

## Conditions of Sale

Columbus McKinnon Corporation Limited (hereafter called "The Company") draws attention to the following terms and conditions, which shall apply to all orders accepted and supplies made to the exclusion of any other terms and conditions whatsoever.

1. **DELIVERY.** Any delivery date given shall be subject to confirmation or revision by the Company at the time of acceptance of an order. The Company will then employ all reasonable means to make delivery within the time stated, but cannot accept any liability whatsoever for any loss or damage arising out of or in connection with late delivery or non-fulfilment of contract. The company shall be entitled to defer delivery until any monies due from buyer has been received. The company shall also be entitled to make partial deliveries by instalments and each instalment shall constitute a separate agreement. Should delivery be delayed by the buyer's instructions or lack of instructions or by any cause whatsoever beyond the Company's reasonable control including strikes, lock-out labour disputes, war, act of God, embargo, government regulations, fire, flood, accident, shortage of or delay in obtaining materials or any other causes of similar character then a reasonable extension of time shall be granted.
2. **PRICE.** All prices quoted are exclusive of carriage, which will be charged separately unless otherwise stated and those ruling at the date of this quotation and subject to V.A.T. Any orders accepted by the Company shall be invoiced and paid for at the Company's prices ruling at the date of dispatch.
3. **ACCEPTANCE OF ORDERS.** Any quotation and acceptance thereof shall not constitute a contract to supply. The contract between the Company and the buyer shall only be formed when the buyer's order is formally accepted in writing by the Company.
4. **ADDITIONS / MODIFICATIONS.** No additions or modifications to these conditions of sale shall be deemed to have been accepted by the Company or form any part of any contract between the Company and the buyer unless the Company has first agreed in writing to such additions or modifications.
5. **IMPROVEMENTS AND CHANGES.** The Company reserves the right to make improvements or changes in the engineering specification of any goods without first referring to the buyer.
6. **CANCELLATION.** The buyer shall not be entitled to cancel any contract unless the Company has first agreed in writing to such cancellation. Any cancellation by the buyer will be subject to a cancellation charge, which will be determined by the Company and paid by the buyer as a precondition to the Company's acceptance of the buyer's cancellation.
7. **SHORTAGES.** The buyer shall be deemed to have accepted the quantity of goods delivered as being in accordance with the buyer's order unless within 7 days from receipt of the same the buyer has notified the Company in writing of any shortage.
8. **TITLE AND RISK.** Risk in the goods shall pass to the buyer at the time of despatch from the Company's works and the Company shall not be liable for any loss or damage whatsoever to the goods, which may occur after that time. Title in the goods shall remain with the Company until such time as full payment for the goods is made. Until such time, the Company shall be entitled to recover the goods or any part thereof. And for the purpose of exercising such rights the Company its employees and agents with appropriate transport may enter upon the buyer's premises and any other location where the goods are situated. Furthermore, if payment is not received and the buyer should be wound up or a receiver appointed over the whole or part of the buyers undertaking or an execution of distress levied against the buyer, the Company shall be entitled to enter and repossess the goods or trace the goods or the proceeds of sale in your hands or in the hands of any liquidator or receiver.

9. **TERMS OF PAYMENT.** Unless otherwise agreed by the Company in writing, all invoices must be paid without retention or set-off, on or before the last day of the calendar month following the month in which they were invoiced or as stated in the Company's quotation. Failure to pay the full amount due will entitle the company without notice and without prejudice to its other rights, to refuse to effect delivery or allow collection by any agent of the buyer, or any further consignment of goods without incurring any liability whatsoever to the purchaser. The Company reserves the right to charge the buyer interest on any amount overdue at the rate of 2% over the standard Bank of England base rate current at the time the account becomes due.
10. **NON-ASSIGNMENT.** The contract, or any party thereof, shall not be assigned by the buyer without the written consent of the company.
11. **LIQUIDATION.** If the buyer shall make default in or commit any breach of any of his obligations to the Company or if any distress or execution shall be levied upon the buyer's property or assets or if the buyer shall make or offer to make any arrangements or composition with creditors or commit any act of bankruptcy or if any petition or receiving order in bankruptcy shall be presented or made against him or if the buyer shall be a limited company and any resolution or petition to wind up such company's undertaking, property or assets, or any part thereof, shall be appointed, the Company shall have the right forthwith to determine any contract and to cancel any outstanding delivery or deliveries and to stop any goods in transit, but all without prejudice to any remedy which the Company may have in respect of the consequential non-complete or non-performance of the contract.
12. **WARRANTY.** All equipment complies with the high standards of quality established by the Company both in respect of materials and workmanship and as the sole and exclusive remedy in discharge of this warranty the Company undertakes to replace free of charge within 360 days from date of despatch from its works any components of its manufacture, which are proved to the satisfaction of the Company (whose decision shall be final and binding) to be defective in materials and workmanship provided notice in writing to the Company is given within 10 days of the defect occurring and provided the component which is the subject of the complaint, if the Company so requests returned pre-paid to the Company's works at Chester. In the case of defective components or parts not of the Company's manufacture the Company's liability shall be limited to such adjustment or allowance as the manufacturer there of shall make. The Company shall not accept responsibility for such work done or expense incurred by the buyer in connection with any repair or replacement unless the Company's prior written authorisation has been obtained. This warranty is in lieu of and excludes all other conditions and warranties whatsoever whether expressed or implied and whether under common law, statute law or otherwise and apart from aforesaid the Company hereby expressly excludes all liability for any loss or damage whatsoever arising and howsoever caused. The buyer warrants that it will pass on, to all third parties to whom it may supply the goods, all information as to the use and safe handling of the goods, as may have been passed onto the buyer by the Company.
13. **DESIGN AND MANUFACTURE.** Where goods are made to the buyer's specifications, instructions or design, the buyer undertakes full responsibility for the suitability and accuracy of the specifications, instructions or design and undertakes to indemnify the Company for any loss, damage or expense in respect of any liability arising under the provisions of the Customer Protection Act 1987 in relation to the specification or design of such goods. The Company confirms all specifications within a quotation that is valid for 30 days from the date of quotation.
14. **LEGAL CONSTRUCTION.** The contract shall in all respects be constructed and operate as a contract governed by English Law and unless otherwise agreed, is subject to the jurisdiction of the English Court. The legal construction of the clauses shall not be affected by their titles.