

**MODULIFT UK LIMITED Co. No. 04601952 (“the Company”)
Standard Terms and Conditions of Sale (“Conditions of Sale”)**

1. General

- 1.1 All quotations are made, and all orders are accepted subject to the following conditions, this includes any ‘general terms’ specified within quotations and orders. All conditions of any company which has placed an order for goods (the “Customer”) with the Company or other conditions or warranties whatsoever are excluded from the contract or any variation thereof, unless expressly accepted by an authorised signatory for the Company in writing.
- 1.2 Quotations shall only be available for acceptance for a maximum period of 30 days from the date thereof and may be withdrawn by the Company within such period at any given time by written or oral notice.
- 1.3 If any statement or representation has been made to the Customer upon which the Customer relies, other than in the documents enclosed with the Company’s quotation, the Customer must be set out that statement or representation in a document to be attached or endorsed on the order in which case the Company may clarify the point and submit a new quotation.

2. Quantities

- 2.1 In accordance with trade custom where materials are ordered by reference to numerical quantities or specified weights the Company reserves the right to under or over deliver the quantity ordered by 5 per cent.
- 2.2 If the Customer requires an alteration in the quantity of an order including suspension or reduction of “firm” schedules then all goods already in progress may be delivered and in accordance with the earlier instruction of the Customer and shall be paid for by the Customer.
- 2.3 If and so far as work has been necessarily commenced in advance of “firm” schedules in order to provide in accordance with normal process time cycle for deliveries indicated by a “tentative schedule” the Customer shall be liable to accept delivery of such goods at the times and in the quantities so indicated and to pay therefor.

3. Delivery

- 3.1 Time for delivery is given as accurately as possible but is not guaranteed. The Customer shall have no right to damages or to cancel the order for failure for any cause to meet any delivery time stated.
- 3.2 The Customer shall have the option to arrange their own delivery services and collect Ex Works. Where the Customer does not select this method and instead elects that the Company arrange delivery, the Company shall bear no responsibility for the performance of any third-party conducting delivery services.
- 3.3 The date of delivery shall in every case be dependent upon prompt receipt of all necessary information, final instructions or approvals from the Customer. Alterations by the Customer in design, specifications or quantities required and/or delays in the provision of essential information, final instructions and approvals by the Customer, may result in delays to delivery. In some circumstances, such delays may be significant, and the Company accepts no liability for any delays caused by the Customer, nor will the Company accept liability for the consequences of any such delays. If with the agreement of the Customer, the Company has to take additional action to overcome such delays caused by the Customer, including by not limited to; overtime, assigning additional workers or premium services from third-parties, this will be at the Customers cost. Any such action to overcome delays is not guaranteed by the Company and is subject to capacity.
- 3.4 The Company will use its reasonable endeavours to comply with reasonable requests by the Customer for postponement of delivery but shall be under no obligation to do so. Where delivery is postponed otherwise than due to default of the Company the Customer shall pay all costs and expenses including a reasonable charge for storage and transportation occasioned thereby.
- 3.5 Failure by the Customer to take delivery of goods delivered in accordance with the contract shall entitle the Company to treat the contract as repudiated by the Customer in whole or in part.

4. Risk and Title

- 4.1 Risk shall pass to the Customer at the time when the goods leave the premises of the Company whereupon the Customer is responsible for all subsequent loss, damage or deterioration to the goods.
- 4.2 (i) Goods supplied to the Customer will remain the property of the Company until payment for them and all other goods the subject of any Contract between the Company and the Customer, which at the time of payment of the full price of the goods sold under this Contract have been delivered to the Customer but not paid for in full, have been paid for in full.
(ii) The Customer shall only be at liberty to sell the goods purchased from the Company prior to the passing of title on the understanding that if the Customer does sell the goods then the Customer will hold on trust for the Company so much of the proceeds of sale received by the Customer under contracts which include any of the goods hereby sold either in their original or altered state as are necessary to discharge payment in full to the Company.

