

STANNAH STAIRLIFTS LIMITED

Standard Terms and Conditions for The Purchase of Goods or Services

1. Interpretation

1.1. In these Conditions:-

'Buyer' means Stannah Stairlifts Limited, a Company registered in England and Wales with number 1401451.

'Conditions' means the standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between the Buyer and the Seller.

'Contract' means any contract for the sale and purchase of the Goods and the supply and acquisition of the Services based on the Conditions.

'Delivery address' means the address stated on the Order.

'Goods' means the goods (if any) and includes any instalment of the goods or any part of them described in the Order.

'Order' means the Buyer's purchase order to which these Conditions are annexed.

'Price' means the price of the Goods and/or the charge for the Services.

'Seller' means the person so described in the Order.

'Services' means the services (if any) described in the Order.

'Specification' includes any plans, drawings, data or other information relating to the Goods or Services.

'Writing' includes telex, cable, facsimile transmission and comparable means of communication but not e-mail unless verified by hard copy.

1.2. Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time excluding any part of such amendment, re-enactment or extensions as could have retrospective effect to a date before the Order.

1.3. The masculine shall include any gender.

1.4. The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Basis of purchase

2.1. The Order constitutes an offer by the Buyer to purchase the Goods and/or acquire the Services subject to these Conditions.

2.2. These Conditions shall apply to the Contract to the exclusion of any other terms and conditions:-

2.2.1. on which any quotation has been given to the Buyer; or

2.2.2. subject to which the Order is accepted or purported to be accepted by the Seller.



- 2.3. Unless this Order is sent in express confirmation of an Order previously placed by telephone, fax or by other oral or electronic means and already accepted by the Seller, it is only an offer and can be withdrawn by the Buyer at any time before the Seller in writing accepts the Order.
- 2.4. No variation to the Order or these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller.

3. Specifications

- 3.1. The quantity, quality and description of the Goods and/or the Services shall, subject as provided in these Conditions, be as specified in the Order and/or in any applicable Specification supplied by the Buyer to the Seller or agreed in Writing by the Buyer.
- 3.2. 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 the Contract.
- 3.3. The Seller shall comply with all applicable regulations or other legal requirements and all relevant Codes of Practice concerning the 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 which would or may require any compliance by the Buyer.
- 3.4. The Seller shall not unreasonably refuse any request by the Buyer to inspect and test the Goods during manufacture, processing 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 inspection and testing.
- 3.5. 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 within 7 days of inspection or testing, the Seller shall take such steps as are necessary to ensure compliance.
- 3.6. Without prejudice to clause 3.3 of these 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 in the ordinary course.

4. Price of the goods and services

- 4.1. The Price of the Goods and the Services shall be as stated in the Order and, unless otherwise so stated shall be:-
 - 4.1.1. exclusive of any applicable value added tax (which shall be payable by the Buyer subject to receipt of a valid VAT invoice); and
 - 4.1.2. inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imposts or levies other than value added tax.
- 4.2. No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Buyer in Writing.



- 4.3. The Buyer shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Seller, whether or not shown on its own terms and conditions of sale.
- 4.4. The Seller shall pay all relevant taxes, levies imports and or fees including for the avoidance of doubt any import and/or export duties prior to delivery of the Goods to the Buyer.

5. Terms of payment

- 5.1. The Seller shall be entitled to invoice the Buyer on or at any time after delivery of the Goods or performance of the Services, as the case may be, and each invoice shall quote the number of the Order.
- 5.2. Invoices for Goods shall not be sent with the Goods but shall be sent by the Seller to the Buyer separately from the Goods.
- 5.3. Unless otherwise stated in the Order, or previously agreed in writing, the Buyer shall pay the Price within 60 days after:-
 - 5.3.1. the end of the month of receipt by the Buyer of a proper invoice for the Goods or the Services; or
 - 5.3.2. if later, after acceptance of the Goods or Services by the Buyer.
- 5.4. The Buyer shall be entitled to set off against the Price any sums owed to the Buyer by the Seller.

6. Delivery

- 6.1. The Goods shall be delivered to, and the Services shall be performed at, the Delivery Address on the date or within the period stated in the Order, in either case during the Buyer's usual business hours.
- 6.2. Where the date of delivery of the Goods or of performance of the Services is to be specified after the placing of Order, the Seller shall give the Buyer reasonable notice of the specified date.
- 6.3. The time of delivery of the Goods and of performance of the Services is of the essence of the Contract and delivery of Goods will only have taken place for the purposes of the Contract when the delivery is:-
 - 6.3.1. complete; and
 - 6.3.2. accompanied by the documents referred to in sub-clause 6.4 below and any instruction manual or explanatory material needed for the safe and efficient use of the Goods.
- 6.4. 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 documents which it may require.
- 6.5. If the Goods are to be delivered, or the Services are to be performed, by instalments, the Contract will be treated as a single contract and shall not be severable.
- 6.6. The Buyer shall be entitled to reject any Goods delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods until the Buyer has had



a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.

- 6.7. The Seller shall supply the Buyer in good time with any instructions or other information required to enable the Buyer to accept delivery of the Goods and performance of the Services.
- 6.8. Unless otherwise previously agreed in writing, the Buyer shall not be obliged to return to the Seller any packaging or packing materials for the Goods, whether or not any Goods are accepted by the Buyer.

