

## Terms and Conditions - New Installation, Major Refurbishments and Minor Repair Works

### 1. Definitions /Interpretations

For the purpose of this quotation/order acknowledgement the following expressions will have the following meanings:

- a. "The Company" will mean Deltron Lifts Ltd.
- b. The "Product" will mean such work/equipment as the Company agrees to carry out/supply under the following terms.
- c. "The Purchases" will mean the company/person this quotation/order acknowledgement is addressed to.

The headings in these conditions are for convenience only and will not affect their interpretation.

### 2. General

- a. Every contract of sale and every contract to install or service the Company's goods, whether made by direct order or by the purchaser's acceptance of a quotation, is subject to these conditions.
- b. These terms and conditions apply in all cases and acceptance of our quotation or order acknowledgement includes the acceptance of the following terms and conditions.
- c. Any condition contained in your order, specification or other contractual document will not amend, modify or override these conditions and in the event of any difference these conditions shall in all respects prevail. These conditions can only be amended by a Director of the Company in writing.
- d. Unless the Customer's own contract terms and conditions were received in full by us at the time of requesting this quotation these terms and conditions take precedence over any enquiry or order terms which are at variance with them.

### 3. Validity of Quotations

Unless previously withdrawn in writing, quotations will remain open for acceptance for a period of 30 days.

### 4. Prices

- a. Prices quoted are based upon materials and wage rates ruling at the date of the quotation/order acknowledgement and will be subject to Value Added Tax or any other Government Tax or Duty that is applicable at the time of invoicing.
- b. Unless specifically stated to the contrary in writing the quotation/order acknowledgement is based on the assumption that all work will be carried out during the Company's normal working hours (8:00 – 17:00).
- c. If it is agreed that overtime or unsocial hours need to be worked there will be extra costs incurred which will be notified and agreed before commencement of manufacture/installation.
- d. Unless stated otherwise in our quotation we have excluded the provision of any scaffolding, temporary power supplies or major structural and builder's works and attendances which may be required.

- e. The Company will reserve the right to pass on the difference in lodging and travel charges including ferry costs to the customer should these increase between the date of the quotation and the start date of the works.
- f. If this quotation is based upon details provided by the Customer and we have not undertaken a survey then any changes arising from our own detailed survey after quotation which give rise to changes to the scope of the works will incur charges for any additional costs incurred.

### 5. Acceptance of Quotations/Orders

- a. Acceptance of quotations must be in writing quoting an official order number. Confirmation by email is accepted as confirmation in writing. Acceptance of orders would normally be in writing. The Company's order acknowledgement is acceptance of order.

### 6. Clerical Errors

- a. The Company reserves the right to correct clerical errors.

### 7. Private Variation

- a. Prices are quoted on the understanding that installation will be completed within the period specified. Should completion be delayed for any reason the Company reserve the right to adjust its prices in accordance with any increases implemented by the Company between the date of the quotation/order acknowledgment and completion.
- b. All prices will be subject to further variation in respect of any additional costs arising in connection with any statute, regulations or orders issued by any Government department or other duly constituted authority.
- c. No variation in the Product will be commenced unless you agree in advance, in writing, to a written estimate of the costs of any variation. If the cost of undertaking such variations cannot be estimated in advance, then if the request to perform any variations is accepted by the Company it will be carried out at the company's standard rates.
- d. Any variation of price referred to above will be invoiced as soon as the amount has been calculated and is payable immediately and the provisions of clause 16 in respect of interest payable on overdue accounts will apply to any payments due under this clause.

### 8. Drawings

- a. Any specifications, drawings and particulars submitted with this quotation/order acknowledgement are approximate only and will not form part of the contract. All documentation, drawings and data supplied by the Company to the Purchaser are confidential and proprietary to the Company and must not be copied to any other person or used for any other purpose whatsoever. Copyright remains the property of the Company.

