

TERMS AND CONDITIONS OF SALE

1. Contracts

- (a) Contracts are made and orders are accepted only upon and subject to these conditions of sale. All other conditions are hereby excluded unless expressly accepted in writing by C & G Mobility Lifts Limited trading as Hanover Lifts (hereinafter called "the Sellers").
- (b) No quotation, estimate or tender given or made by the Sellers shall form an offer capable of acceptance by the Buyer. A binding contract for sale shall only be created upon the acceptance in writing by the Sellers of the Buyer's order or other offer to purchase.
- (c) Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Sellers shall be subject to correction without any liability on the part of the Sellers.

2. Prices

- (a) Firm price quotations are valid from the date of quotation to the date specified therein. The Sellers may at their absolute discretion, accept or reject any order placed by the Buyer.
- (b) The Sellers reserve the right to review the contract price(s) at any time without either giving any reason for so doing, or thereby incurring any liability to the Buyer.
- (c) Where Main Contractor's discount is applicable, this is already deducted in arriving at the quotation price.

3. Conditions and Warranties

- (a) Whilst also descriptions and illustrations of the goods in (inter alia) catalogues brochures and price lists provided by the Sellers have been carefully prepared, they are intended nevertheless for general guidance only and do not form part of any contract for sale of goods and no responsibility is accepted for any errors or omissions therein or for any loss or damage resulting from reliance on such descriptions and illustrations.
- (b) All conditions, warranties, terms and obligations, whether expressed or implied by statute, common law, custom or otherwise (including, without prejudice to the generality of the foregoing, any warranty or condition as to the merchantable quality or fitness for any particular purpose of the goods) are excluded to the fullest extent permitted by law. IN PARTICULAR THE SELLERS MAKE NO REPRESENTATIONS, CONDITIONS OR WARRANTIES AS TO THE EXTENT THAT PRODUCTS SUPPLIED BY THE SELLERS TO THE BUYER ARE SUITABLE OR FIT FOR THE PURPOSE FOR WHICH THE BUYER INTENDS TO USE THEM.
- (c) If the Buyer claims or detects a defect in the goods, the Buyer will either return those goods to the Sellers or, if the goods are retained by the Buyer, indemnify and keep the Seller indemnified against all liability and claims which may arise out of or incidental to the defect.

4. Delivery by the Sellers

- (a) Any dates quoted for delivery of the goods are approximate only and the Sellers shall not be liable for any delay in delivery of the goods howsoever caused, time for delivery shall not be of the essence unless previously and expressly agreed by the Sellers in writing.
- (b) Where goods are held by the Sellers awaiting delivery instructions, they may be subject to a storage charge.
- (c) Where goods are offered for delivery to a site, the Seller's obligation is to deliver as near to the site as safe hard roads permit. The buyer is to provide at its own expense the labour required for unloading and storing.
- (d) Where goods are held by the Sellers awaiting delivery instructions they will be subject to a storage charge. Where goods are stored by the Sellers, at the Buyers request, for a period in excess of five working days (Monday to Friday) the Seller reserves the right to make a charge of £10 per item per day.

5. Credit Agreements

- (a) Where the Sellers have granted the Buyer a credit facility, the price for the goods and/or service shall be paid by the Buyer within 30 days from the date of invoice or, if the Sellers shall so require under clause (6) of the clause, to be paid on demand without any period of notice.
- (b) The Sellers reserve the right to withdraw or vary credit facilities at any time by summary written notice to the Buyer without either giving any reason for so doing, or thereby incurring any liability to the Buyer.
- (c) If the Buyer takes goods from the Sellers in excess of the Buyer's credit limit, the Sellers may require payment on delivery for such excess of goods.

