

CONDITIONS OF SALE

1. All and any business undertaken by Sassi Lift Systems Limited (herein after called "the Company") is transacted subject to the conditions herein after set out each of which shall be deemed to be incorporated in and to be a condition of any agreement between the Company and its customers. Any variation of these conditions is inapplicable unless accepted in writing by the Company.
2. Customers entering into transactions with the Company expressly warrant that they are authorised to accept and are accepting these conditions not only for themselves but also as agents for and on behalf of all other persons who are may thereafter become interested in the Company's goods or products whether in whole or part.
3. Any orders instructions and requests placed with or given to the Company may in the absolute discretion of the Company be complied with by the Company itself by its own servants or agents performing part or all of the relevant services or manufacturing processes or by the Company employing or instructing or entrusting the services manufacturing processes goods or products to others (or whatever purpose on such conditions as such others may stipulate to perform part or all of the aforesaid functions including the carriage shipping or transportation of part or all of the goods or products whether complete or not and the customer agrees for itself its servants agents or nominees that any such conditions shall be binding upon them as if the customer had directly employed instructed and or placed the or any order with any such person as the Company may employ in any transactions undertaken by the Company on behalf of its customer.
4. All prices quoted by the Company shall be ex UK warehouse unless otherwise stated and are subject to the right of withdrawal or revision by the Company without notice the Company also reserving the right to vary invoices accounts and statements submitted to the Customer its servants agents or nominees as a consequence of any currency rate or other changes outside its control.
5. Where a period is specified in which delivery is to take place and such period is not extended the customer shall take delivery within such specified period and accept the Company's invoice for payment the Company reserving the right to vary the delivery period at its absolute discretion and without being liable for loss.
6. Where specifications are required the customer shall supply such specifications in reasonable time to enable the Company to complete manufacture and delivery within the specified period.
7. All goods and products manufactured and or sold by the Company shall as far as is practicable comply with specification and or the range set out from time to time in the catalogue of the Company and/or any quotation supplied by the Company save that the Company cannot be held responsible for any defects in respect of any parts goods products or descriptions and details in or on any literature supplied by the Company.
8. The Company reserves the right to vary its catalogue and or the information detail and descriptions therein or in any quotation provided by it without notice and further gives no warranties implied or otherwise that any goods or products are available for immediate transmission or delivery to a customer.
9. The Company gives no warranty in respect of any goods or products or parts thereof whether or not manufactured or supplied by the Company save for any warranties that may be imposed upon it by statute.
10. In the event of any goods supplied by the Company being found to be defective the Company shall subject herein after provided be responsible only for the repair or (at its discretion) replacement of the goods free of charge for labour and materials. All other claims (including claims for consequential loss but excluding claims for death or personal injury) relating to any express or implied warranties as to merchantable quality and fitness for purpose of the goods shall be excluded. The liability of the Company hereunder shall cease after expiry of 12 months from the date of delivery and shall in any event only arise on condition that:
 - (a) the goods shall not have been overloaded nor had any improper use been made of them.
 - (b) the goods shall have been installed in accordance with the wiring and installation instructions provided and the company shall have been given access to verify the same.
 - (c) the correct electrical supply specified shall have been used.
 - (d) no repairs shall have been made to the goods otherwise than by the Company or its authorised agent.
 - (e) the goods shall have been returned, carriage paid to the Company.
11. The Company will not accept any liability for loss or damage to the goods and products sold and/or manufactured by the Company during the course of the delivery of such goods and products to the customer unless it shall be proved that any such alleged loss or damage occurred when the goods were in the care and control of the Company pending delivery and under its actual custody. In the event that any alleged loss or damage occurs the customer shall be bound by these conditions and the conditions of any carrier forwarder or other subcontractor of the Company as herein before referred to material to the circumstances in which the alleged loss and damage (if any) arises.
12. Any claims regarding quantities and/or loss and/or damage in transit shall only be considered if made within seven days from receipt of the goods or seven days of receipt of the invoice or within twenty-one days of the date on which the goods should have been delivered whichever is soonest. In the case of damage in transit and on specific instructions from the company the customer shall return the goods securely packed in the original packing carriage paid quoting the customers advice note giving the reason for return and the number and the date of the company's invoice.
