

## **Terms of Use**

This page (together with any document referred on it) tells you the terms of use of which will apply to you.

### **Law and Jurisdiction**

You and Universal Elevators Ltd agree that your use of this site, and these terms of conditions shall be governed by all aspects in the English law and the English courts shall have exclusive jurisdiction in the event of any dispute, claims or other matters arising out of your use of this site or the information appearing on it. As a client the relevant signed contract(s) will take precedence over any and all other stipulations.

### **Hypertext links**

If you wish to create a Hypertext link to this site, you may only do so provided that you a) receive the prior written consent of a Director of Universal Elevators Ltd and b) you ensure that it connects to our home page (as amended from time to time by us). We reserve the right to withdraw this agreement at any time upon notice to you following which you must immediately remove any and all links to our site(s).

### **Transmitted Materials**

All materials or information transmitted to our site(s) by any means by persons other than us will be treated as non-confidential and non-proprietary to the intent that it may be disseminated, stored and used by Universal Elevators Ltd, our associated or affiliated companies for any purposes whatsoever. We also have the right to disclose your identity to any third party who is claiming that any materials posted or uploaded by you to our site constitutes a violation of their intellectual rights or to their right to privacy. Posting or transmission to or from this site of threatening, defamatory, obscene, profane, pornographic or offensive materials or any other information that could result in criminal or civil action is expressly prohibited.

### **Viruses, Hacking and Other offences**

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs, or other materials which is malicious or potentially technologically harmful. You must not attempt to gain unauthorised access to our site(s) or to the server on which our site(s) are stored, or any server, computer or data base connected to our site. You must not attack our site via any form of denial-of service attack. By breaching this or other provisions you may be committing a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant Law Enforcement Authority and we will co-operate with those authorities by disclosing your identity and any other data we have to them. In the event of such a breach your right to use our site(s) will cease immediately.

We will not be liable for any problem, issue, virus or other negative incident however it may impact you or your systems by your use of our site or our materials.

## Client Terms & Conditions

These conditions are the general conditions of contract between Universal Elevators Ltd (hereinafter called "The Supplier") of the one part and the client or purchaser specified (hereinafter called "the Purchaser") of the other part which together with those terms specified, constitute the contract between them. These conditions shall apply to any contract made between the Supplier and the Purchaser unless expressly excluded in writing.

### 1 TERMS OF PAYMENT

- 1.1 The price to be charged for any work as specified in any contract or quotation ("the contract price") is strictly of the net cash amount unless otherwise stated and is exclusive of UK Value Added Tax or any similar or other taxes, levies or duties. Unless otherwise agreed in writing, payments shall be made by the Purchaser to the Supplier within 28 days of the due date or dates in accordance with the following schedule, and upon the expiration of any such period without the payment due being made then it shall be considered overdue.
  - 1.2 Any price quoted by the Supplier shall be an estimate only and shall not constitute an offer to the Purchaser capable of being accepted. The contract shall be confirmed in writing by the Supplier following receipt of the Purchasers order.
  - 1.3 All sums due to the Supplier from the Purchaser under the contract shall be paid without any set-off or counterclaim.
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- 2 In the case of a contract for more than one lift, or other unit which are to be supplied and installed contemporaneously the terms of payment set out above shall apply as though there were a separate contract in respect of each such lift or other unit. Should the Purchaser not accept delivery or if the Purchaser will not allow or fails to take all such steps as are within its power to facilitate commencement or completion of installation or works when such lift or other unit is available, payment shall become due as if delivery had been made or after installation or works would have commenced or been completed as the case may be. A notice from the Supplier to the Purchaser confirming that installation would have commenced or been completed on a particular date shall be conclusive evidence to that effect.
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- 3 The supplier shall be entitled to charge interest both before as well after any judgment at the rate of 2% per month above the Bank of England base rate or in accordance with your contract (whichever is the lower) should any account be overdue for a period of more than 28 days from the invoice submission dates.
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- 4 All goods or materials (including, without limiting the generality of the foregoing, any lift or other unit) supplied by the Supplier, its employees, agents or sub contractors (whether incorporated into any structure so as to become a fixture or otherwise) shall remain the property of the Supplier until full payment of the contract price and it or its employees, agents or sub-contractors shall be entitled in the event of the Purchaser failing to pay within 28 days of the due date for payment (as aforesaid) without prejudice to any other remedy in equity or at common law, to enter the premises where such goods or materials may then be and remove the same at the cost and expense of the Purchaser. Any disposition by the Purchaser of any such goods or materials shall be a breach of contract by the Purchaser and any sums received by the Purchaser as a result of such disposition shall be held by the Purchaser in trust for the Supplier.