6. Terms of Payment

- (a) Unless credit facilities have been granted to the Buyer or unless otherwise specifically provided in writing, the price for the goods shall be paid by the Buyer in cash, cheque, via Bacs payment or debit/credit card prior to or on delivery or installation and in default the Sellers shall be entitled to withhold delivery until payment.
- (b) The discounts allowable to the Buyer are those shown on the Sellers' quotation only, and, unless otherwise expressly agreed in writing, no other discounts or commissions are to become due or allowable to the Buyer.
- (c) Where it is a term of the contract that payment of any of the Seller's invoices is dependent upon the issue of certificate of a third party, such as an architect or engineer, the due date for payment of the invoice is not later than 14 days after the issue of the relevant certificate.

- (d) Where it is a term of the contract that retention is withheld this should be expressly stated at the time of order, it should not exceed 2 ½% and should be paid not later than four months from the date of invoices.
- (e) Items delivered outside the EU may be subject to customs processing depending on the items declared value. Buyers may be subject to additional charges for customs clearance.

7. Late Payment

- (a) When payment of any of the Seller's invoices is overdue, the Seller shall be entitled to charge and recover interest from the Buyer on the price of the goods calculated at the rate of four per cent per annum above the Barclays Bank Plc base rate, pertaining at the time, from the due date until date of full payment.
- (b) In the event of legal action being taken by the Sellers against the Buyer for breach of payment obligations hereunder, the Buyer shall be responsible for all costs and disbursements incurred by the Sellers on a full indemnity basis.

8. Retention of title

- (a) Notwithstanding any other provision of these conditions, the property in the goods shall not pass to the Buyer until the Sellers have received in cash (or cleared funds) payment in full of the price of the goods and all other goods agreed to be sold by the Sellers to the Buyer for which payment is then due.
- (b) Until such time as the property in the goods passes to the Buyer, the Sellers shall be entitled at any time to require the Buyer to deliver up the goods to the Sellers and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the goods are stored and repossess the goods.
- (c) The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain the property of the Sellers but if the Buyer does so, all monies owing by the Buyer to the Sellers shall (without prejudice to any other right or remedy of the Sellers) forthwith become due and payable.

9. Customer cancellation of orders

Contracts and orders and parts thereof may be cancelled only by the Sellers' written acceptance of such cancellation. Where the Sellers accept such cancellation, the Sellers reserve the right to charge the buyer with the amount of any losses or expenses directly or indirectly resulting from such cancellation. Where the Sellers do not accept such cancellation, they the Sellers, reserve the right to recover the invoice price from the Buyer and to charge the Buyer with additional losses both direct and indirect resulting from such cancellation. In any case where the Sellers were required to place a deposit with a manufacturer of supplier in respect of an order, the Sellers may require the Buyer to reimburse such sum in the event of cancellation.

- 10. The Sellers or their employees will not be liable for any damage caused in respect of any drill holes which will require to be made to the staircase, ground floor or floor landings in order to enable the leg stanchions of a stairlift to be fixed to the Buyers property. This will include internal wooden/tiled or concrete staircases or carpets i.e. pulled threads and in the case of external lift products wooden/concrete/tiled or similar products to form external steps. It will also be the responsibility of the Buyer to advise the Seller or their employees if there is underfloor heating to the property prior to installation.

- 11. There is no express or implied authority for any employee, agent or otherwise authorised person of C & G Mobility Lifts Limited trading as Hanover Lifts to vary the terms of this agreement without the written authority of the Directors.

These conditions shall be governed and construed in accordance with English Law and all disputes arising in connection therewith shall be submitted to the jurisdiction of the English Courts.

12. Force Majeure

The Sellers shall not be liable to the Buyer or be deemed to be in breach of the contract by reasons of any delay in performing, or any failure to perform any of the Seller's obligations in relation to the goods, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's control.

- (a) Act of God, explosion, flood, tempest fire or accident.
- (b) War or threat of war, sabotage, insurrection, civil disturbance or requisition.
- (c) Acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority.
- (d) Import or export regulations or embargoes.
- (e) Strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Sellers or of a third party).
- (f) Difficulties in obtaining raw materials, labour, fuel, parts or machinery.
- (g) Power failure or breakdown in machinery.

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