

Terms and Conditions for Sale and Supply of Goods and Services

These terms and conditions will supersede any other terms and conditions which the customer purports to apply in any document, purchase order or acknowledgement of order. A customer's terms and conditions will not form part of the contract by simply being referred to in any document. Any variation to Elevate Storage Solutions Ltd terms and conditions will only form part of the contract if agreed in writing and signed by at least one director. In all other cases, these are the only terms and conditions upon which Elevate Storage Solutions Ltd are prepared to deal with the customer.

1 - Definitions:

Customer	Shall mean any Person, Corporation, Organisation or Company contracting to purchase any goods or services from the company.
Company	Shall mean Elevate Storage Solutions Limited.
Conditions	Shall mean the Company's terms and conditions for sale and supply of goods set out below.
Order	An acknowledgement by the customer to purchase specific goods and or services from the company, confirming the goods and quantities to be supplied.
Contract	Shall mean the agreement between the Customer and the Company for the sale and supply of goods, as set out in the order and accepted by Elevate Storage Solutions Ltd incorporating these terms and conditions.
Purchase Price	Shall mean the sum of money payable for the goods / services by the customer
Site	Shall mean the address specified by the Buyer to which delivery of the materials shall be made by the Company.
Goods or Materials	Shall mean the storage solutions products and all parts and accessories sold by Elevate Storage Solutions Ltd pursuant to these terms and conditions.
Services	Shall mean any non-goods related items including (but not limited to) labour, transport and site surveys.
Invoice	Any invoice raised by Elevate Storage Solutions Ltd and issued to the customer for the sale and supply of goods and services.

Delivery note	A document accompanying the goods and detailing the goods / services supplied to the customer. This includes a third party carrier's delivery note that may not detail specific goods or services supplied.
Works	Shall mean all the Materials to be supplied and the work, labour and services to be done by the Company under the Contract.

2 - Description of Goods and Services:

- 2.1 The quantity and description of goods and services will be set out in Elevate Storage Solutions Ltd's quotation. Elevate Storage Solutions Ltd have the right to vary the actual goods supplied to customer, so long as the goods / services supplied are able to substantially perform the same purpose as the goods / services set out in the company's quotation.
- 2.2 Any descriptions given by sample, drawing, illustration or descriptive matter in the company's catalogue, printed material or quotations, do not form part of the contract. These are given only to provide an approximate idea of the goods / services.
- 2.3 All used goods sold by the company are accepted by the customer as seen. It is the responsibility of the customer to determine their fitness for purpose. The customer does not have the right to return goods or demand a refund.
- 2.4 The company does not offer any warranty for goods it manufactures, alters or assembles. Where legally possible, the benefit of any warranty, guarantee or indemnity given to the company by a third party who has supplied the goods or services in question, will be assigned to the customer.
- 2.5 The company reserves the right to sub-contract any part of the contract (including but not limited to the supply of goods, services and labour), whilst retaining its liabilities under the contract.

3 - Orders

- 3.1 At the discretion of Elevate Storage Solutions Ltd, orders can be accepted over the phone, but the company will not be liable for any discrepancies, omissions or errors alleged by the customer upon collection or delivery of the goods / services.
- 3.2 Elevate Storage Solutions Ltd reserve the right to carry out credit checks and obtain references to determine if an order from the customer will be accepted or not.
- 3.3 If an order is cancelled or postponed by the customer after being placed, charges may apply to the customer to cover any losses that the company face to re-stock, return or reschedule the order in question.
- 3.4 It is the responsibility of the customer to confirm accurate and full details and quantities of what they wish to order, to allow the company identify what goods and services form the order.



