

These conditions of sale (“Conditions”) shall apply to any contract or agreement between Manderson lift services Ltd (“Seller”) and its customer (“Buyer”) for the supply of goods (“Goods”) by the seller to the Buyer resulting from the Seller’s acceptance of the Buyer’s order for Goods. Orders are accepted and Goods sold by the Seller only on the following terms and conditions and to the exclusion of all other terms or conditions unless expressly accepted in writing by the Seller. If the Buyer’s order is inconsistent with these Conditions the Seller’s acceptance of the Buyer’s order shall constitute a counter-offer and the Buyer shall be deemed to have accepted these Conditions unless it notifies the Seller to the contrary within 5 days of receiving the Seller’s acceptance of the Order.

The headings of the clauses of these Conditions are for reference only.

1. Acceptance

1. Quotations and price lists issued by the Seller do not constitute an offer to sell the goods therein referred to or to sell such goods at a particular price and they are merely invitations for an order subject to these conditions.
2. No order shall be binding until accepted by the Seller. The Seller shall not be bound to accept changes to the specification or to the order after acceptance but shall endeavour, subject to agreement of any necessary revision to price and proposed delivery date. to meet any reasonable request.
3. Where the Goods are to be supplied for use by someone with a particular medical or other condition, it shall be the responsibility of the Buyer at the time the order is placed to inform the Seller in writing of any specific functionality that the Goods are required to have, and the Seller shall not be liable to the Buyer if the Goods are not fit for use by such a person if any such particular medical or other condition is not made known to the Seller in accordance with this clause. The Seller does not warrant that the Goods will remain fit for use by any such person after the date the Goods are installed and commissioned if any such failure arises from a deterioration in the person’s medical or other condition.
4. The Seller shall be entitled to make a reasonable charge in respect of any change in specification resulting from changes in relevant codes regulations standards or rules published between the date of the Seller’s tender or quotation and delivery.

2. Installation

1. If the Buyer's offer is accepted, the Seller will use its best endeavours to agree an estimated time to deliver and install the Goods. The parties agree that any date so agreed is not of the essence of the contract.
2. Once the Seller has informed the Buyer that the Goods have been supplied and installed, the Buyer agrees that it will inspect the installation and upon receipt by the Seller of written confirmation that the installation has been approved, the Seller will thereafter complete the final commissioning of the Goods to make them fully operational.
3. If the Seller incurs extra expenditure as a result of any delay or suspension of work resulting from the Buyer's instructions or otherwise from the Buyer's fault or for causes beyond the Seller's control the price shall be adjusted accordingly.

3. Payment

1. No payment may be withheld in whole or in part in respect of any defect in respect of which the Buyer is not entitled to repudiate. Payment shall be made in accordance with this condition without any set-off or deduction whatsoever.
2. The Seller may, however, at any time and at its sole discretion and without giving reason thereof withdraw credit terms.
3. The Seller may charge interest from the due date of payment to the date of actual payment at the rate of [4%] per annum above base rate from time to time of National Westminster Bank plc. Failure to claim such interest immediately shall not prejudice the Seller's claim to such interest at a later date.
4. Should the Buyer default in any payment when due the Seller reserves the right without prejudice to any other remedy it may have to cancel this contract and/or any other contract between the Buyer and the Seller and/or to suspend delivery until payment shall have been made.

4. Title and Risk

1. The risk in the Goods shall pass to the Buyer on delivery.
2. Until the Seller has been paid in full by the Buyer for the Goods the good shall remain the sole and absolute property of the Seller; as legal and equitable owner.
3. Until the Seller is paid in full;

1. The Seller shall be entitled to trace the proceeds of sale of the Goods in the event of the Buyer's default in accounting for such proceeds.
2. In the event that payment for the Goods is overdue in whole or part the Seller may (Without prejudice to any of its other rights) recover or resell the Goods or any part of them. Such payment shall become due immediately upon commencement of any act or proceeding in which the buyer's solvency is involved.
3. If the Buyer has not received payment on the disposal of the Goods it shall upon written request by the Seller assign to the Seller all its rights against its customer in respect of that disposal.
4. In the event that any part of this condition is held to be unenforceable or invalid it shall not affect the validity of any other part of this condition.

5. Servicing and Maintenance

1. If requested, the Seller shall provide the Buyer with service maintenance and report facilities for equipment. Any service repair or maintenance carried out by the Seller shall be subject to the provisions of this condition.
2. The Seller shall make every endeavour to maintain, service or repair as quickly as possible. In no circumstances whatsoever shall the Seller be directly or indirectly liable to the Buyer whether arising from breach of contract, loss of profit or otherwise for any delay in the service maintenance or repair of the equipment.
3. It is the Buyer's responsibility at all times to ensure that the premises in which the equipment is located is kept clean and that every safety precaution is maintained and that the Seller's employees or agents are granted access to the relevant premises in order to carry out such maintenance, servicing or repair as required.
4. The Seller shall in maintaining, servicing or repairing the equipment make every endeavour to ensure that the relevant equipment is put into a satisfactory and operational manner, but the Seller shall not be responsible to the Buyer for any liability whatsoever arising from any subsequent act or failure caused through the operation of such equipment, whether to the Buyer or any person or thing save that nothing herein shall exclude or restrict any liability for the Seller for death or personal injury resulting from negligence of the Seller as defined in section I of the Unfair Contract Terms Act 1976.
5. Payment for repairs, maintenance and servicing shall be in accordance, mutatis mutandis, with the provisions of payment for consumables pursuant to condition 3 hereof.

