The date for delivery will be agreed upon our acceptance of an order or firm instructions to proceed with manufacture.

Delivery on such date will be subject to all the following:

- (a) Receipt, by the predetermined date to be set by us, of your approval of our builders work drawings.
- (b) Receipt, by the predetermined date to be set by us, of all information necessary to enable us to order and manufacture all material.
- (c) Receipt of all payments due.
- (d) Should the delivery be delayed by strikes, lock-outs, fire, floods, accidents, lighting, unavailability of labour or materials or from any other cause whatsoever beyond our control, an extension of time shall be allowed for such delays.
- (e) Notwithstanding anything contained herein, care and protection for our materials, plant and tools become your responsibility at the point of delivery of the same from the factory.

5 Drawings

We will prepare our builders work drawings from information received from you. We do not accept responsibility for errors, omissions or discrepancies to our drawings, which are the result of erroneous or lack of information received before, during or after preparation.

6 Liability

Under no circumstances shall we be liable for consequential damage of any nature.

We shall not be responsible or liable following delivery and/or collection of the Lift Equipment, or for damage to goods supplied, caused through fire, earthquake, flood, tempest, wilful damage or theft, for incorrectly installed equipment, or other causes not within our control.

We shall not be responsible for any claims against us in respect of delays in delivery and/or erection due to causes set out in clause 5(d) hereof.

7 Order Cancellation Charges

Should your order be cancelled for any reason, it will be necessary to levy cancellation charges against you in accordance with the following:

1	Before preparation of Builders Work Drawings	£150.00
2	Following completion of Builders Work Drawings	£325.00
3	8 weeks prior to agreed delivery date	40% of order value
4	6 weeks prior to agreed delivery date	75% of order value
5	4 weeks prior to agreed delivery date	90% of order value
6	2 weeks prior to agreed delivery date	100% of order value

These figures may be revised by us, in accordance with manufacturing progress and orders placed on suppliers, and therefore represent the maximum liability for cancellation in each element. It is recommended that you advise us at the earliest opportunity of a situation that is likely to affect the progress of your order, in order to keep these cancellation charges to a minimum.

8 Guarantee

We guarantee the whole of our materials and workmanship for a period of twelve months from the practical completion on the terms and subject to conditions below.

- (a) Should any defect in workmanship or material become evident within such period in any part delivered under this contract, we undertake to repair or replace the defective part with all reasonable despatch, the defective part to be returned to our works, carriage paid, for the purpose of repair or replacement and the repair of replacement part being returned to our selves, carriage paid by us.

- (b) The 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 or neglect or any other cause beyond our control.
- (c) Our liability shall be limited to any defect whether in original or substituted work or in material supplied under this contract and we cannot accept responsibility of any kind beyond such replacement.
- (d) All equipment shall have been efficiently installed, maintained and serviced.
- (e) Suitable housing for all lift apparatus shall have been provided free from damp and properly ventilated.
- (f) A constant supply of power at the voltage specified.

9 Legal Construction

The Contract shall in all respect be construed and operated as an English contract and in conformity with English Law.

PLEASE SIGN TO SAY THAT YOU AGREE TO OUR TERMS

SIGN

PRINT

DATE