

## **STANNAH LIFTS LIMITED & STANNAH MICROLIFTS LIMITED**

### **Standard Terms and Conditions of Sale and Purchase**

#### **1. Definitions**

In these conditions, unless the context otherwise requires:

- 1.1. 'Buyer' means Stannah Lifts Limited or Stannah Microlifts Limited who buys or agrees to buy the Goods from the Seller,
- 1.2. 'Terms and Conditions' means the terms and conditions of sale and purchase set out in this document and any special terms and conditions agreed in writing by the parties ,
- 1.3. 'Delivery Date' means the date specified by the Buyer when the goods are to be delivered,
- 1.4. 'Goods' means the articles and/or services the Buyer agrees to buy from the Seller,
- 1.5. 'Order' means the Buyer's purchase order appearing overleaf,
- 1.6. 'Price' means the price for the Goods and or service including carriage, packaging, insurance, import duties, any taxes and excluding VAT,
- 1.7. 'Seller' means the person whose name and address appears overleaf.

#### **2. Conditions applicable**

- 2.1. These Terms and Conditions shall apply to all contracts for the sale and purchase of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms and conditions which the Seller may seek to incorporate or apply under any sale order, confirmation of order or similar document,
- 2.2. All Orders made by the Buyer for Goods shall be pursuant to these Terms and Conditions,
- 2.3. Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing in advance between both parties

#### **3. Price and payment**

- 3.1. The Price shall be the price set out overleaf and is exclusive of VAT which shall be due at the rate ruling on the date of the Order issued by the Buyer,
- 3.2. The Price shall not be increased for whatever reason without the written consent of the Buyer,
- 3.3. 3.3 Payment of the Price and VAT shall be due and payable within 60 days of the date of an invoice received by the Buyer,
- 3.4. The Buyer shall be entitled to deduct a prompt payment discount of 2 ½ % of the Price for payment made in accordance with these Terms and Conditions and before the expiry of the 60days referred to above
- 3.5. The Buyer may set off against the Price (including any applicable VAT payable) amounts due from the Seller to the Buyer under any other contract of sale or otherwise.



- 3.6. The Seller shall be entitled to invoice the Buyer on or at any time after delivery of the Goods and/or performance of the Services, and each invoice shall quote the number of the Order.
- 3.7. Invoices for Goods shall not be sent with the Goods but shall be sent by the Seller to the Buyer separately from the Goods.

#### **4. The Goods**

- 4.1. The quantity and description of the Goods and/or Service shall be as set out overleaf and as appears in any document referred to overleaf.
- 4.2. All representations, statements or warranties made or given by the Seller, its servants or agents (whether orally in writing or in any of the Seller's brochures, catalogues and advertisements) regarding the quality and fitness for purpose of the Goods or any of the Goods shall be deemed to be express conditions of the contract of sale,
- 4.3. It is a condition precedent of these terms and conditions that the Seller shall supply spare parts for goods ordered by the purchaser for a minimum period of ten (10) years from the date title in the goods passes to the Buyer.
- 4.4. The Seller shall keep and shall produce to the Buyer at its request at any reasonable time all safety and other product information and documentation relating to the Goods and/or Services, including such documents as are necessary for tracing the Goods and all parts thereof for a minimum of six (6) years following Delivery and furthermore shall procure that any suppliers to the Seller of the Goods shall do likewise.
- 4.5. Any Specification supplied by the Buyer to the Seller, or specifically produced by the Seller for the Buyer, in connection with the Contract together with the copyright, design rights or any other intellectual property rights in the Specification, shall be the exclusive property of the Buyer. The Seller shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Seller, or as required for the purpose of this Contract.
- 4.6. The Seller shall comply with all applicable regulations or other legal requirements and all relevant Codes of Practice concerning the design, manufacture, packaging, packing and delivery of the Goods and the performance of the Services and shall in writing draw to the Buyer's attention any such obligation which would or may require any compliance by the Buyer.
- 4.7. The Seller shall not unreasonably refuse any request by the Buyer to inspect and test the Goods during manufacture, processing, delivery or storage at the premises of the Seller or any third party prior to despatch, and the Seller shall provide the Buyer with all facilities reasonably required for such inspection and testing.
- 4.8. If as a result of inspection or testing the Buyer is not satisfied that the Goods will comply in all respects with the Contract, and the Buyer so informs the Seller in writing within 7 days of inspection or testing, the Seller shall take such steps as are necessary to ensure complete compliance.
- 4.9. Without prejudice to clause 4.5 of these Terms and Conditions the Goods shall be marked in accordance with the Buyer's instructions, any applicable regulations and any other requirements or relevant Codes of Practice and requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition.



