

## **Standard Terms and Conditions of Sale 2026**

### **Navigator Lifts Limited**

#### **1. CONTRACT FORMATION**

1.1 The Effective Date of the Agreement shall be the date of the Acknowledgement.

1.2 For the purposes of clause 1.1, an Acknowledgement delivered by email or other electronic communication shall be deemed received by the Buyer.

1.3 A Quotation or similar communication by Navigator is not an offer to sell or supply goods or services unless it is described as an offer and signed on behalf of Navigator.

1.4 Unless previously withdrawn or expressly stated otherwise in writing by Navigator, all Quotations are subject to change at any time and Navigator cannot confirm the Price until a purchase order has been placed by the Buyer.

1.5 No purchase order shall be binding until expressly accepted by Navigator pursuant to a corresponding Acknowledgement.

1.6 The supply of Goods or Services by Navigator shall be subject only to these Terms and Conditions, to the exclusion of any terms which the Buyer purports to apply.

#### **2. PROMOTIONAL MATERIALS**

Any descriptions, drawings, catalogues, specifications, brochures or advertising issued by Navigator are for information only and shall not form part of the Agreement.

Navigator reserves the right to make minor changes to product design, materials or specifications provided such changes do not materially affect the function or performance of the Goods.

#### **3. NAVIGATOR'S OBLIGATIONS**

3.1 Navigator shall supply the Goods and/or perform the Services in accordance with the Agreement.

3.2 Navigator shall use reasonable endeavours to meet delivery dates but such dates are estimates only and time shall not be of the essence.

3.3 Navigator reserves the right to vary delivery dates if necessary due to supply chain issues or other circumstances beyond its reasonable control.

#### **4. BUYER'S OBLIGATIONS**

The Buyer shall:

- 4.1 comply with all operating and safety instructions relating to the Goods;
- 4.2 ensure the Goods are only used by trained and competent persons;
- 4.3 ensure compliance with all applicable health and safety laws and regulations;
- 4.4 provide any information reasonably required by Navigator to fulfil the order.

#### **5. PACKAGING AND DELIVERY**

- 5.1 Navigator shall package the Goods in accordance with good industry practice.
- 5.2 Delivery shall be **Ex Works (EXW)** unless otherwise agreed.
- 5.3 If the Buyer fails to collect the Goods within seven (7) days of the Delivery Date, Navigator may store the Goods at the Buyer's risk and expense.
- 5.4 Navigator reserves the right to charge reasonable storage and insurance costs where collection is delayed.

#### **6. TESTING AND DEFECTIVE GOODS**

- 6.1 The Buyer shall inspect the Goods within a reasonable period following delivery.
- 6.2 Any defect or shortage must be notified to Navigator in writing within **14 days of delivery**.
- 6.3 If a defect is identified within the warranty period, Navigator may at its discretion:
  - repair the Goods;
  - replace the Goods; or
  - refund the Price paid.
- 6.4 These remedies shall be the Buyer's sole and exclusive remedies.
- 6.5 A claim relating to defective Goods shall not entitle the Buyer to cancel or refuse payment for any other delivery or order.

## **7. TRANSFER OF RISK AND TITLE**

7.1 Risk in the Goods shall pass to the Buyer upon delivery.

7.2 Title to the Goods shall not pass to the Buyer until Navigator has received payment in full for:

- the Goods supplied; and
- all other sums due from the Buyer.

7.3 Until title passes the Buyer shall:

- hold the Goods as fiduciary bailee for Navigator;
- store the Goods separately and clearly identify them as Navigator property;
- maintain insurance for their full value.

7.4 Navigator may enter the Buyer's premises to recover Goods for which payment has not been made.

7.5 If the Buyer resells the Goods prior to title passing, the proceeds of sale shall be held in trust for Navigator.

## **8. WARRANTIES**

8.1 Navigator warrants that the Goods shall be free from material defects in design, workmanship and materials.

8.2 The warranty period is **24 months from delivery** unless otherwise stated.

8.3 Navigator shall not be liable where defects arise from:

- fair wear and tear;
- misuse or negligence;
- improper installation;
- failure to follow operating instructions;
- unauthorised repair or modification.

8.4 Any modification of the Goods without Navigator's written consent shall void the warranty.

## **9. PRICE AND PAYMENT**

9.1 Unless otherwise agreed, all prices are exclusive of VAT.

9.2 Payment shall be due **30 days from the date of invoice**.

9.3 Navigator may charge interest on overdue sums in accordance with the **Late Payment of Commercial Debts (Interest) Act 1998**.

9.4 If the Buyer disputes an invoice, written notice must be given promptly and any undisputed amount must still be paid by the due date.

9.5 Navigator may suspend delivery if the Buyer fails to make payment when due.

9.6 All sums payable by the Buyer shall be paid free and clear of any deductions or withholdings except where required by law.

## **9.7 INSTALMENT DELIVERIES (DIVISIBILITY CLAUSE)**

We may deliver goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the applicable contract. Each instalment delivery will be a separate contract and no cancellation or termination by either party of any one contract relating to an instalment will entitle you to repudiate or cancel any other contract or instalment.

## **9.8 PAYMENT WITHOUT SET-OFF**

Each invoice raised by us to you will be payable in full, without deduction or set-off, in accordance with our standard payment terms. You agree that you will not be entitled to set off any claim against an invoice:

- i) unless you have notified us in writing within fourteen (14) days of delivery of any defect or shortage in the goods delivered;
- ii) which arises out of the supply of goods under a contract other than that which gave rise to the debt forming the subject matter of the invoice.

## **10. INTELLECTUAL PROPERTY**

All intellectual property rights in the Goods, including designs, drawings and specifications, remain the property of Navigator.

The Buyer shall not reverse engineer, copy, reproduce or manufacture similar goods based on Navigator products.

## **11. SAFETY AND USE**

11.1 The Buyer shall ensure the Goods are only operated by trained and competent persons.

11.2 The Buyer must inspect the Goods before each use.

11.3 The Buyer must not exceed the rated load capacity of the Goods.

11.4 The Buyer shall carry out appropriate risk assessments and ensure compliance with all work-at-height regulations.

Navigator shall not be liable for accidents arising from misuse or failure to follow safety instructions.

## **12. LIMITATION OF LIABILITY**

Navigator shall not be liable for:

- loss of profit
- loss of revenue
- loss of business
- project delays
- downtime losses
- indirect or consequential damages.

Navigator's total liability shall not exceed the lesser of:

- the Price paid; or
- **£100,000.**

Nothing in these Terms excludes liability for death or personal injury caused by negligence or fraud.

## **13. FORCE MAJEURE**

Navigator shall not be liable for failure or delay caused by events beyond its reasonable control including:

- natural disasters
- war or terrorism
- supply chain disruption
- labour disputes
- government restrictions.

#### **14. TERMINATION**

Navigator may terminate the Agreement immediately if the Buyer:

- fails to make payment when due;
- becomes insolvent;
- commits a material breach of the Agreement.

#### **15. ASSIGNMENT**

The Buyer may not assign any rights under the Agreement without Navigator's prior written consent.

Navigator may assign the Agreement to any affiliate or successor.

#### **16. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes any prior discussions or agreements.

#### **17. GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with the laws of **England and Wales**.

The courts of **England and Wales** shall have exclusive jurisdiction.