5. Prices

- 5.1 All prices are, unless otherwise stated, quoted net ex works exclusive of VAT and are subject to fluctuation in the event of any increase in the cost in labour due to local and national awards or increases in the cost of materials and overheads. The Company reserves the right to add any increase in such costs during the period of production to the quoted price.

6. Terms of Payment

- 6.1 Unless otherwise agreed by the Company in writing, the terms of payment shall be as per the agreed credit account terms. In the event of a conflict between the terms of the Conditions of Sale and the terms of any credit account in place, the terms of the credit account shall prevail.
- 6.2 Each consignment shall be separately invoiced and paid for in accordance with the provisions of Condition 5.1.
- 6.3 No disputes arising under the contract nor delays beyond the control of the Company shall interfere with prompt payment by the Customer.
- 6.4 In the event of default in payment by the Customer the Company shall be entitled, without prejudice to any other right or remedy, to suspend all further deliveries and to charge interest on any amount outstanding at the rate of 4% per annum above the Bank of England Minimum Lending Rate in force at the time when payment was due.

7. Cancellation, Returns & Alteration

- 7.1 Order cancellation will only be agreed to by the Company on the condition that the goods have not yet been despatched and all costs and expenses incurred by the Company up to the time of cancellation and all loss of profits and other costs, loss or damage resulting to the Company by reason of such cancellation will be reimbursed to the Company by the Customer forthwith.
- 7.2 No returns will be accepted of any non-defective Company products which are not part of its standard stock holding and/or were manufactured to order and/or are custom designed. In addition, no returns will be accepted for any non-defective third-party products.
- 7.3 Returns of non-defective standard stock products will only be agreed to by the Company on the condition that they will be returned at the Customer's expense and risk. The Customer will incur as a minimum, a handling charge equal to 20% of the applicable order's total value. The handling charge relates to the processing, inspection, and re-stocking of the returned products. The Customer may be liable for further charges upon inspection by the Company, such as to remedy any damage, including aesthetic imperfections. All such charges will be deducted from any credit given to the Customer by the Company. Any credit issued to the Customer by the Company, will solely relate to returned standard stock products. No credit will be issued for any services rendered or any products contained within the provisions of Condition 7.2.
- 7.4 Alteration or change to an order is not conducted without a written order or instructions to proceed by an appropriate representative of the Customer. The Company shall have up to 7 days to review and consider alteration or change to an order. In the event of any alteration being required by the Customer in design or specification, the Company shall be entitled to make an adjustment of the contract price and/or delivery time corresponding to such alteration. If the Company cannot accept or meet the requirements or any such alteration or change, the provisions of Conditions 7.1, 7.2 and 7.3 will apply, as appropriate.

8. Dimensions

The Company reserves the right to alter or change dimension of the goods supplied within reasonable limits having regard to the nature of the goods. Dimensions specified by the Company are to be treated as approximate only unless the Customer specifically states in writing that exact measurements are required.

9. Shortages and Defects Apparent on Inspection upon Receipt

The Customer shall have no claim for shortages or defects apparent on inspection upon receipt unless:

- (i) the Customer inspects the goods on arrival at its premises, and
- (ii) a written complaint is made to the Company within 7 days of receipt of the goods or such shorter period as the carrier's conditions (if applicable) require specifying the shortage or defect, and
- (iii) the Company is given an opportunity to inspect the goods and investigate any complaint before any use is made of the goods.

If a complaint is not made to the Company as herein provided then the goods shall be deemed to be in all respects in accordance with the contract and the Customer shall be bound to pay for the same accordingly and in such circumstances Condition 11.5 hereof shall not apply. Any claim made pursuant to Condition 22 is subject to the provisions of Conditions 11.5 and 12.