6. ILLUSTRATIONS AND DESCRIPTIONS

1. The Buyer acknowledges that he has been given the opportunity to give to the Seller his comments on any statements or representations made by or on behalf of the Seller in relation to the Goods. The Buyer also acknowledges that descriptions, technical information, photographs, drawings and other illustrations contained in any catalogue, price list, brochure or other document of the Seller shall not (save where the contrary is expressly stipulated in the order) form part of any contract between the Buyer or the Seller and no warranty is given that Goods supplied will correspond exactly with those specified."
 - **6.2** - No oral statement or representation made at any time prior to the contract shall be a term of the contract or deemed to be an inducement or collateral contract pursuant to which the Buyer entered into the contract and the Buyer shall rely on its own judgement as to the nature and suitability of Goods.
 - **6.2** - Goods will be supplied to the Seller's current standard specification and the Seller reserves the right at any time before or after an order is placed to amend any particulars, description, prices, contained in its catalogue, price lists, brochures and other sale literature and such amendments shall be binding upon the Buyer.

7. Cancellation

1. Should the Buyer cancel an order or return Goods the Seller reserves the right to charge the Buyer with the amount of any losses or expenses incurred or material used and a reasonable allowance for overhead charges and profits. This provision will only apply in circumstances where the buyer is not a consumer as defined within the consumer contracts regulations 20 13 in which case the cancellation rights referred to overleaf will apply.

8. Termination Lien and Damage

1. Without prejudice to any rights of the Seller the Seller may determine the contract if:
 1. any distress, execution or other legal process is levied upon any of the Buyer's assets; or the Buyer shall Stop payment; or
 2. the Buyer shall make any arrangement or composition with his or its creditors, commit any act or bankruptcy or (being a corporation) have a winding up order made or have an administration order made or call a meeting of its creditors or suffer the appointment of any provisional liquidator or an administrative receiver or a

- receiver or manager in respect of its undertaking or assets, and the Buyer shall notify the Seller of any proposals for any compensation or arrangements or voluntary arrangements or of any petition or proposals for the appointment of any such administrator; liquidator, receiver or manager or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1984.
2. Without prejudice to any rights of the Seller shall in the event of determination be entitled to recover from the Buyer:
 1. the contract value of any work completed or Goods manufactured to Buyer's order at the date of termination;
 2. the value of any such work begun or goods begun to be manufactured but not completed at such date, such value to include the cost of materials, labour, overheads and a fair profit as determined by the Seller's auditors whose decision shall be conclusive and binding on the Seller and the Buyer; and
 3. the cost of the Goods, materials or work ordered by the Seller pursuant to the contract for which the Seller has to pay.
 3. The Seller shall have, in addition to any other remedy, a general lien on all Goods of the Buyer which may be in the possession of the Seller for all monies due at its discretion sell such Goods and apply any monies received on such sale or sales in reduction of the monies due to the Seller from the Buyer.

9. Force Majeure

1. The Seller shall not be under any liability to the Buyer in respect of any failure to perform or delay in performing any of its contractual obligations to the Buyer attributable to any cause of whatsoever nature beyond the Seller's reasonable control (including, without limitation, act of God, war, riot, fire, flood, strikes and lockouts, Government action or regulations (UK or otherwise), delay by suppliers, accidents and shortage of materials, labour or manufacturing facilities) and no such failure or delay shall be deemed for any purpose of these Conditions to constitute a breach of contract.
2. Should the Seller be prevented from delivering Goods in circumstances referred to in clause 10.1, it shall give the Buyer notice of this fact as soon as is reasonably practical after discovering it
3. If delivery is prevented by circumstances referred to in clause 10.1 for a period of 3 months after notice is given pursuant to clause 10.2, either party may by written notice to the other cancel the contract. Upon such cancellation, the Seller will refund any payment which the Buyer has already made on account (subject to deduction of any amount the Seller is entitled to claim from the Buyer) but the Seller will not be liable to compensate the Buyer for any further loss or damage caused by failure to deliver.

10. Assignment and Sub-Contracting

1. The Buyer shall not be entitled to assign or novate these Conditions or the benefits thereof to any person without the prior written consent of the Seller.
2. The Seller may sub-contract any work it is obliged to carry out under these conditions.

11. Notices

Any notice to be given hereunder shall be delivered personally or sent by email, or first class post to the principal business address of the Seller and Buyer and or to such other address or number as may have previously been notified in writing to the other party.

Notices will be deemed to be served as follows:-

12. Law Applicable

The 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.

13. Delivery

1. Delivery time will be stated on your quotation