### 9. Delivery

- a. Estimated delivery and completion will run from the date of receipt of the approved drawing and any such information, licences, permits and approvals as may be necessary to enable the work to proceed. All such times are to be treated as estimates only not involving any contractual obligation.
- b. Delivery and/or completion estimates and the prices quoted are given on the understanding that the purchaser will, at his own expense before the estimated date

of delivery, ensure that the site is ready in accordance with the Company's Site Ready Definition before commencement of installation. A site is deemed "ready" when:

- A. All building work prior to installation is completed to specification.
  - B. Permanent specified lift power supply.
  - C. No other trades working overhead in area of lift.
  - D. No other trades working in area of lift installation at upper or lower levels.
  - E. Sufficient lighting in area of installation.
  - F. Access to power supply for power tools etc in area of installation.
  - G. Clear and unimpeded access routes from unloading/parking area to lift position.
  - H. Access to unloading/parking on site.
  - I. Reasonable access to installation site during working hours (unless specific hours agreed in advance) for duration of installation activity.
- c. In the event that the site is not ready, in accordance with the Company's definition, when the Product is delivered on the agreed installation date, then the following charges will apply:
- A. The full installation cost as stated in the contract
  - B. The Product will be invoiced in full and become payable on the agreed terms
  - C. An additional installation charge will become payable once installation has been completed.
- d. A permanent power supply, to the specification supplied by the Company, must be available at the time of installation. If a permanent supply is not available then the installation may need to be aborted and the above charges will be applicable. If a temporary supply is available it may be possible to install the product but not commission it. In these circumstances a further commissioning visit will be required which will incur an additional cost equivalent to one day's installation.
- e. Once delivered to your premises the responsibility to insure our materials and goods on your site passes to the Customer.
- f. The purchaser/client will be asked to sign appropriate paperwork and the full contract price will be invoiced and become payable on the agreed contract terms. A new delivery date will be agreed which will normally be a minimum of 4 weeks from the original installation date. Once a delivery/installation date has been agreed the purchaser must give at least 10 working days-notice prior to the agreed date, of intention to delay. Failure to do so will result in the above stated charges becoming due.
- 10. Site Clause**
- a. The company reserves the right to charge the customer a minimum of £600 for the costs of an aborted or second survey visit to site after acceptance of the quotation/order acknowledgement or when the site is deemed "not ready" for installations to commence.
- 11 Delay in Delivery or Completion**
- a. The Company will not be liable for any delay, or any consequence of any delay, in the manufacture or delivery of any goods or the completion of the work if such delay is due to any cause whatsoever beyond the Company's reasonable control.
  - b. If any such delay occurs then (unless the cause frustrates or render impossible or illegal the performance of this contract) the Company's period for completion of the

work will be extended by any period (not limited to the length of delay) as the Company may reasonably require to complete the performance of its obligations.

- c. Should the completion be delayed or stopped during the installation or refurbishment process by the Purchaser due to any reasons the Company reserves the right to invoice 75% of the outstanding quotation/order acknowledgement amount.
  - d. If our works are disrupted by circumstances beyond our control or our team is subsequently unable to get access to the site on the programmed dates in addition to any charges for disruption and delay, we will charge an administration fee of £250 + VAT for rearrangement of the programme. If such delays incur the need for us to store materials and goods off site at our own premises a charge of £150 + VAT per week or part of a week will be charged. If off-site storage at another company's premises is required, we will charge their costs to ourselves plus 25%.
  - e. Where the lift installation connects to another building engineering service, e.g. mains power supplies, telephone lines, fire alarm systems and BMS systems our works commence from the local connection point into the lift installation and we take no responsibility for the inadequacy or inoperative condition of such building engineering services. Should such installations cause delay and disruption to our works, or create additional work, we reserve the right to charge for additional costs incurred.
- 12 Cancellations**
- a. Orders cannot be cancelled, after acceptance by the Purchaser, unless agreed by the Company. Cancellation charges will apply which will be a minimum of 40% of the contract value and may be the full cost of the Product if it has been specifically manufactured to suit site conditions.
- 13. Passing of Risk**
- a. The Product shall be at the sole risk of the purchaser from the time of delivery. Once the risk has passed to the purchaser such risk shall be incapable of being passed back to the company
- 14. Transfer of Ownership**
- a. All products supplied by the Company shall remain its property until full payment of the price and the company shall be entitled, in the event of the purchaser failing to pay, to enter the premises where the Product may be and remove the same.
- 15. Terms of Payment**
- a. Terms of payment are as agreed in the purchase contract.
  - b. Where a payment schedule has been agreed invoices are payable immediately. Where interim applications for payment are required payments are required no later than 30 days from date of invoice, or if self-billing agreements are in place no later than 30 days from date of application.
  - c. Unless stated otherwise, this quotation does not include any allowance for contingencies, provisional sums or prime cost sums. Should the scope of work prove to be affected by unknown factors which were not possible to determine at the time of quotation, e.g. asbestos or other matters which can only be found by an intrusive survey when building fabric is opened-up to undertake the works, we reserve the right to charge for additional costs incurred
- 16. Overdue Accounts**
- a. Interest: Upon the expiry of the due payment dates (30 days after invoice sent date), any unpaid amounts will be considered overdue and interest will accrue at the rate of