- 5 Notwithstanding the foregoing, payment with order or against pro-forma invoice may be required at the discretion of the Supplier.
- 6 All prices will be subject to variation in respect of any additional cost arising by virtue of any statute, regulation or order issued by any Government Department or other duly constituted authority or in the event of the Purchaser requesting that any additional work should be done (including the opening up for inspection or the testing of any work).
- 7 Any variation of the contract price may be invoiced immediately following the amount thereof having been ascertained and such amount shall be payable forthwith. The provisions of clause 3 above (in respect of interest payable on overdue accounts) shall apply to any payments due under this clause should they be overdue for a period of more than 28 days from invoice date.

## **8 IMPORTED MATERIALS**

The contract price where appropriate allows for the cost of importing materials based upon the rates of exchange, tax or duty prevailing at the date of this contract. In the event of any change in such rate of exchange, tax or duty between the date of his contract and fourteen days after receipt by the Supplier of sufficient payment from the Purchaser to settle the overseas debt (including any tax or duty) the Supplier reserves the right to make an appropriate adjustment to the contract price.

## **9 GUARANTEE**

- 9.1 The Supplier hereby warrants the material and workmanship of the lifts or other units supplied by it under this contract and it will make good any defects not due to ordinary wear and tear which may develop within six months from the date of completion of each lift or other unit unless such defects are caused by improper use or operation of the lifts or other equipment.
- 9.2 The above guarantee shall only apply if at completion the servicing is carried out by the Supplier.
- 9.3 It is a condition of the above guarantee that the Purchaser shall ensure that all accessible parts of the lifts or other components are kept clean and that no person modifies, adjusts or interferes with such lifts or other units without the Suppliers prior approval in writing.
- 9.4 The benefit of the above guarantee shall ensure only for the Purchaser and it shall not be sold, assigned, transferred or otherwise dealt with.

## **10 GENERAL LIABILITY**

- 10.1 The Supplier will indemnify the Purchase against direct damage or injury to its property or person that of others to the extent directly caused by the failure of the Supplier to carry out its obligation under the contract and/or by the negligence and/or breach of statutory duty of the Supplier in performing the work the subject of the contract and the Suppliers liability shall be limited to making good such direct damage to property or compensating such direct damage or for personal injury provided that the Suppliers total liability for such damage shall not exceed £5,000,000 or other amount as designated by the Suppliers insurance policies. The Purchaser shall indemnify and keep indemnified the Supplier against all such liabilities in excess of the said amount. This amount may be subject to change at any time and may not be documented here and the Purchaser must check the amount of liability prior to agreeing all works.

- 10.2 Save as aforesaid the Supplier shall not be under any liability whatsoever by reason of any failure on its part to carry out its obligations under the contract and/or by reason of negligible and/or breach of statutory duty on the part of the Supplier or any employee or sub-contractors of the Supplier be under any liability whatsoever for any injury, damage or loss of any kind attributable to such failure.
- 10.3 The Supplier shall not be liable for any loss, damage or delay nor for any consequence of any such loss, damage or delay arising from any cause whatsoever beyond its reasonable control nor in respect of any malfunction of or defect in or failure of any lift or other unit or any loss of the use of any lift or other unit. The Supplier will not under any circumstances whatsoever be liable for any consequential loss or damage however caused.
- 10.4 The Supplier shall not be liable for and the Purchaser shall indemnify and hold it harmless against any claim for loss or damage to any property directly or indirectly occasioned by or arising from the use or operation (other than by the Supplier) or possession of any lift or other units and from and against any claim in accordance with the Suppliers operating instructions and manuals or any delay or any failure by the equipment supplier to supply any required information or misuse by or on the part of the Purchaser or by any persons other than the Supplier.
- 10.5 The Purchaser indemnities (as above) shall extend to any liability, costs, expenses or other obligations suffered or incurred by the Supplier and shall continue in force notwithstanding the termination of the relevant contract or works.
- 11 The Purchaser shall not use or permit to be used the whole or any part of any lift or other unit that is subject of this contract before it has been completed, tested and formally delivered by the Supplier and in the event of any such unauthorised use the Supplier shall not be liable for any loss or damage (including death or personal injury) arising there from and the Purchaser shall indemnify and keep indemnified the Supplier in respect thereof.
- 12 Any waiver by the Supplier of any of its rights hereunder shall only be effective if made in writing and shall not affect any other of its rights in respects of the same or any similar matter other than as expressly set out.
- 13 This contract shall be governed by English law.