

KRANLYFT UK TERMS AND CONDITION OF SALE

1. Interpretation

1.1 Definitions:

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

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 14.4.

Contract: the contract between the Supplier and the Customer for the sale and purchase of the Goods and/or the Services in accordance with these Conditions.

Customer: the person or firm who purchases the Goods and/or Services from the Supplier.

Customer's Delivery Location: means, where applicable, the Customer's delivery location for the Goods as referred to in the Order.

Deposit: means the non-refundable deposit payable by the Customer for the Good(s) as set out in the Order.

Delivery Location: has the meaning given in clause 5.2.

Force Majeure Event: an event, circumstance or cause beyond the Supplier's reasonable control including (without limitation):

- (a) acts of God, flood, storm, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition;
- (f) collapse of buildings, breakdown of plant or machinery, fire, explosion or accident; and
- (g) non-performance or late performance by suppliers or subcontractors; and
- (h) interruption or failure of utility service.

Goods: the machinery and/or spare parts set out in the applicable Order.

Goods Warranty Period: has the meaning given in clause 6.1.

Order: shall mean the Supplier's written sales order documentation in force from time to time to which these Conditions are referenced.

Services: means any repairs, fitting, inspection/testing, servicing or any other services as set out in the applicable Order.

Specification: means the written specification for the Goods, including any related plans and drawings, that is provided to the Customer by the Supplier on or before the date of the Order or as revised pursuant to clause 4.3, if applicable.

Supplier: Kranlyft UK Limited a company incorporated in England and Wales (under company number 04468386) and whose registered address is at Unit 1, IO Centre, Cabot Park, Avonmouth, Bristol, BS11 0QL, England.

Supplier Order Confirmation: means as defined in clause 2.3.

Supplier's Website: means the Supplier's website which can be accessed at www.kranlyft.com.

1.2 Interpretation:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its successors and permitted assigns.
- (c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- (d) Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- (e) A reference to **writing** or **written** excludes fax but not email.

2. Basis of contract

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Customer to purchase the Goods and/or the Services in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.

2.3 The Order shall only be deemed to be accepted when the Supplier sends an email to the Customer confirming its receipt and acceptance of the Order (the "**Supplier Order Confirmation**"), at which point and on which date the Contract shall come into existence. Once the Contract has come into existence it cannot be cancelled or modified by the Customer.

2.4 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

2.5 Any samples, drawings, descriptions, data or illustrations regarding the Goods and/or Services on the Supplier's Website are for the sole purpose of giving an approximate idea of the Goods and/or Services referred to in them. They shall not form part of the Contract nor have any contractual force.

2.6 Nothing in these Conditions or implied by practice or course of dealing shall place an obligation on the Supplier to accept any Order.

2.7 A quotation for the Goods and/or the Services given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 20 Business Days from its date of issue.

3. Deposit

3.1 For Goods Orders, on or after the date of the Supplier Order Confirmation, the Supplier shall issue an invoice to the Customer for the Deposit. The Customer shall pay such invoice in full and in cleared funds to a bank account nominated in writing by the Supplier within 15 days of the date of invoice.

3.2 If the Customer fails to pay the Deposit when due then, notwithstanding any other right or remedy of the Supplier, the Supplier shall have the right to suspend all of its obligations under the Contract pursuant to clause 10.2 or terminate the Contract with immediate effect pursuant to clause 10.3.

3.3 The Deposit is non-refundable.

4. Goods

4.1 The Goods are described on the Supplier's Website.

4.2 To the extent that the Goods are to be manufactured in accordance with a specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Customer's specification. This clause 4.2 shall survive termination of the Contract.

4.3 The Supplier reserves the right to amend the Specification if required by any applicable law or regulatory requirement, and the Supplier shall notify the Customer in any such event.

5. Delivery of Goods

5.1 The Supplier shall ensure that delivery of the Goods is accompanied by a delivery note that shows the date of the Order, all relevant Customer and Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered.

5.2 Delivery of the Goods shall take place Ex Works (Unit 1, IO Centre, Cabot Park, Avonmouth, Bristol BS11 0QL, England) Incoterms 2020 Rules (**Delivery Location**).

5.3 If the Customer fails to collect the Goods within 10 Business Days of being requested to do so by the Supplier or, where the Supplier has agreed in the Order to transport the Goods on to the Customer's Delivery Location, the Customer fails to give the Supplier adequate delivery instructions within ten (10) Business Days of being requested to do so by the Supplier then, without limiting any other right or remedy available to the Supplier, the Supplier may (1) store the Goods until the date of collection by the Customer or the date the Goods are delivered by the Supplier at the Customer's Delivery Location (as the case may be) and charge the Customer for the reasonable costs (including insurance) of storage; and/or (2) sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price in the Order or charge the Customer for any shortfall below the price in the Order.