 - (a) The Company will not accept any liability for goods lost or damaged when dispatched to the customer in the post.
13. Until full payment has been received by the Company for all goods whatsoever (herein after in this clause called "the goods") supplied by the Company to the customer under this or any other contract:
 - (a) property in the goods shall remain in the Company.
 - (b) subject to sub-paragraph (c) hereof, the customer shall be at liberty to sell the goods in the ordinary course of business provided that the proceeds of any such sale shall belong to the Company and the customer shall account to the Company thereof on demand.
 - (c) The Company may by notice in writing to the Customer revoke the customer's power of sale in any of the following circumstances.
 - (i) the customer defaults in the payment of any sum due to the Company under this or any other contract and such sum remains outstanding for more than 14 days after the date on which such sum fell due for payment or
 - (ii) an encumbrance takes possession or a receiver is appointed of any part of the assets of the customer; or
 - (iii) a petition is presented or notice is given of a resolution to wind up the customer (otherwise than for the purpose of reconstruction or amalgamation); or
 - (iv) the customer makes any arrangement or composition with its creditors or commits any act of bankruptcy; or
 - (v) the customer is unable to pay its debts within the meaning of Section 223 of the Companies Act 1948 or any statutory modification or re-enactment thereof.
 - (d) upon determination of the customer's power of sale pursuant to sub-paragraph (c) hereof the customer shall place the goods at the disposal of the Company who shall be entitled to enter upon the premises of the customer for the purpose of removing the same.
14. The Company shall not in any case be liable for loss damage or delay of any kind or description arising from Act of God riots Civil commotion strikes lock out stoppages or restraints of trade from any cause whether partial or general; any consequence of war, invasion, act of foreign enemy hostilities (whether war be declared or not) Civil War, rebellion, insurrection, military or usurped power or confiscation, requisition, destruction of or damage to property by or under the order of any government or public or local authority, legal seizure, inherent liability to wastage in bulk or weight, latent or inherent defect, vice or natural deterioration of the goods or products and failure of the customer to take delivery within reasonable time in any case without prejudice to the rights of the Company already accrued.
15. If the customer shall default in any of his material obligations to the Company or commit any breach of the terms of any contract entered into by the Company with the customer or any agent or nominee of the Company then the Company shall have the right to terminate without notice any agreements orders or obligations of any description and invoice the customer or any work performed and expense incurred, including any loss of profit forthwith and the customer shall pay any such invoice so rendered in accordance with the applicable clauses hereof.
16. The Company shall also have the right to determine any agreement arrangement order or other obligation whether contractual or not in the event that the customer shall make or offer to make any arrangement or composition with creditors, commit any act of bankruptcy, or if any Petition or Receiving Order in bankruptcy shall be presented and made against the customer and in the event that the customer is a limited Company as defined by statute then if any resolution or Petition to wind up (other than for the purposes of amalgamation or reconstruction) shall be passed or presented or if a Receiver of the customers undertaking property or assets or any part thereof shall be appointed the Company shall have the right of determination on the terms herein before expressed.
17. The Company further reserves unto itself the right to terminate any agreement, arrangement, contract order or other relationship entered into at any time and in particular if it shall come to the Company's notice that the credit worthiness of the customer is such as to imply that the customer may not be able to meet its or their commitment to the Company.
18. All goods and products of the customer whether manufactured by the Company or not and documents relating to such goods or products shall be subject to a particular and general lien and right of detention for monies due either in respect of such goods or products or for any particular or general balance or other monies due from the customer to the Company. If any monies due to the Company are not paid within one calendar month after notice has been given to the customer that such goods are being detained they may be sold by auction or otherwise at the sole discretion of the Company and at the expense of the customer and the proceeds applied in or towards satisfaction of such indebtedness.
19. "The Company shall be entitled to charge interest on late payment as provided for in the Commercial Debts (Interest) Act 1998".
20. All agreements between the Company and its customers shall be governed by English law and within the exclusive jurisdiction of the Courts of the United Kingdom.