



Euro Lifts Limited
Terms and Conditions of Business

- 1. All quotations are submitted and all orders for materials goods and services are only accepted by Euro Lifts Limited, Subsidiary companies and Associated companies operating under any trade name, hereinafter known as the Company, subject to the following terms and conditions, and all other terms, warranties and conditions whether expressed or implied, statutory or otherwise are hereby excluded. No variation shall be effected unless agreed in writing by a Director.**
2. All quotations are valid for a maximum of 30 days unless otherwise stated and all prices are quoted ex-works and ex-VAT, unless otherwise agreed in writing by a director.
3. Materials, goods and services will be invoiced at the current prices ruling at the date of despatch.
4. Prices are subject to revision in case of errors or omissions.
5. No claims can be accepted for consequential loss or damage by any cause whatsoever, including late delivery or performance, and liability in respect of faulty material or workmanship is restricted to replacement of the goods or rectification, except where this is covered by guarantees or warranties attributable to other agencies.
6. Claims for delay, loss or damage amounting wholly or in part from war, civil commotion, riots, accidents, strikes, lockouts, stoppages, labour difficulties or shortage of materials or transport, or any other conditions over which the Company has no jurisdiction are excluded. Any other claims for damage must be notified within 3 days of delivery and in the case of non-arrival within 10 days of the invoice date.
7. Where a contract is in place with a customer for repeat work, for a particular period of time and at a fixed price, the contract terms will apply. The customer must make the appropriate payments until the expiry of that contact period. The company will carry out those works, as contracted until the expiry of the contract period.
8. Any repairs, alterations or replacements recommended by the company, to the customer, to ensure the continued safe, reliable and efficient running of the equipment shall be approved by the customer and the company will not be responsible for the reliability of equipment until the recommendations are approved and carried out. It may be necessary, in matters of safety, that we remove the equipment from service on matters that the company feels may pose a risk to the health and safety of the user or others.
9. Should the customer default in making the appropriate payments then the full contract value of the contract becomes due.
10. Should the customer refuse access for the company to carry out the agreed works, then the payment of the agreed sums shall still become due, as if the works had been carried.
11. If the company, due to commercial factors delay the agreed works, the company will ensure that the works are brought back to the original agreed plan within a reasonable period of time.
12. Should the customer require early termination of a fixed term contract (for any reason) then the amount outstanding for the full term of the contract shall become due immediately and when the account has been brought up to date then the contract shall be agreed to be cancelled.
13. In the event of death or change of premises the contract can be assigned to a new party, by separate agreement, to continue the original agreement, on the original terms of agreement, providing the new party signs a new agreement. Otherwise the terms of the contract remain binding on the parties concerned and their agents and executors.
14. Where a contract is in place for an item of equipment or service which is paid for in agreed instalments, then the payment of those instalments must be made at the agreed times. Failure to make the payments at the agreed times will forfeit the instalment agreement and the full amount will become due whether the contract is complete or not. Notwithstanding that the company, upon receipt of the full contract price, will continue to complete the agreed works.
15. Where there is a fixed term contract to provide a service with payments at regular, predetermined intervals (such as a comprehensive contract), if the payment terms are not made as contracted then the company reserves the right to reinstate or cancel the contract as it feels appropriate.
16. Should the customer enter into a contract with the company for certain works to be carried out at an agreed amount then the whole of those works will be required to be completed and the full amount paid. Should the customer decide that certain works are not required (for any reason) then the full amount is still required to be paid to the company unless this is by agreement with the company in writing by a director.
17. Goods and services provided by the Company that are provided on the order and instructions of the customer or its servants, agents or sub-contractors, the company shall give no warranty as to the fitness of these goods or services for any particular purpose. The customer's judgement in this matter is accepted.
18. The Company and its servants, agents or sub-contractors shall not be liable for any claims howsoever arising, except as may be allowed for in these terms and conditions.
19. Without prejudice to the foregoing, in no circumstances whatsoever shall the Company's liability under any conditions exceed the invoice price of the goods or services in regard to which complaint is made.
20. All goods are at buyer's risk as soon as delivery is made, wherever that may be.