4 – Delivery and Collection

- 4.1 Unless otherwise agreed in writing, the Buyer shall be responsible for the provision of labour and equipment to off-load the Materials upon their arrival at the Site. Those engaged in such off-loading operation to be the responsibility of the Buyer so far as any claim arising in respect of any personal injury or loss or damage sustained as a result of the off-loading operations, such persons at no time being under any contract of service or employment with the Company.
- 4.2 Unless otherwise specified, the prices of Materials are quoted 'Ex-Works.' In this case it is the responsibility of the buyer to arrange collection of the goods from an address stipulated by the company.
- 4.3 Collections from Elevate Storage Solutions Ltd and deliveries arranged by Elevate Storage Solutions Ltd, will take place during normal working hours and on normal days of work excluding bank and public holidays taken by the company. Normal working hours are taken to be 8am to 5pm Monday to Friday.
- 4.4 Elevate Storage solutions will endeavour to deliver goods / services on the dates agreed with the customer. The company cannot be held liable for delays and will not accept any penalty or charge in relation to deliveries being late. If no date is specified by the customer, the company will have goods ready for collection or delivered within a reasonable time.
- 4.5 Deliveries arranged by Elevate Storage Solutions Ltd will be to the customer's place of business, as notified by the customer to the company. Any alternative address or delivery requirements (such as timed delivery or unloading requirements) must be confirmed to the company at the time of acceptance of the quotation. Elevate Storage Solutions Ltd reserve the right to charge the customer for any costs arising from changing the delivery address or unloading requirements from what was initially agreed.
- 4.6 Elevate Storage Solutions Ltd will not be liable for the non-delivery of goods unless the customer gives written notice within 5 working days from when the goods would have been received in normal circumstances.
- 4.7 Any deliveries that cannot be made or fail due to the customer giving incorrect instructions, addresses, authorisations, documents, licences or insufficient off-loading resources, the delivery will still be deemed to have taken place. Risk in the goods will pass to the customer and any arrangements to return, store or transport the goods at Elevate's premises or another location will be at the customer's expense and risk. Credit terms and rights to payment will also start from the date of the failed delivery.
- 4.8 Elevate Storage Solutions Ltd will not be liable for any direct or indirect consequential loss (including, without limitation, loss of profit, goodwill, business or purely economic loss) of any kind as a result of delays, shortages, damages, during delivery or upon collection of goods and services (Even if the company is negligent).
- 4.9 If the customer appoints an end user or agent to arrange collection or delivery of the goods, the customer is responsible for compliance for all terms and conditions relating to delivery and collection.

5 - Receipt of Goods



- 5.1 It is the responsibility of the customer to check that the quantity and condition of the goods match what has been detailed on the quotation and confirmed by their order and in keeping with clause 2.1.
- 5.2 Once the goods have been delivered, and the customer's checks have been confirmed by signing a delivery note, Elevate Storage Solutions Ltd can no longer be held liable for any issues regarding quantities or condition of goods including shortages or damages. Where a delivery note has not been signed, the delivery or collection of the goods will be conclusive evidence that the customer has checked the goods and is satisfied that the condition and quantity is correct.
- 5.3 Risk of the goods (Including loss and damage) will pass to the customer upon delivery or collection of goods. Ownership of goods will not pass to the customer until payment has been made in full (including any amounts owed on any other accounts or orders) and all funds are cleared.
- 5.4 Until ownership of the goods has passed to the customer, the customer must provide covered waterproofed and secured accommodation to ensure safety and condition of the goods. The goods cannot be marked, defaced or destroyed. The goods cannot be sold, transferred, leased or assigned by way of security to any other party.

6. Works

Unless the Customer shall be otherwise advised in writing he shall at his own expense and at such time or times as may be specified by the Company:

- 6.1 Provide covered, secured and waterproof accommodation, within the immediate vicinity of the Site in which erection of the Works is to take place to ensure the safe custody of the materials and to minimize deterioration to materials and Company's Equipment whilst on Site.
- 6.2 From the time of their arrival at the Site, the customer shall be responsible for loss or damage to the Materials and to the Company's Equipment however caused or arising (except to the extent that it is caused by or arises from the acts or omissions of the Company's servants or subcontractors) and shall indemnify and keep the Company indemnified to the full value thereof until the Contract is completed or the Materials and Company's Equipment have been removed from the Site by the Company.
- 6.3 Provide adequate lifting facilities and personnel to handle Materials and Company's Equipment into store, prior to commencement of the Works.
- 6.4 Provide a satisfactory and continuous means of access to the Site free from all obstructions together with offloading facilities and parking facilities for vehicles of the Company, its servants and agents.
- 6.5 Effect and complete all works of preparation and construction necessary to receive the Materials including clearance of all obstructions from the area of the Site in which erection of the Work is to take place.
- 6.6 Ensure that there is a sufficient and continuous supply of electric light, power and water available at all points where necessary for the performance of the Works by the Company prior to the commencement of such works.
- 6.7 Provide a level and even floor capable of supporting the Works and the loads imposed upon the Works. The Company reserves the right to suspend the Works until such time as the floor meets its



