

TERMS AND CONDITIONS OF SALE

1. SCOPE OF APPLICABILITY

1.1 These General Terms and Conditions of Sale ("GTCS") apply to all Lifts sold by us not withstanding any conflicting, contrary or additional terms and conditions in any purchase order or other communication. No such conflicting, contrary or additional terms and conditions shall be deemed accepted by us unless and until we expressly confirm our acceptance in writing.

1.2 We reserve the right to change these terms and conditions at any time.

2. OFFERS, PURCHASE ORDERS AND ORDER CONFIRMATIONS

2.1 All offers made by us are open for acceptance within 14 calendar days from the date of issue, unless otherwise specifically stated therein, and are subject to the availability of the goods offered.

2.2 Your request will become an order once the agreed deposit has been paid in full, followed by an order confirmation and payment receipt. All deposits are non-refundable.

3. PRICES AND TERMS OF PAYMENT

3.1 The prices for goods shall be those set forth in our order confirmation. All prices are exclusive of taxes, impositions and other charges, including, but not limited to, sales, use, excise, value added, and similar taxes or charges imposed by any government authority.

3.2 Unless expressly stated otherwise in our order confirmation, payment for goods shall be made by bank transfer, cheque or credit/debit card. A small deposit will need to be paid when placing the order and the remainder of the payment will need to be paid on installation of the Lift.

3.3 Stairlift rental – an initial payment will be taken at point of order followed by a regular monthly payment. This must be transferred by standing order at the same day of each calendar month.



The maximum rental term for both the straight and curved stairlifts is 4 years. After that period, you will be given the option to have an alternative lift installed on a rental or purchase agreement for which you will receive an up-to-date quotation.

If you decide to keep the installed stairlift, you won't need to make further rental payments. However, you will be responsible for the cost of any engineer callouts and parts. Alternatively, you can return the stairlift to the company, and removal will be free of charge.

3.4 If you fail to make the agreed monthly payment, we may consider collecting the lift which remains property of Leodis stairlifts and any remaining balance must be paid in full to us prior to taking legal action. You can cancel your rental agreement by providing written notice of termination within 30 calendar days of the expiration.

4. TERMS OF DELIVERY AND LATE DELIVERY

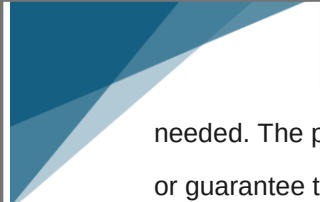
4.1 Unless expressly stated otherwise in the order confirmation, all deliveries/installations of Lifts shall be offered in accordance with our daily/weekly schedule. Our advisers will guarantee the fastest and most suitable date for you. We can advise whether the time of arrival is either am or pm but cannot offer a more specific time as each installation can differ. The risk of loss of or damage to goods shall pass to you in accordance with the agreed delivery term.

4.2 The Installation dates of Lifts shall be those set forth in our order confirmation. New Lifts will take longer as these will be manufactured bespoke to each customers specifications. If we fail to deliver goods within 14 days of the agreed delivery date without any notification, you may terminate the applicable purchase order in whole.

5. ACCEPTANCE AND RETURN OF GOODS

5.1 You must inspect the Lift delivered upon receipt of your order. Our Lift Engineer will ensure that the Lift is in full working order and will ensure that you are familiar with how everything works. We will not leave until you are fully satisfied with our service and information provided to you.

5.2 Return of unwanted Lifts. Leodis is happy to buy back certain unwanted lifts providing these are still under the initial warranty agreement and subject to our current stock levels. You will need to provide proof. The decision would be made after an inspection/visit from one of our Engineers if



needed. The price we offer would depend on age and general condition of the lift. We cannot promise or guarantee to buy your lift back. We can however remove the Lift at a small cost.

6. WARRANTY

6.1 We warrant that upon delivery of the Lift and for a period of twenty-four months from the date of purchase of the Lift hereunder will conform in all material respects to the applicable manufacturer's specifications for such Lifts and will be free from material defects in workmanship, material and design under normal use. The warranty does not cover damage resulting from misuse, negligent handling, lack of reasonable maintenance and care, accident or abuse by anyone other than us.

6.2 With respect to Lifts which do not conform to the warranty our liability is limited, at our election, to (i) refund of the purchase price for such Lifts less a reasonable amount for usage, (ii) repair of such Lifts, or (iii) replacement of such Lifts; provided, however, that such Lifts must be returned to us, along with acceptable evidence of purchase, within fourteen calendar days after you discovered the lack of conformity or ought to have discovered it.

6.3 Extended warranty can be up to 2 years depending upon model Section 6.1 and 6.2 applies

7. PERSONAL DETAILS

7.1 We will comply with the general Data Protection Regulations 2018 (GDPR). When you sign the contract/or accepting the order, you consent to our using your data. Your rights in relation to your data are protected under the General Data Protection Regulation and we will comply with your rights. Your data will only be shared with other members within Leodis Stairlifts that assist us in delivering our services.

We will use your personal data to enable us to meet our obligations to you and administer and fulfil your order, to enable us to take payment and to provide after sales services to you and advise you on any warranty issues you may have and to market to you certain other products and services which we believe may be of interest to you. We will retain your information throughout the life of your stairlift in order to enable us to inform you or any other users of any actions required in relation to your stairlift. Your data will be held on a secure computer system.



8. LIMITATION OF LIABILITY

8.1 Neither of us will be entitled to, and neither of us shall be liable for, indirect, special, incidental, consequential or punitive damages of any nature, including, but not limited to, business interruption costs, loss of profit, removal and/or reinstallation costs, procurement costs, loss of data, injury to reputation or loss of customers. Your recovery from us for any claim shall not exceed the purchase price for the goods giving rise to such claim irrespective of the nature of the claim, whether in contract, tort, warranty or otherwise

8.2 We shall not be liable for any claims based on our compliance with your designs, specifications or instructions or repair, modification or alteration of any goods by parties other than us or use in combination with other goods.

9. FORCE MAJEURE

9.1 Either party shall be excused from any delay or failure in performance if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the parties' respective obligations shall resume. In the event the interruption of the excused party's obligations continues for a period in excess of thirty calendar days, either party shall have the right to terminate the applicable contract(s) of sale, without liability, upon thirty calendar days' prior written notice to the other party.

10. OPPORTUNITY TO PUT THINGS RIGHT

10.1 We are aware there are times when things go wrong, if you suffer any loss or damage as a direct result of our negligence, then we request you allow us a reasonable opportunity to remedy the problem. In order for us to do so, we may be required to appoint/ consult with subcontractors or carry out an effective repair ourselves. We will not be responsible for any loss or damage which you fail to allow us a reasonable opportunity to put right, and/or which could have been avoided or minimised by you taking reasonable steps which you failed to take. Moreover, you will be consulted throughout the process until a final remedy has been agreed.



11. RIGHT OF CANCELLATION

11.1 You will have the right to cancel your order 14 days after placement however you will lose your initial deposit as these are non-refundable as stated and explained to you by our surveyors. If we have already installed the Lift, then a small removal fee may apply depending on each individual situation.

11.2 You will not be reimbursed or recompensed for any alterations that may have been made to the staircase or the surrounding area nor for any marks or holes in the carpet/floor caused by the installation and subsequent removal of the stairlift.

Leodis Stairlifts Ltd

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