

1. Definitions and Interpretation

The Company is Central Platform Services Ltd (Trading title CPS Lift.com) Registered in England No 06464456
Registered Office & Works 6 Data Drive, South Kirkby Business Park, Pontefract, West Yorkshire. WF9 3FD
All references have the same meaning - singular/plural, male/female.

2. Application of Terms and Conditions

- 2.1 These Terms & Conditions will apply to all Sales Transactions with the Company relating to the supply of Spare Parts, Services and New or Used Equipment, or any combination of the preceding transaction types.
- 2.2 All Orders for Parts or Services must be covered by an official order at the point of placing the order.
- 2.3 Order acceptance by the Company will only commence upon receipt of an official order, this action confirms acceptance by the Customer of these Terms & Conditions.
- 2.4 Credit Terms will only be offered to pre approved Credit Account holders. The Company reserves the right to withdraw this facility at any time.
- 2.5 These terms may not be altered or varied unless by prior written agreement signed by a Director of the Company. No Terms or Conditions delivered or included with the Official Order from the Buyer will form part of the Contract.

3. Provision of Services

- 3.1 **Quotations for repair work are valid for 30 days:** these are calculated from the condition of the unit prior to disassembly, whilst the Company will use its best endeavours to forecast accurately these costs, they cannot be guaranteed simply because disassembly of complex machines often reveals further items that require repair. If this situation arises the customer may decide not to proceed with the repair. However, the customer remains liable for the disassembly (and any reasonable reassembly costs) up to the point of work ceasing.
- 3.2 **Stoppage of Work – Repair or Thorough Examination:** the Company has absolute discretion to stop work on the grounds of safety due to the dangerous condition of a machine or because the necessary technical information or suitable spare parts are not available. In the event of either of the above situations the customer remains liable for the work up to the point of stopping. The travel costs to & from site remain chargeable.
- 3.3 **Warranty Period on Repair Work:** 3 months on "In Service" repairs from the release date of the machine. This is limited to the work carried out. If other items or the general condition of the unit relative to the area of repair has caused consequential damage or deterioration the warranty will be void. Only parts supplied & fitted by the Company will carry warranty which will be subject to the Manufacturers Terms & Conditions and their acceptance of a warranty claim. Lack of maintenance, misuse, abuse or vandalism will void the warranty.
- 3.4 **Transportation costs:** are not covered to and from the Company premises for equipment undergoing Warranty repairs unless specifically authorised by the Manufacturer or a Director of the Company.
- 3.5 **Security and Safekeeping of machines at Owners Risk whilst on the Company Premises**
The Company will use its best endeavours to keep Customers machines safe and secure whilst on the Company premises which are securely locked overnight. However liability will not be accepted for loss or damage including complete or partial loss, for example but not limited to, fuel/oil or loose equipment. The Company reserves the right to charge reasonable storage rates on a daily basis for machines left after notification of completion of work.

4. LOLER Inspections

- 4.1 LOLER Thorough Examination and/or Load Test Certificates are machine specific by Serial Number and are not transferable. Right of Title of the Thorough Examination (LOLER) Certificate remains with the Company until the Invoice is paid in full, should the debt remain outstanding the Company will request the return of the Certificate.
- 4.2 **Defects:** any defects disclosed during the Examination will result in either the machine being declared **Unsafe to Use or Repair within a Specified Time Period**, if the owner elects to repair any defects notified (either by own account or by a third party repairer) the liability to repair to a safe standard and within the stated time period remains with the Owner not the Company. In the event of an **Unsafe to Use** defect the Company will require written evidence (either a job card or copy invoice from a third party) from the Owner that the necessary work has been carried out to a safe standard before a valid LOLER certificate will be issued.
- 4.3 As a courtesy service the Company will endeavour to issue a 6 monthly due date reminder, this is not guaranteed and the Customer retains the liability to ensure compliance with the LOLER & PUWER regulations.
- 4.4 Any machine presented to the Company for Thorough Examination is deemed to be in a usable condition with sufficient Fuel or Battery Charge and Hydraulic Oil to enable the machine to work to its full extent, any shortcomings found will be additionally chargeable. All Thorough Examinations & Load Testing is carried out strictly in accordance with the Manufacturers recommendations. No Liability will be accepted by the Company for any component failure during the Thorough Examination or Load Test whether directly or indirectly associated with the examination itself, for the avoidance of doubt this could be, but is not limited to, chassis components.
- 4.5 The condition of the machine on the day of the Thorough Examination determines the Pass or Fail criteria; it does not mean that a defect will not become apparent during the following 6 Months. The owner has a statutory duty under both LOLER and PUWER regulations to carry out pre-use, daily and in-service safety checks and routine maintenance.