5.4 Any delivery dates referenced in the Order or elsewhere are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods.

5.5 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that

	such failure is caused by an act or omission of the Customer or a Force Majeure Event.		
5.6	The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.		
6.	Quality of Goods & Warranty		
6.1	Subject to clause 6.3, the Supplier warrants that on delivery, and for a period of twenty-four (24) months from the date of delivery (Goods Warranty Period), the Goods shall: <ul style="list-style-type: none"> (a) conform in all material respects with the Specification; (b) be free from material defects in design, material and workmanship; and (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979). 		<ul style="list-style-type: none"> (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property; (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; (d) notify the Supplier immediately if it becomes subject to any of the events listed in clause 10.1(b) to clause 10.1(d); and (e) give the Supplier such information as the Supplier may reasonably require from time to time relating to: <ul style="list-style-type: none"> (i) the Goods; and (ii) the ongoing financial position of the Customer.
6.2	Subject to clause 6.3, if: <ul style="list-style-type: none"> (a) the Customer gives notice in writing to the Supplier during the Goods Warranty Period within twenty (20) Business Days of the date of discovery that some or all of the Goods do not comply with the warranty set out in clause 6.1; (b) the Supplier is given a reasonable opportunity of examining such Goods; and (c) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost, the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full provided that if the Customer gives a notice referred to in clause 6.2(a) above in the twelve (12) month period after the date of the first anniversary of the date of delivery of the applicable Goods then the Customer shall on demand reimburse the Supplier's reasonable travel expenses incurred in connection with or arising out of the applicable warranty claim.	7.4	At any time before title to the Goods passes to the Customer, the Supplier may require the Customer to deliver up all Goods in its possession that have not been irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.
6.3	The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 6.1 if: <ul style="list-style-type: none"> (a) the Customer fails to comply with all the provisions in clause 6.2. (b) the Customer makes any further use of such Goods after giving notice in accordance with clause 6.2; (c) the defect arises because the Customer failed to follow the Supplier's or manufacturer's oral or written instructions as to the storage, commissioning, installation, use or maintenance of the Goods or (if there are none) good trade practice regarding the same; (d) the defect arises as a result of the Supplier following any drawing, design or specification supplied by the Customer; (e) the Customer alters or repairs such Goods without the written consent of the Supplier; (f) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; (g) the failure is caused by using the Goods with anything other than the original manufacturer's parts and recommended oils and fuels; (h) the failure does not affect the function or performance of the Goods; or (i) the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements. 	8.	Price and payment
6.4	Except as provided in this clause 6, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 6.1. In respect of the Goods, any remedies or rights of the Customer (under contract or at law) other than those specified in this clause 6 are herewith excluded to the fullest extent permitted by law.	8.1	The price of the Goods and/or Services shall be the price set out in the Order, or, if no price is quoted, the price set out in the Supplier's current price list in force as at the date of delivery.
6.5	The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.	8.2	The price of the Goods and/or Services excludes amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice.
6.6	These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.	8.3	The Supplier may invoice the Customer for the price of the Goods and/or Services (less the value of any Deposit paid for the applicable Goods) at any time prior to (or after) delivery or performance.
7.	Title and risk	8.4	The Customer shall pay each invoice submitted by the Supplier: <ul style="list-style-type: none"> (a) within thirty (30) days of receipt of the invoice or, if earlier, on or before delivery of the Goods; and (b) in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract.
7.1	The risk in the Goods shall pass to the Customer in accordance with Ex Works (Unit 1, IO Centre, Cabot Park, Avonmouth, Bristol BS11 0QL, England) Incoterms 2020 Rules. For the avoidance of doubt, where the Supplier has agreed in the Order to transport the Goods on to the Customer's Delivery Location, any loss or damage to the Goods incurred while the Goods are: <ul style="list-style-type: none"> (a) being stored at the Delivery Location pending transit to the Customer's Delivery Location; or (b) being loaded on to a vehicle by or on behalf of the Supplier for transportation to the Customer's Delivery Location; or (c) in transit to the Customer's Delivery Location; or (d) being unloaded at the Customer's Delivery Location, shall be at the Customer's risk. 	8.5	If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 10, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 8.5 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
7.2	Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods (and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due), in which case title to the Goods shall pass at the time of payment of all such sums.	8.6	All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
7.3	Until title to the Goods has passed to the Customer, the Customer shall:	8.7	If the Customer disputes an invoice, it must inform the Supplier in writing within ten (10) Business Days after the date of the applicable invoice.
		9.	Limitation & Exclusion of liability
		9.1	References to liability in this clause 9 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
		9.2	Nothing in the Contract limits or excludes any liability for: <ul style="list-style-type: none"> (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or (d) any other liability that legally cannot be limited or excluded.
		9.3	Subject to clause 9.2, the Supplier's total liability to the Customer shall not exceed the price received by the Supplier for the applicable Good(s) and/or Services.
		9.4	Subject to clause 9.2, the following types of loss are wholly excluded: <ul style="list-style-type: none"> (a) loss of profits; (b) loss of time; (c) loss of sales or business; (d) loss of agreements or contracts; (e) loss of anticipated savings; (f) loss of use of the Good(s); (g) loss or damage to property; (h) loss of or damage to goodwill; and (i) indirect or consequential loss.
		9.5	This clause 9 shall survive termination of the Contract.
		10.	Termination
		10.1	Without limiting its other rights or remedies, the Supplier may terminate this Contract with immediate effect by giving written notice to the Customer if: <ul style="list-style-type: none"> (a) the Customer commits a material breach of any other term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing to do so; (b) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the

	purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;	14.	General
	(c) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or	14.1	Assignment and other dealings.
	(d) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.		(a) The Supplier may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.
10.2	Without limiting its other rights or remedies and notwithstanding anything to the contrary in the Contract, the Supplier may suspend provision of the Goods under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 10.1(b) to clause 10.1(d), or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.		(b) The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.
10.3	Without limiting its other rights or remedies and notwithstanding anything to the contrary in the Contract, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.	14.2	Confidentiality.
10.4	On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Goods delivered but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt.		(a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 14.2(b).
10.5	Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.		(b) Each party may disclose the other party's confidential information:
10.6	Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.		(i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 14.2; and
11.	Force majeure If the Supplier is prevented, hindered or delayed in or from performing any of its obligations under the Contract by a Force Majeure Event it shall not be in breach of the Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended by the period of any such delay.		(ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
12.	Testing and Maintenance For the avoidance of doubt, after delivery of the Goods all testing and maintenance of the Goods is the sole responsibility of the Customer.		(c) Neither party may use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.
13.	Services, Quality and Warranty	14.3	Entire agreement.
13.1	Except as expressly set forth in the Order, the Supplier is not obligated to provide any installation, maintenance, repair, or other services in connection with the Contract or the Goods. In providing any Services pursuant to this Contract, the Supplier's technician shall be entitled to rely on the Customer's instructions, guidance, and directions, and the parties agree such reliance is reasonable. Except as set forth in the Order the Supplier shall charge its then current hourly rates and prices for the material used in the performance of such Services; the time spent for the purpose of travelling to and from the work site as well as the waiting time spent at the work site shall constitute working time. For overtime, night work and work on Sundays or public holidays, the Supplier's then current surcharges shall apply. Travel expenses as well as out-of-pocket expenses shall be charged and invoiced separately. If the Supplier has agreed to provide Services, the Customer shall assist the Supplier in the performance of such Services by providing (at its sole expense and at such times and places as the Supplier may require) such number and types of auxiliary personnel, equipment, material and any other type of goods or support (e.g., winches, rails, electricity, etc.) as may be necessary to perform the Services. Any on-site infrastructure necessary for the performance of the Services shall be completed prior to the arrival of the Supplier's personnel at the work site. Furthermore, it shall be Customer's sole responsibility to effect and maintain such adequate security measures on the work site as may be necessary to properly protect any personnel and equipment. The Supplier assumes no liability whatsoever with respect to the acts or omissions of any auxiliary personnel assigned to it for the performance of its services or for any damages to or damages caused by any equipment, material and other goods put at the Supplier's disposal by the Customer.		(a) The Contract constitutes the entire agreement between the parties.
			(b) Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it has no claim for innocent or negligent misrepresentation based on any statement in the Contract.
		14.4	Variation. No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
		14.5	Waiver.
			(a) Except as set out in clause 2.4, a waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
			(b) A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.
		14.6	Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 14.6 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
		14.7	Notices.
			(a) Save as expressly set out otherwise in the Contract, any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).
			(b) Any notice shall be deemed to have been received:
			(i) if delivered by hand, at the time the notice is left at the proper address; or
			(ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the third Business Day after posting.
			(c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
		14.8	Third party rights.
			(a) The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
			(b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
		14.9	Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection
13.2	The Supplier warrants that any Services will be performed with reasonable skill and care. Any claim for a breach of this warranty must be made within three (3) months after the date of performance of the Services. The Customer's sole remedy in the event of a breach of this warranty will be re-performance of the Services by the Supplier. Except as provided in this clause 13, the Supplier shall have no liability to the Customer in respect of the Services failure to comply with the warranty set out in this clause 13.2. In relation to the Services, any remedies or rights of the Customer (under contract or at law) other than those specified in this clause 13 are herewith excluded to the fullest extent permitted by law.		
13.3	Any terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.		
13.4	These Conditions shall apply to Services re-performed supplied by the Supplier.		

with it or its subject matter or formation, shall be governed by and construed in accordance with the laws of England and Wales.

14.10

Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.