## **5. Delivery of the Goods and performance of the service**

- 5.1. Delivery of the Goods and or performance of the service , including all shipping documents, export licences, certificates of origin, permits and a delivery note, shall be made to the delivery address stated on the Buyer's Order and shall be subject to these terms and conditions.
- 5.2. All Goods must be accompanied by the necessary shipping documents (including any export licenses, certificates of origin, permits) as well as by a delivery note which specifies the Goods precisely and shows the Buyer's Order number and any other data the Buyer reasonably requires. The Buyer shall be given every assistance by the Seller in obtaining any other information which it may require.
- 5.3. Time is of the essence of this contract.
- 5.4. If the Seller fails to deliver all of the Goods in accordance with the contract on the Delivery Date then without prejudice to the Buyer's rights for the breach of contract ,
  - 5.4.1. The Buyer may terminate the contract. In this event without prejudice to the Buyer's other remedies the Seller shall at its own cost promptly collect any of the Goods which have been delivered;
  - 5.4.2. Where delivery of a lesser quantity of the Goods which correspond to the contract has been delivered and the Buyer has not exercised its rights under clause 5.4.1. the Buyer may accept the Goods which correspond to the contract and recover damages for the Seller's breach in respect of the failure to deliver the remainder of the goods;
  - 5.4.3. The Buyer may require the Seller promptly to deliver sufficient goods which correspond to the contract to comply with the quantity required, and until such delivery is made, the Seller remains in breach of contract;
  - 5.4.4. The Buyer may exercise any of these rights by written notice to the Seller.

## **6. Acceptance of the Goods**

- 6.1. The Buyer shall not be deemed to have accepted any part of the Goods until after the Buyer has actually physically inspected the Goods and ascertained that they are in accordance with the contract. The Buyer may reject Goods which are not in accordance with the contract for a reasonable time after such inspection,
- 6.2. The Seller agrees to permit the Buyer, at the Seller's cost, to return any Goods which are not in accordance with the contract at any time up to 6 months after delivery notwithstanding that some of the Goods may already have been accepted by the Buyer,
- 6.3. Acceptance of those Goods which conform to this contract shall not deprive the Buyer of the right to reject the remainder of those Goods which do not conform to the contract.
- 6.4. Without prejudice to any other right or remedy, if any Goods are not supplied or performed in accordance with the Contract, then the Buyer shall within 14 days of the actual or purported delivery of the Goods, or within 14 days of the Buyer becoming aware of any cause for dissatisfaction (other than de minimus) with the Goods , be entitled:
  - 6.4.1. to require the Seller within seven (7) days to repair and deliver up the Goods to the Buyer or to supply replacement Goods or to provide (if appropriate to begin to provide) full satisfactory Services in accordance with the Contract; or



- 6.4.2. at the Buyers sole option, and whether or not the Buyer has previously required the Seller to repair the Goods or to supply any replacement Goods or Services, to treat the Contract as discharged by the Seller's breach and require the repayment of any part of the Price which has been paid.

## **7. Title and risk**

- 7.1. Title in the goods shall pass to the Buyer on delivery of the Goods.
- 7.2. Risk shall pass to the Buyer upon and subject to the complete performance of clause 6 above.

## **8. Warranties and liability**

- 8.1. The Seller shall ensure that all the Goods shall be designed, manufactured, stored, tested and packed in accordance with all British Standards applicable to them and warrants that all the Goods are of satisfactory quality and fit for the purposes for which the Buyer intends to use such Goods,
- 8.2. The Seller shall indemnify and hold harmless the Buyer against all claims made and costs incurred or likely to be incurred by the customers of the Buyer and their sub-buyers arising out of any breach whatever by the Seller of this contract of sale.
- 8.3. The Seller warrants to the Buyer that the Services will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standards of quality as it is reasonable for the Buyer to expect in the circumstances.
- 8.4. The Seller shall indemnify and hold harmless the Buyer in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded in any legal action or by agreement against or incurred or likely to be incurred or paid by the Buyer as a result of or in connection with:
- 8.4.1. breach of any warranty given by the Seller in relation to the Goods;
- 8.4.2. any claim that the Goods infringe, or their importation, use or resale, infringes, the patent, copyright, design right, trade mark or any other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any written Specification supplied by the Buyer;
- 8.4.3. any liability under the Consumer Protection Act 1987 in respect of the Goods.
- 8.5. In the event of the recall of the Goods or manufacturer's requirement or recommendation for their modification the Seller shall forthwith provide to the Buyer complete and full information about such recall recommendation or requirement, and shall at the sole expense of the Seller provide the Buyer with every reasonable assistance (including the temporary loan of substitute Goods) to minimise disruption or the risk of disruption to the Buyer's business.
- 8.6. Neither the Seller nor the Buyer shall be or deemed to be in breach of Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Goods , if the delay or failure occurs as a consequence of Force Majeure.