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- 4.6 Any advice given during the Thorough Examination is based on our Engineer's knowledge and experience taking into account machine age, usage and environment, however, any opinion expressed is that of the Engineer and is not to be taken as the opinion of the Company, further clarification will always be given upon request to the Company.
5. **Acceptance of On Site Repair or Inspection Work**
At the end of all On Site Repair or Thorough Examination work the Customer or his Representative must sign the job card confirming that the work has been completed. The Customer has responsibility to provide an authorised representative.
6. **Provision of a Service Engineer**
The Company will provide a Service Engineer to Customers premises or sites to cover (for example, but not limited to) short term holiday or sickness periods, this is not to be regarded as a sub-contract as the Engineer remains an employee under the direct control of the Company on a daily basis. The rate for such work including travel will be negotiated prior to the start of the period.
7. **Competency of Service Engineers**
All Service Engineers employed by the Company regularly attend major Manufacturers training courses however it is not possible to cover all types of machine due to the number of low volume equipment in service in the UK. This also applies to manufacturers that are no longer in existence or machines that are obsolete and unsupported by the manufacturer. Repair services will only be offered in these circumstances on the strict understanding that should it not be possible to complete a repair this will in no way constitute that the service engineer was not competent and the Customer will be liable for all work carried out and travelling costs to and from site.
8. **Supply of New/Used Machines, Spare Parts, Cancellation of Orders and Delivery**
- 8.1 **Orders for New Machines** may not be cancelled after the expiry of 5 working days following acceptance of order by the Company. The Buyer shall remain liable for the entire costs of the machine ordered and all non recoverable costs incurred by the Company in fulfilling the order.
- 8.2 **Spare Parts orders:** stock items may be accepted for return but will be subject to a 20% handling charge. Non Stock items are not returnable.
- 8.3 Delivery dates are given in good faith according to the information given by the Manufacturer at the time of placing the order. The Company cannot accept liability for delayed delivery caused by circumstances beyond the Company's control.
- 8.4 New/Used Machine delivery is Ex Works unless alternative arrangements are made with the Company.
9. **New or Used Equipment Warranty**
- 9.1 **New Equipment Warranty Liability:** where the Company is acting as the Service Partner of the Manufacturer the Warranty Liability remains between the Sales Agent and the Customer.
- 9.2 **New Equipment Warranty Liability:** where the Company is acting as the Seller a Collateral Contract will exist between the Purchaser and the Manufacturer with regard to warranty. The Manufacturer's decision regarding acceptance or rejection of a warranty claim is final and binding.
The Company will not accept liability for Warranty claims rejected by the Manufacturer.
- 9.3 **Fully refurbished** equipment includes 3 months warranty, not including transportation costs.
- 9.4 **Used equipment** is "Sold as Seen" with no warranty given or implied.
- 9.5 **Reimbursing Warranty Work** the Company will not accept invoices from 2nd or 3rd parties for carrying out deemed warranty repairs without prior written agreement. A Warranty Repair Order Number will be issued when a warranty claim is authorised, this must be quoted on all invoices subsequently raised.
10. **Quotations for Spare Parts or New/Used Machine Sales**
- 10.1 Quotations for spare parts are valid for 30 days from the date of quotation.
- 10.2 The Company retains the right to amend the final invoice price of high value items that are subject to Euro/GBP exchange rate variations.
- 10.3 Quotations for new/used machine sales are valid for 30 days from the date of quotation.
11. **Payment Terms**
- 11.1 **Parts & Services:** strictly 30 days from date of Invoice unless agreed in writing by a CPS Director.
In the event of a disputed invoice the Customer may not withhold payment on other undisputed invoices.
Overdue Payments will accrue an interest charge of 4% above Barclays Base Rate per day.
- 11.2 **Equipment Supply:** cleared funds prior to release of equipment. Or as per credit terms agreed at point of sale.
- 11.3 **Acceptance:** the Buyer has 14 days to accept delivery of the machine following notification of the delivery date.
- 11.4 **Credit & Debit Card Transactions:** all card transactions incur a 3.5% surcharge.
12. **Non-Delivery of Goods and Services**
- 12.1 No liability can be taken by the Company in the event of a Manufacturer being unable to supply any spare part.
- 12.2 **Completion dates of repairs:** whilst the Company will use the best endeavours to forecast completion dates these cannot be guaranteed simply because dismantling complex machines may well reveal further items that require repair.

