

STILL MATERIALS HANDLING LIMITED
TERMS AND CONDITIONS OF SALE
Version 12/2020

1. APPLICATION

Unless otherwise specifically agreed in writing every offer, quotation, acceptance and contract for the sale or supply of any item of whatsoever nature which is to be sold by the Company ("Goods") shall be subject to these Conditions of Sale ("Conditions"). Furthermore, these Conditions override all clauses with a contrary intent, whether printed or not, which may be proposed by the Customer, unless expressly accepted by the Company in writing.

2. ACCEPTANCE

- A. All quotations are given subject to confirmation by the Company upon receipt of the Customer's order and no contract shall be concluded until such confirmation is given in writing (or the Customer's order is otherwise accepted). Each order when accepted constitutes a separate contract.
- B. An offer, once placed, can be cancelled only with the written consent of the Company and upon terms which will save the Company from loss. The price of the Goods is that on the face thereof and includes basic packaging but excludes all insurance, freight, and other costs. Brexit may cause delays in delivery, changes in costs for transportation and import duties for products imported into the UK. The Company hereby reserves the right to adjust orders/contracts related to deliveries of products imported into the UK, in respect of delivery times and cost for transportation and duties accordingly, if and to the extent they are affected thereby. From 1st of Dec 2020 our pricing includes tolls and duties for import to the UK, based on the given government 'No Deal' Brexit scenario at this moment of time. Any changes (positive or negative) due to duties for importing of products between order placement and point of import exceeding GBP 150, will be adjusted in the pricing of the order accordingly.

3. PRICE AND PAYMENT

Unless otherwise stated in the Company's confirmation, payment will be made by bank transfer before Delivery (as provided in 4 below). Value Added Tax where applicable shall be shown separately on all invoices. Time for payment shall be of the essence.

4. DELIVERY

- A. Delivery shall be FCA the Company's works. Unless otherwise stated in the Company's confirmation. Incoterms 2010 applies
- B. Where the Company in writing so agrees, the Company will arrange shipment to the Customer or to the Customer's order such shipment to be at the expense and risk of the Customer. Unless otherwise specifically stated, where the Company so arranges shipment delivery will still be FCA the Company's works.
- C. Any time or date for delivery given by the Company to the Customer is a best estimate only and the Company will not be liable for failure to delivery within the time quoted or for the consequences of any delay.
- D. If the Customer shall fail to take delivery the Goods within 14 days after the date on which the Customer shall have been notified that the Goods are available for delivery, the Company may treat this Contract as repudiated by the Customer (and thereupon any deposit paid shall be forfeited) without prejudice to the Company's right to recover from the Customer any loss of expenses which the Company may suffer as a result of the Customer's default.

5. RISK

- A. The following provisions shall apply to all goods which under Contract the Company agrees to supply to the Customer. No failure by the Company to enforce strict compliance by the Customer with such provisions shall constitute a waiver thereof and no termination of the Contract shall prejudice limit or extinguish the Company's rights under the paragraph. A. The goods shall be and thereafter remain at the Customer's risk from the time of delivery in accordance with Condition 4.
- B. Upon delivery of the goods the Customer shall hold the goods solely as bailee for the Company and the goods shall remain the property of the Company until such time as the Customer shall have paid to the Company the full purchase price thereof. Until such time the Company shall be entitled to recover the goods or any part thereof and for the purpose of exercising such rights the Company its employees and agents with appropriate transport may enter upon the Customer's premises or any other location where the goods are situated.
- C. The Customer shall maintain all appropriate insurance in respect of the goods from the date or dates on which the risk therein passes to him. In the event of any loss or damage occurring while the goods remain the property of the Company the Customer shall, immediately on receipt of the insurance monies remit to the Company the full purchase price of the goods lost or damaged less any part thereof which has already been paid and until such amount has been so remitted shall hold such amount as trustee and agent for the Company.