## **9. Notices**

- 9.1. Any notice under or in connection with this contract of sale and purchase shall be in writing and shall be served by first class post or by hand or sent by recorded delivery or e-mail at or



to the address of the party set out in this contract or at or to such other address as may be subsequently notified by one party to the other in writing.

## **10. Third party rights**

- 10.1. The provisions of the Contracts (Rights of Third Parties Act) 1999 shall not apply to this contract and a person who is not a party to this contract shall have no right under that Act to enforce any term of this contract.

## **11. Proper law of contract**

- 11.1. This contract is subject to the law of England and Wales.

## **12. Adjudication**

- 12.1. Either party may at any time refer any dispute arising out of or under or in connection with this contract to adjudication in accordance with The Scheme for Construction Contracts (England and Wales) Regulations 1998 as amended by The Scheme for Construction Contracts (England and Wales) Regulations 1998 (Amendment) (England) Regulations 2011

## **13. Termination**

- 13.1. The Buyer shall be entitled to cancel the Order in respect of all or part of the Goods and/or Services by giving written notice to the Seller at any time in which case the Buyer's sole liability shall be to pay to the Seller the Price for the Goods or Services in respect of which the Buyer has exercised its right of cancellation, less the Seller's net saving of cost arising from the cancellation.
- 13.2. The Buyer shall be entitled to terminate the Contract without liability to the Seller by giving notice to the Seller at any time if;
- 13.2.1. the Seller makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
- 13.2.2. an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Seller; or
- 13.2.3. the Seller ceases, or threatens to cease, to carry on business; or
- 13.2.4. the Buyer reasonably apprehends that any of the events mentioned above is about to occur in relation to the Seller and notifies the Seller accordingly.

## **14. Confidentiality**

- 14.1. Both parties acknowledge that all information relating to each other's business or to that of any associated company of either of them (including the fact of and the terms of this Order) which is not already in the public domain otherwise than as a breach of these Conditions by the other party is confidential. The parties agree not to disclose the confidential information to any other person (save that the Buyer may disclose such information to other companies in the Stannah Family Holdings group of companies) and agree not to use any such confidential information for any purpose other than fulfilling the Order.
- 14.2. Each party shall be liable to the other for any unauthorised disclosure made in the course of employment or contract by any of their employees, servants and/or agents and shall take all



reasonable precautions to prevent any such disclosure, including the taking of legal proceedings.

- 14.3. The Seller shall not use any of the names, trademarks or trading names of the Buyer or of any other company within the Stannah Family Holdings group of companies nor shall it refer to the business connection at any time (whether before, after or during fulfilment of the Order) for advertising, promotion or other purposes without the prior written consent of the Buyer.
- 14.4. The Seller agrees and acknowledges that any data (including, but without limitation, data about personnel) may be and in fact will be stored and processed by the Buyer and/or by third parties employed by or in contract with the Buyer.

## **15. Assignment & Novation**

- 15.1. All orders are personal to the Seller and the Seller shall not assign sublet or transfer or purport to assign sublet or transfer to any other person any of its rights or sub-contract or any of its obligations under the Contract.

### **15.2. Assignment**

The benefits under this subcontract and/or any rights arising under it may be assigned by Stannah on two occasions including an assignment to other members of the same group of companies of which Stannah forms a part without the consent of the Purchaser on giving written notice to the Purchaser.

### **15.3. Novation**

Stannah may invite the Purchaser to execute a Deed of Novation proposing the transfer of all its rights and obligations under the contract with the Purchaser to a third party or to other members of the same group of companies of which Stannah forms a part and the Purchaser shall not unreasonably withhold consent to the novation.

## **16. Statutes**

- 16.1. All and any orders executed either under these terms and conditions or otherwise will comply with any such legislation not limited to but also incorporating The Sale of Goods Act 1979 and the Sale and Supply of Goods and Services Act 1982 as amended from time to time. The Supplier shall comply with any Act of Parliament, any instrument, rule or order made under any Act of Parliament and associated sanctions.
- 16.2. The Supplier shall have and maintain in place at all times its own policies and procedures including but not limited to adequate procedures under the Bribery Act 2010 to ensure compliance with anti-bribery and anti-corruption legislation and enforce them where appropriate.
- 16.3. The Supplier shall have and maintain in place at all times its own policies and procedures including but not limited to adequate procedures under the Modern Slavery Act 2015 to ensure compliance with modern slavery legislation and enforce them where appropriate.
- 16.4. With effect from 25 May 2018 the Supplier shall at all times comply the terms set out in Appendix A.