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- 12.3 **Old or Obsolete machines:** the Company may, on occasion, undertake work on old or obsolete machines, disassembly of the machine may reveal the need for spare parts and/or technical information which is no longer available, this may prevent the machine being repaired to a safe and serviceable condition, in this case if the owner retrieves the machine it is on the strict understanding that the machine is no longer safe to be used and will have a "Prohibition of Use" Notice placed on it in accordance with LOLER Regulations 1998. The Company is also required to notify the HSE of a machine in a dangerous condition under the LOLER Regulations. The Customer is liable for the repair costs to the point of work stopping.
- 13. Retention and Assignment of Title**
- 13.1 All Spare Parts remain the property of the Company until paid for in full. Title may not be passed or assigned to any third party under any circumstances. The Company retains the right to remove and recover of any such spare parts at additional cost where payment remains outstanding.
- 13.2 New or Used Machines supplied on agreed credit terms remain the property of the Company until paid for in full, title may not be passed, assigned or assimilated by any third party under any circumstances. Until title of the items referred to in 12.1 & 12.2 above the Buyer will hold such items on a Fiduciary basis as a Bailee to the Company.
- 13.3 The Buyer's Right to Title terminates immediately if a Bankruptcy Order or Liquidation (Voluntary or Compulsory) is made.
- 14. Warranty on Spare Parts Supply Only**
Strictly subject to the Manufacturers time period and their acceptance of the warranty claim.
Faulty components must be returned to the Company without delay at the customer's expense.
Manufacturers Warranty does not include recompense of travelling or shipping costs.
- 15. Customer's Obligations When Fitting Supplied Spare Parts**
Claims will not be considered if the part has not been fitted in accordance with the manufacturer's instructions and/or good engineering practice
- 16. Liability for Consequential Losses**
The Company will not be liable for any claims from the Buyer for indirect or consequential losses or damage whatsoever arising from or in connection with the Contract.
- 17. Confidentiality**
Quotations in full or part may not be passed to third parties under any circumstance.
The Company's Intellectual Property such as designs (but not limited to) may not be copied or passed on to third parties.
- 18. Communications & Disputes**
All communications regarding warranty or disputed Invoices must be in writing or email to a Director of the Company.
Any disputes must be notified to the Company within 7 days of receipt of invoice.
- 19. Force Majeure**
Within these Terms & Conditions a Force Majeure means an event or circumstance initiated by natural causes (Act of God) or another person or organisation which is beyond the company's reasonable control, resulting in, or causing, a failure to perform any obligation under any Contract with the Company. The Company will notify the other party of any such event without unreasonable delay, if the delay to perform contractual obligations exceeds 30 days the other party will be released from the contract if so desired.
- 20. Third Party Rights**
Any company or organisation who is not a party to these terms and conditions has no right under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party that exists or is available apart from that Act.
- 21. Law and Jurisdiction**
English Law will apply to all Contracts with the Company.