6. WARRANTY

- A. If within a period of 365 days from the date of the Delivery or 1800 hours of use whichever occurred the sooner any defect caused by faulty materials or poor workmanship shall be found to exist in any Goods or part of Goods manufactured by the Company and such defect shall be reported to the Company in writing within 10 days of the same being discovered to the Company will repair the defective part or at its options supply a suitable replacement or replacement part free of charge (provided that the cost of freight, carriage, postage and other costs in connection with the defective Goods shall be borne by the Customer and) provide that this Warranty.
- i. Does not apply to defects:
- (a) In tyres, electrical fittings, accessories and proprietary and other articles not manufactured by the Company which are sold only with the benefit of any express warranty or guarantee issued by the manufacturer thereof.
- (b) Caused by wear and tear, misuse, improper operation, neglect, overloading or lack of proper maintenance.
- (c) Arising as result of the fitting if any equipment which does not comply with the Company's recommendation.
- ii. Does not apply to damage sustained in transit or caused by accident or attack.
- iii. Shall cease to have effect if the Goods have been used for a purpose other than that or those for which they were intended or if the Goods have been used otherwise that in accordance with the Company's instructions or if any identification plates, work hour meters numbers or marks have been removed broken or tampered with.
- B. The benefits of this warranty is limited to the Customer by the Company may at its absolute discretion of prior written consent permit the transfer of any unexpired portion of the warranty to a second owner.
- C. Where a replacement or replacement part is supplied under (A) hereof all the Conditions of this warranty shall apply to such part for the unexpired portion of the original warranty period covering the defective part only.
- D. In the case of a consumer transaction nothing in this condition 8 shall affect the statutory rights of the Customer as defined in the Consumer Transactions (Restrictions on Statements) Order 1976 (as amended).

7. EXCLUSIONS

- A. Except as expressly provided in these Conditions the Company shall be under no liability of whatsoever kind howsoever caused whether or not due to the negligence or wilful default of the Company or its servants or agents arising out of or in connection with the Goods. All conditions, warranties or other terms, whether express or implied, statutory or otherwise are hereby expressly excluded provided that nothing in this sub-clause contained shall exclude or restrict any liability of the Company for death or personal injury resulting from the negligence of the Company or its servants or agents.
- B. Nothing contained in this Condition shall exclude or restrict
- i. any liability of the Company for breach of its implied undertakings as to title and
- ii. Where the Customer deals as a consumer within the meaning of the Unfair Contract Terms Act 1977, any liability of the Company for breach of its implied undertakings as to conformity of the Goods with description or sample or as to their quality or fitness for a particular purpose.
- C. The Customer shall indemnify the Company against all damage or injury to any person, firm or company and against all proceedings, charges and expenses for which the Company may become liable in respect of the Goods sold under the Contract except to the extent expressly admitted in these Conditions.

8. BREACH AND CUSTOMER'S INSOLVENCY

If the Customer shall default in or commit any breach of any of its obligations to the Company or if any distress or execution shall be levied upon the Customer or if the Customer shall enter into any negotiations for arrangement or composition with its creditors or commit any act of bankruptcy or if any petition in bankruptcy shall be presented against it or if the Customer is a corporate body, any resolution is proposed or petition presented to wind up the Customer or if a receiver of the Customer's assets or undertaking or any part thereof shall be appointed the Company shall be entitled to determine forthwith any contract then subsisting without prejudice to any other claim or right the Company may make or exercise.

9. FORCE MAJEURE

- A. The Company shall not be liable to the Customer to the extent that fulfilment of its obligations to the Customer has been prevented, hindered or delayed by force majeure as herein defined and in the event of such force majeure occurring, the Company may without liability cancel or vary the terms of the contract including but not limited to, extending the time for performing the contract for a period at least equal to the time lost by reason of such event.
- B. For the purpose of this Condition force majeure shall mean any circumstance beyond the control of the Company and shall include (without restricting the generality of the foregoing).
- i. Riots, civil commotions war, rebellion, national or international emergency.
- ii. Destructions or damage due to natural causes, floods, fires or explosions.
- iii. Any order of local, national or international authority.
- iv. Strikes, lockouts, or other labour disputes.
- v. Shortage of labour, equipment, materials or supplies or breakdowns of machinery.
- vi. Shipping and transportation delays howsoever cause.

10. NON-ASSIGNMENT

The Customer may not assign or part in any way with any benefits given by these Conditions or by any contract entered into with the Company of which these Conditions form a part without the prior written consent of the Company.

11. SERVICE OF NOTICES

Any notice required to be given hereunder shall be sufficiently given to a limited company if forwarded by recorded delivery to its registered office and to any other person if similarly forwarded to his last known address. Every notice shall be deemed to have been served, if sent by post, forty-eight hours after the same shall have been posted.

12. APPLICABLE LAW

Any contract to which these Conditions apply shall be governed in all respects by the Law of England.

13. INTEREST CHARGES

The company reserves the right to charge interest on all monies due where our terms have been exceeded. Interest will be charged at 2 1/2% per month, calculated daily.