10. Customer Audit/Inspection/Visit

Unless expressly specified within any order or quotation, any audit, inspection, or access to premises by the Customer or any Third Parties appointed by the Customer, is only by prior arrangement and agreement with the Company. The Company reserves the right to charge the Customer for the time of any Company employees who are deemed necessary to support the facilitation of such audits, inspections, or premises access. This will be at a cost of £150 per hour, per employee, when within standard Company working hours, or double this, when outside of standard Company working hours.

11. Guarantees

- 11.1 Save as otherwise detailed within the other Conditions of these Conditions of Sale, the requirements and obligations under the Sale of Goods Act 1979 and the Consumer Rights Act 2015 are to be implied into this contract.
- 11.2 The Customer shall have no claim in respect of defects not apparent on inspection at the time of the delivery unless:
- (i) a written complaint is sent to the Company as soon as reasonably practical after the defect is noticed and no use is made of the goods thereafter and no alteration is made thereto before the Company is given the opportunity in accordance with sub-paragraph 11.4 of this condition to inspect the goods, and
 - (ii) the complaint is sent within 12 months of the date of delivery by the Company or a maximum of 7 days after the first inspection/thorough examination, whichever occurs first. *In accordance with LOLER 98 this first inspection/thorough examination, will be no later than six months after the equipment is put into service.*
 - (iii) in the case of items not manufactured by the Company, within the guarantee period specified by the manufacturer of such item.
- 11.3 the Customer shall not be entitled to any claim in respect of any repairs or alterations undertaken by the Customer without the prior specific written consent of the Company nor in respect of any defect arising by reason of fair wear and tear or damage due to misuse.
- 11.4 The Company may, within 15 Days of receiving such a written complaint inspect the goods and the Customer, if so required by the Company, shall take all steps necessary to enable the Company to do so.
- 11.5 In the event of the condition of the goods being such as might or would (subject to these Conditions of Sale) entitle the Customer to claim damages, or to repudiate the contract (whether or not the same is apparent on inspection), the Customer shall not then do so but shall first ask the Company to repair or supply satisfactory substitute goods and the Company shall thereupon be entitled, at its option, to repair or take back the defective goods and to supply satisfactory substitute goods within a reasonable time. If the Company does so repair the goods or supply satisfactory substitute goods the Customer shall be bound to accept such repaired or substituted goods and the Company shall be under no liability in respect of any loss or damage whatsoever arising from the initial delivery of the defective goods or from the delay before the defective goods are repaired or the substitute goods are delivered.
- 11.6 The Company makes no assurance or guarantee that sale or use of the goods will not infringe the laws of any country other than England and Wales in which the goods are sold or used.
- 11.7 In the case of goods or parts thereof not manufactured by the Company, all obligations of the Company are limited to the guarantee (if any) which the Company receives from the manufacturer or supplier of the goods or parts thereof.

12. Liability

- 12.1 The Company shall not be liable in respect of claims arising by reason of death or personal injury except in so far as the death or injury is attributable to a failure by the Company to exercise reasonable care.
- 12.2 Further, under no circumstances whatsoever shall the Company be liable for losses special to the particular circumstances of the Customer, indirect losses, work required in connection with the removal of defective goods and the installation of required or substituted goods, loss of profits, damage to property or wasted expenditure.
- 12.3 Without prejudice to Condition 11.3, where goods are supplied for the purpose of a business, the Company's liability, whether in respect of one claim or the aggregate of various claims (other than claims for death or personal injury to the extent that the same is caused by a failure of the Company to take reasonable care) shall not exceed £ 1,000,000 and the Customer agrees to insure adequately to cover claims in excess of such amount.

13. Sub-contractors

The Company shall be entitled to appoint one or more sub-contractors to carry out all or any of its obligations under the contract.