## **17. Appendix A**

- 17.1. Definitions





## 17.2. Data Protection Legislation:

- 17.2.1. unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then
- 17.2.2. any successor legislation to the GDPR or the Data Protection Act 1998.
- 17.2.3. Personal Data: shall have the meaning prescribed under the Data Protection Act 1998 and, from 25 May 2018, the General Data Protection Regulation 2016/679 (EU) (the GDPR).
- 17.2.4. Stannah: means Stannah Lifts Holdings Limited and any of its subsidiaries who may place the Purchase Order.
- 17.2.5. Supplier: means the Supplier named on a Purchase Order to supply goods and/or services to Stannah.

## 18. Data Protection

- 18.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 18 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 18.2. The parties acknowledge that for the purposes of the Data Protection Legislation, Stannah is the data controller and the Supplier is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
- 18.3. Without prejudice to the generality of clause 18.1, Stannah will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of this Agreement.
- 18.4. Without prejudice to the generality of clause 18.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this Agreement:
  - 18.4.1. process that Personal Data only on the written instructions of Stannah unless the Supplier is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Supplier to process Personal Data (Applicable Laws). Where the Supplier is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Supplier shall promptly notify Stannah of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying Stannah;
  - 18.4.2. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by Stannah, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be



restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- 18.4.3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- 18.4.4. not transfer any Personal Data outside of the European Economic Area unless the prior written consent of Stannah has been obtained and the following conditions are fulfilled:
  - 18.4.4.1. Stannah or the Supplier has provided appropriate safeguards in relation to the transfer;
  - 18.4.4.2. the data subject has enforceable rights and effective legal remedies;
  - 18.4.4.3. the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
  - 18.4.4.4. the Supplier complies with reasonable instructions notified to it in advance by Stannah with respect to the processing of the Personal Data;
- 18.4.5. assist Stannah, at Stannah's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 18.4.6. notify Stannah without undue delay on becoming aware of a Personal Data breach;
- 18.4.7. at the written direction of Stannah, delete or return Personal Data and copies thereof to Stannah on termination of the Agreement unless required by Applicable Law to store the Personal Data; and
- 18.4.8. maintain complete and accurate records and information to demonstrate its compliance with this clause 18 and allow for audits by Stannah or Stannah's designated auditor.
- 18.5. Stannah does not consent to the Supplier appointing any third party processor of Personal Data under this Agreement.
- 18.6. Stannah may, at any time on not less than 30 days' notice, revise this clause 18 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Agreement).
- 18.7. The Supplier shall not use any personal data for any purpose other than for the fulfilment of the Purchase Orders.
- 18.8. On completion of the supply of goods and/or services listed on the Purchase Order or termination thereof if earlier the Supplier shall return to Stannah any and all documents provided to the Supplier by Stannah which contain personal information.
- 18.9. The Supplier shall not engage another Data Processor without prior written authorisation from Stannah and ensuring compliance with any conditions attached to that consent; process Personal Data only in accordance with instructions from Stannah as set out in this Agreement or as otherwise notified by Stannah in writing.
- 18.10. In the event that the Supplier is under a legal obligation to process the Personal Data outside of the terms of this Agreement, it shall notify Stannah of that legal requirement prior to processing unless the law prohibits this.





- 18.11. The Supplier shall notify Stannah within 3 working days if it receives;
  - 18.11.1. a request from a Data Subject to exercise the Data Subject's Rights;
  - 18.11.2. a complaint or request relating to the Supplier's obligations under the Data Protection Legislation and take no further steps in relation to the same until such time that it receives written instructions to do so from Stannah.
- 18.12. In the event that the Supplier becomes aware of any unauthorised or unlawful Processing, accidental alteration, loss, destruction or disclosure of, or damage or access to Stannah's Personal Data the Supplier shall:
  - 18.12.1. record the details of the suspected incident in a security incident log and undertake an initial investigation immediately into the suspected incident;
  - 18.12.2. promptly, and within no later than 24 hours of becoming aware of the event, give written notice to Stannah with full details of such contravention and take no further steps in relation to the same until such time that it receives written instructions to do so from Stannah;
  - 18.12.3. fully co-operate with Stannah in the course of any investigation undertaken by Stannah and any subsequent corrective actions arising therefrom, including any report to and investigation by the Information Commissioners Office and/or notification to any affected individuals; and
  - 18.12.4. implement any measure necessary to restore the security and integrity of any compromised Personal Data.
- 18.13. The Supplier will co-operate and provide reasonable assistance with any proceedings or inquiry by Stannah, an affected data subject and/or the Information Commissioner or other body authorised by statute which are concerned with the Data Protection Legislation in connection with data processed under this Agreement.
- 18.14. The Supplier agrees to indemnify and keep indemnified Stannah against all costs, claims, damages or expenses incurred Stannah or for which Stannah may become liable due to any failure by the Supplier or its employees or agents to comply with any of its obligations under this Agreement.