21. Delivery to the buyer's agent or to the buyer's premises or other nominated places shall be deemed as delivery to the buyer. Any receipt given for the goods shall be proof of delivery to the buyer.
22. Offers of delivery from stock are made subject to the goods remaining unsold on receipt of order.
23. Packing cases and crates will be charged for and the amount will be credited in full if returned complete and in good condition, carriage paid, within one calendar month after the end of the month in which the goods are delivered.
24. Any goods delivered with disposable packaging will be unpacked on site and the packaging will be left on site for correct disposal by the customer or his agents.
25. Any variation in instructions or orders for additional work shall be given by the customer in writing to a responsible servant of the Company. In default of this, no liability whatsoever will attach to the Company for any dispute or damage arising out of the variation or order. Any variation to the original order or instructions will incur extra charges and delays in completion.
26. Where a contract calls for the removal and re-installation of a piece of equipment, the company will assume that the equipment is in good working order and suitable for its new position and use, unless specifically advised otherwise by the customer. Should this not be the case the company shall offer to make good, repair or replace at an extra charge, on the instructions of the customer.
27. The company does not accept any responsibility for any equipment that has been interfered with by a third party, unless authorised, under strict instructions and control by the company.
28. When the customer instructs the company to carry work or provide services, then the company will assume that the equipment is complete and whole and able to accept the work or services being provided, unless we are informed in writing by the customer, prior to the start of the work.
29. In the event the customer asks to attend to an emergency call out, our engineers will travel to site from wherever they happen to be at the time of instruction. They will attend site for a minimum of one hour. They will then return to their normal duties and will need to travel back to their original location. All this time is chargeable and there is a mileage charge to help cover the travelling costs. These charges are liable to vary but are available upon request.
30. The company does not carry out any building work, for what ever reason and under any circumstances and will not be liable for any costs involved in this respect.
31. Designs and drawings originated and prepared by the Company remain the sole property of the Company and are copyright, they are not to be copied, or shown to third parties or reproduced without written approval.
32. Where approval of the drawings and receipt of cleared funds for a deposit mark the start of a delivery period, changes in those specifications, instructions, designs and drawings will incur extra charges and will delay completion of the works.
33. All residual waste or scrap materials arising in connection with any work undertaken in the Company's workshops or on site will become the property of the Company unless alternative arrangements are made in writing when the contract is negotiated.
34. The Company reserves the right, at its discretion to withdraw any offer at any time before acceptance and to refuse any orders, without the necessity of giving any reason.
35. Payment for goods, materials and services is due in full within 30 days of the invoice date or as determined on the invoice. In the event of any money being unpaid for more than 7 days after the due date, then all other monies owed shall become immediately due and payable and all outstanding balances be subject to an interest rate of a minimum of 5% per month above that quoted as the Bank of England base rate ruling at the time in question.
36. All disputes shall be settled according to the laws of English courts, or by arbitration, according to the choice of the Company.
37. The terms and conditions and parameters of any contract referred to in any order acknowledgement and or quotation, are based on those parameters, for the price quoted. Any variance of our offer will require an adjustment in our quoted price to allow for costs, administration and charges that may occur as a result of that variance.
38. All Quotations, Invoices, etc., are given without prejudice to any other business or matter, past or future, between the Company, and its customers.
39. Credit terms of payment quoted are subject to an approved Credit Account being open or to references satisfactory to the Company being furnished after receipt of order. Should those credit terms be exceeded then the company reserves the right to charge for extended credit facilities at the rates ruling at the time of the matter. Should the company require the services of debt collection agencies, solicitors or the law courts to collect debts these costs shall be added to the debt the customer owes the company along with any interest on the outstanding debt.
40. Any goods or services provided by the Company shall remain the property of the Company until such time as payment has been made in full. We reserve the right to reclaim/recover the for goods with a minimum of seven days notice and the costs of reclaiming/recovering will be added to the amount sought in settlement of any outstanding account.
41. Any and all warranties offered by the company are based upon calls made to the office and carried out during normal working hours. Any calls requested out of hours will be charged at our normal rates, which are available upon request. Please read our full warranty terms and conditions available upon request.
- 42. The contract terms and conditions above shall be read in the light of the meaning of the conditions and terms specified and shall be the only terms used or referred to in any dispute, unless specific written contrary terms are agreed by a director, in writing.**

Larger type face available upon request