14. Intellectual Property & Confidential Information

All drawings, documents and all other information supplied by the Company, are supplied on the express understanding that copyright and all other forms of intellectual property is reserved to the Company and that the Customer will not without the prior written consent of the Company either give away, loan, exhibit or sell any such drawings or extracts therefrom or copies thereof or use them in any way except in connection with the goods for which they are used. Where there is any uncertainty by the Customer, as to whether information is of a confidential nature or not, it shall be treated as confidential in all circumstances, until advised otherwise by the Company in writing.

15. Customer's Drawings

- 15.1 The Customer shall be solely responsible for ensuring that all information, instructions, drawings, advice and recommendations given to the Company either directly or indirectly by the Customer or by the Customer's own advisers or consultants are accurate and suitable. Examination or consideration by the Company of such drawings advice or recommendations shall in no way limit the Customer's responsibility hereunder unless the Company specifically agrees in writing to accept responsibility.
- 15.2 The Customer shall indemnify the Company from and against all actions, claims, costs and proceedings which arise due to the manufacture of the goods to the drawings and specifications of the Customer where such drawings and specifications shall be at fault or where it is alleged that they involve an infringement of a Patent, Design Right (registered or unregistered) or any other form of intellectual property.

16. Product Technical Information and Data

The information contained in the advertising sales and technical literature issued by the Company may be relied upon to be accurate in the exact circumstances in which it is expressed, otherwise any illustrations, performance details, examples of installations and methods of assembly and all other technical data in such literature are based on experience and from trials under test conditions. Accordingly, the information contained in the Company's publications is provided for general guidance only and forms no part of the contract unless expressly agreed in writing. Customers should obtain specific recommendations and advice from the Company regarding the uses and attributes of the Company's products.

17. Insolvency

If the Customer shall become bankrupt or shall be deemed to be unable to pay its debts for the purposes of Section 123 of the Insolvency Act 1986 or shall compound with its creditors or if a resolution shall be passed or proceedings shall be commenced for the administration or liquidation of the Customer (other than for a voluntary solvent winding up for the purposes of reconstruction or amalgamation), or if a receiver or manager shall be appointed of all or any part of its assets or undertakings, the Company shall be entitled to cancel the contract in whole or in part by giving written notice to the Customer, without prejudice to any other right or remedy available to the Company.

18. Consumer Protection Act 1987

In circumstances in which the Company supplies goods to the Customer for incorporation with any composite or other products to be produced, manufactured, processed or supplied by the Customer or a third party then the Customer shall indemnify, reimburse and compensate the Company for all losses and damages (including costs, expenses and charges for legal actions in which the Company may be involved) which the Company may incur, or have to bear, if any claim or claims shall be made against the Company relating to the composite or other products.

19. Force Majeure

Neither party shall be under any liability for any delay, loss or damage caused wholly or in part by any; act of God, WHO recognised pandemic, public authority or governmental action, restriction, condition or control (including Brexit), or by reason of any act done or not done pursuant to a trade dispute whether such dispute involves its employees or not or by reason of any other act, matter or thing beyond either party's reasonable control. Neither party shall be excused for failure or delay resulting from only general economic conditions, other general market effects or any other act, matter, or thing within either party's reasonable control.

20. Third Parties

A person who is not a party to this contract (a "Third Party") shall have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 (the "Act") to enforce any of the Conditions of Sale. Any right or remedy of a Third Party which exists or is available from the Act is not affected.

21. Legal

- 21.1 The contract shall be governed and interpreted exclusively according to the Laws of England and shall be subject to the jurisdiction of the courts of England & Wales only.
- 21.2 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 21.3 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 21.4 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 21.5 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

22. Duty of Information and Product Recall

The Customer is required to inform the Company as soon as reasonably practicable in writing of any defects in the goods including, but not limited to, errors in documents made available by the Company and agrees to provide the Company with all assistance reasonably necessary to procure the recall of goods if the Company notifies the Customer of any concern or defect affecting the goods.

23. Data Protection

Under any current data protection laws, applicable to a UK based operating business, these requirements and obligations are to be implied into this contract. The Customer can request that the Company provide a copy of their Data Protection Policy.