



Terms and conditions for the purchase of goods and services

The following definitions apply in these Conditions:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Commencement Date: has the meaning given in clause

Company Armill Lift Trucks Ltd

Contract: the contract between the Company and the Supplier for the supply of Goods and/or Services in accordance with these Conditions.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of Control shall be construed accordingly.

Company Materials: has the meaning given to it in clause

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time

in the UK including the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Deliverables: all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

Delivery (of Goods): has the meaning given to it in Section

Delivery Location: has the meaning given in clause.

Goods: the goods (or any part of them) set out in the Order.

Goods Specification: any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Company and the Supplier.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trademarks and

service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing

off, rights in designs, rights in computer software, database rights, rights to use, and protect the

confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual

property rights, in each case whether registered or unregistered and including all applications and rights to

apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all

similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Standards: any applicable British or international standard, specification or code of practice issued by any applicable standards institution current at the date of the Order.

Statement of Work: means a schedule of Services to be provided in accordance with these Terms and

Conditions detailed under a Purchase Order.

Services: the services, including any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification, if applicable.

Service Specification: any description or specification for Services agreed in writing by the Company and the Supplier.

Supplier: the person or firm from whom the Company purchases the Goods and/or Services.

Terms: these terms and conditions as amended from time to time

Basis of contract

The Order constitutes an offer by the Company to purchase Goods and/or Services from the

Supplier in accordance with these Conditions.

The Order shall be deemed to be accepted on the earlier of:

the Supplier issuing written acceptance of the Order; or

any act by the Supplier consistent with fulfilling the Order,

at which point and on which date the Contract shall come into existence

(Commencement

Date).

The Contract will be upon these Terms and Conditions, to the exclusion of all other terms and

conditions and all previous oral or written representations, including any terms or conditions

which the Supplier purports to apply under any acknowledgement or confirmation of order,

quotation, specification, delivery note, invoice or similar document, whether or not such

document is referred to in the Contract. Nothing in this Section will exclude any liability

which one party would otherwise have to the other party in respect of any statements made

fraudulently.

These Conditions shall apply to the supply of both Goods and Services except where the

application to one or the other only is specified.

Each quotation for Goods and/or Services from the Supplier will be deemed to be an invitation

by the Supplier to sell and/or supply the Goods and/or Services to the Company based on these Conditions. All quotations provided by the Supplier, including the price provision, will remain open for 30 days from its date.

The Supplier may not cancel any Contract. The Company is entitled to cancel the Contract in whole or in part by giving written notice to the Supplier (i) at any time prior to delivery of the Goods; or (ii) at any time whether before or during performance of the Services, and in either case the Company's sole liability will be to pay to the Supplier fair and reasonable compensation for work-in-progress at the time of cancellation, but such compensation will not include loss of profits (whether direct or indirect and whether actual or anticipated) or any indirect or consequential loss.

Specification

The quantity, quality and description of Goods, and any applicable Service levels and/or service credits, will be as specified in the Goods Specification and/or the Service Specification. Precise conformity of the Goods or Services with the applicable Goods Specification or Service

The parties may at any time by written agreement make changes in writing relating to the Order. If such changes result in an increase the company will be informed shall inform the Supplier and the Supplier shall take such remedial action as is necessary to ensure compliance.

Delivery of Goods

The Supplier shall ensure that the goods are properly packed and secured in such manner as to enable them to reach their destination in first class condition; Title and risk in the Goods shall pass to the Company on delivery of the goods. The Supplier shall not be liable if and to the extent that:

The Company alters or repairs any Goods without the consent of the Supplier;
The defect arises as a result of fair wear and tear or due to the Company's wilful damage or negligence.

Services

The supplier will observe all health and safety rules and regulations and any other security requirements that apply at any of the Company's premises and leave the premises over which they have exercised any degree of control or occupancy in a safe and secure condition when departing; at all times comply with the lawful instructions of any authorised representatives of the Company;

The Company will provide any access to any of the Company's premises made available to the Supplier in connection with the relative task.

The company to pay the supplier for any and all chargeable services within the agreed payment terms as state on any invoice/quotation

If the Company fails to make any payment of any undisputed sum due to the supplier the supplier reserves the right to remove any equipment/parts that have not been settled without penalty to the supplier
insurance and public liability insurance to cover the liabilities that may arise under or in connection

Each party undertakes that it shall not at any time during which information is confidential in nature, disclose to any person any confidential information concerning the business, affairs,

customers, clients or suppliers of the other party, except as permitted in writing unless for the purposes of the Supplier carrying out agreed tasks.

Maintain complete and accurate records and information on the customer and equipment.

The Company can request that records are deleted in writing in the event of any business termination.

The Company cannot approach or solicit the suppliers employees to carry out any unauthorised tasks.