8% per annum above the bank base rate from the date payment was due to the date when payment is actually received by the Company.

- b. Commercial Debts: Upon the expiry of the due payment dates (30 days after invoice sent date), any unpaid amounts will be considered overdue and as commercial debt. According to Section 5 A (2) (a-c) of the Late Payment of Commercial Debts (Interest) Act 1998 the company has then the right to claim a fixed sum for the costs depending on the level of debt. Please see below:
  - A. Less than £1,000 the company can claim £40
  - B. Between £1,000 but less than £10,000 the company can claim £70
  - C. Over £10,000 the company can claim £100

**17. Specification Alterations**

- a. The Company reserve the right to alter the specification and design of any goods without prior reference to the Purchaser provided that the goods comply in all other known respects with the Purchaser's requirements.

**18. Penalty Clauses, Retention, MCD**

- a. Penalty clauses on customer's orders or contracts cannot be accepted. Retention amounts are not accepted. MCD is not accepted.

**19. Guarantee**

- a. The Company warrants the material and workmanship of the Product for a period of 12 months from the date of delivery or completion of installation. Provided you have promptly notified the Company of any defects in the Product, the Company will replace or repair (at its own absolute discretion) free of charge any part which requires replacement due to defective material or workmanship PROVIDED THAT:
  - A. The material or workmanship is not defective due to any loss, damage, or misuse (including consequential loss or damage) caused by the Purchaser or the end user.
  - B. Failure to comply with clause 14 (terms of payment) will normally result in the suspension of this guarantee until such time as all overdue accounts are paid in full. If any remedial work is required whilst the guarantee is under suspension, such work will be charged for at the Company's attendance rates current at the time of the visit.
  - C. The Company's obligations under this condition shall not apply in the event that the Product has been used otherwise than for the intended normal use of the owner or others with his permission.
  - D. The benefit of this guarantee will apply only to the purchaser.
  - E. If the purchaser wishes to collaborate with the Company during the 12-month warranty regarding the maintenance and call out responsibility a service agreement will be set up.
- b. The guarantee is for twelve months from the time of completion of despatch/installation and cannot be extended beyond this date.
- c. Unless otherwise expressly stated in the Scope of the Contract, the Guarantee does not cover any call costs and charges that occur by a faulty emergency communication.

**20. General Liability**

- a. The Company will not under any circumstances whatsoever be liable for any consequential loss, damage or misuse however caused.

- b. The Company will not be liable for and the purchaser shall indemnify and hold him harmless against any claim for loss, damage or misuse to any property directly or indirectly arising from the use or operation (other than by the Company) or possession of any of the Product and from the negligence (including the use of any part of the Product otherwise than for normal use or in accordance with the with the Company's operating instructions and manuals) or misuse by or on the part of the purchaser or any persons other than the Company.

**21. Use of Sub-Contractors**

The Company reserves the right to sub-contract all or any part of this contract.

**22. Miscellaneous**

- a. These Terms and Conditions exclude any third-party rights under the Contracts (Rights of Third Parties)

**23. Law Applicable**

This contract shall in all respects be subject to and in accordance with English Law.