7. Risk and Title

- 7.1. Risk of damage to or loss of the Goods shall pass to the Buyer upon delivery to the Buyer in accordance with the Contract.
- 7.2. The title to the Goods shall pass to the Buyer:-
 - 7.2.1. If payment for the Goods is made prior to delivery, once payment has been made and the Goods have been appropriated to the Contract;
 - 7.2.2. Otherwise, on the first to occur of:-
 - 7.2.2.1. payment by the Buyer for the Goods; or
 - 7.2.2.2. utilisation of the Goods by the Buyer in the manufacture or assembly of any product or component.
- 7.3. In the event that a Receiver is appointed in respect of the Buyer, title to any of the Goods for which the Buyer has not by then paid the Seller or its agent shall be deemed to have re-passed to the Seller absolutely immediately prior to the appointment of such Receiver.

8. Warranties and liability

- 8.1. The Seller warrants to the Buyer that the Goods:-
 - 8.1.1. will be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Seller or made known to the Seller in Writing at the time the Order is placed;
 - 8.1.2. will be free from defects in design, material and workmanship;
 - 8.1.3. will correspond with any relevant Specification or sample; and
 - 8.1.4. will comply with all statutory requirements, regulations and/or Codes of Practice relating to the sale of the Goods.
- 8.2. 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 standard of quality as it is reasonable for the Buyer to expect in all the circumstances.
- 8.3. Without prejudice to any other remedy, if any Goods or Services 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 minimis) with the Services, be entitled:-



- 8.3.1. to require the Seller within seven days to repair the Goods or to supply replacement Goods or to provide (or if appropriate to begin to provide) full satisfactory Services in accordance with the Contract; or
- 8.3.2. at the Buyer's 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.
- 8.4. The Seller shall indemnify the Buyer in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or 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 or the Services;
 - 8.4.2. any claim that the Goods infringe, or their importation, use or resale, infringes, the patent, copyright, design right, trade mark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any Specification supplied by the Buyer;
 - 8.4.3. any liability under the Consumer Protection Act 1987 in respect of the Goods;
 - 8.4.4. any act or omission of the Seller or its employees, agents or sub-contractors in supplying, delivering and installing the Goods; and
 - 8.4.5. any act or omission of any of the Seller's personnel in connection with the performance of the Services.
- 8.5. Neither the Seller nor the Buyer shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Goods or the Services, if the delay or failure occurs for reasons beyond that party's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond either party's reasonable control:-
 - 8.5.1. Act of God, explosion, flood, tempest, fire or accident;
 - 8.5.2. war or threat of war, sabotage, insurrection, civil disturbance or requisition;
 - 8.5.3. Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
 - 8.5.4. import or export regulations or embargoes;
 - 8.5.5. strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of either the Seller or the Buyer or of a third party);
 - 8.5.6. difficulties (not caused by any neglect or omission by the Seller) in obtaining raw materials, labour, fuel, parts or machinery;
 - 8.5.7. power failure or breakdown in machinery not caused by any neglect or omission by the Seller.

9. Termination

- 9.1. Buyer shall be entitled to cancel the Order in respect of all or part only of the Goods and/or the Services by giving notice to the Seller at any time prior to delivery or performance, in which event 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 cancellation.

- 9.2. The Buyer shall be entitled to terminate the Contract without liability to the Seller by giving notice to the Seller at any time if:-
- 9.2.1. 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
 - 9.2.2. an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Seller; or
 - 9.2.3. the Seller ceases, or threatens to cease, to carry on business; or
 - 9.2.4. 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.

10. Confidentiality

- 10.1. 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.
- 10.2. 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.
- 10.3. 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.
- 10.4. 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.

11. General

- 11.1. The Seller shall ensure that any person employed by it or contracted to it who enters onto the premises of the Buyer or of any other company within the Stannah Family Holdings group of companies receives and complies with the safety rules and with the procedures and working practices in force from time to time of the Buyer and any other reasonable instructions given by or on behalf of the Buyer.
- 11.2. 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 or Services (including such documents as are necessary for tracing the Goods and all parts thereof for a



minimum of six years following Delivery and furthermore shall procure that any suppliers to the Seller of the Goods shall do likewise.

- 11.3. 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 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.
- 11.4. The Buyer is a member of the group of companies whose holding company is Stannah Family Holdings Limited, and accordingly the Buyer may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group, provided that any act or omission of any such other member shall be deemed to be the act or omission of the Buyer.
- 11.5. The Order is personal to the Seller and the Seller shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Contract.
- 11.6. Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified for this purpose pursuant to this provision to the party giving the notice.
- 11.7. No waiver by the Buyer of any breach of the Contract by the Seller shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 11.8. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby.
- 11.9. Any dispute arising under or in connection with these Conditions or the sale of the Goods and/or the Services shall be referred to arbitration by a single arbitrator appointed or (in default) nominated on the application of either party by the President or Chairman for the time being of the Lift and Escalator Industry Association in accordance with the rules and laws of England relating to arbitration.
- 11.10. The Contract shall be governed by the laws of England, and subject to clause 11.9 the Seller agrees to submit to the exclusive jurisdiction of the English courts.