requirements or at its discretion the Company may proceed with the Works and any additional costs incurred shall be added to the purchase price and shall be paid by the buyer. The Company will advise the Buyer when the Works is stopped because of these reasons.

Ensure that the company and any sub-contractors to the company are advised prior to the commencement of any works, of any areas on the floor or walls or ceilings that are not to be drilled, cut or loaded. The company and its sub-contractors cannot be held responsible for damage to wiring, pipework or any other items concealed under floor, above ceilings or behind walls that could be damaged as a result of drilling, cutting or load bearing.

- 6.8 Provide any health and welfare facilities which may be required by law under the regulations current from time to time for employees of the Company while they are engaged at the customers' appointed premises in the performance of the Contract.
- 6.9 Supply all such plans, data and information together with Site plans and levels (in every case to an identified scale) as the Company may reasonably require from time to time in connection with the Works.

7 - Title

- 7.1 The property of the Materials shall remain with the Company until it has received in cleared funds the whole of the Contract Price. On completion of the Contract surplus Materials supplied by the Company shall unless otherwise agreed remain the property of the company and removed from the Site by the Company together with the Company's Equipment (if any). Until such removal the customer shall continue to take reasonable precautions for the safe custody of such surplus Materials and Equipment
- 7.2 All materials sold shall remain the sole and absolute property of the company as legal and equitable owners until the full purchase price and all additional charges relating to the Material shall have been paid in full and received by the Company in cleared funds and pending such payment the customer acknowledges that it holds the Materials as bailee for the Company.
- 7.3 The Customer shall store the materials separately so as to clearly show it to be the Material property of the Company and the Company shall be entitled at any time to demand immediate re-delivery of such of the Material delivered or collected by the customer. The Company shall also be entitled to such immediate re-delivery upon the appointment of a receiver of the whole or any part of the Buyer's undertaking or on the passing of a resolution or the making of an order to wind up the customer for which purpose the Company shall be entitled and the customer hereby grants to the Company a license to enter upon the premises of the customer during normal business hours for the purpose of removing such of the Material from the customer's premises.
- 7.4 All or any sale or other disposal proceeds received by or on behalf of the customer in respect of any of the Material property which is reserved to the Company or which is otherwise the property of the Company shall be received by or on behalf of the customer in trust for the Company and shall not be mingled with any other monies and shall at all times be identifiable as the Company's monies.
- 7.5 If the company's materials are mixed with goods belonging to the customer or processed with or incorporated therein the product thereof shall become and/or shall be deemed to be the sole and exclusive property of the Company. If the company's material is admixed with goods, belonging to any other person other than the customer, or are processed with or incorporated therein, the product thereof shall be deemed to be owned in common with that other person.



8 - Force Majeure

- 8.1 Whilst the Company undertakes to make every endeavour to execute orders as near to the date specified for delivery or collection as possible, all orders are accepted subject to delays caused by fires, industrial disputes, non-availability of raw materials or power supply, acts of providence or through any other cause whatsoever beyond the control of the Company. The company therefore shall not incur any liability or be responsible for any inconvenience, costs, losses or damages suffered by the customer arising from such delays (unless otherwise specifically agreed by the Company in writing no penalty shall apply.)

9 – Application of Law

- 9.1 If any provision/s of the contract are ruled to be illegal or ineffective, that part of the contract will be severed and the remaining provisions of the contract will remain in full force.

