

DIRECT SALES OF GOODS TERMS AND CONDITIONS

1. ABOUT US

- 1.1 **Company details.** Aprolis UK Ltd (company number 02550150) (“we” and “us”) is a company registered in England and Wales and our registered office is at Citadel House, 58, High St. Hull HU1 1QE. Our main trading address is Sheet Stores Industrial Estate, Fields Farm Rd, Long Eaton, Nottinghamshire NG10 1AU. Our VAT number is GB 293235984. This contract covers Aprolis UK Ltd and any of its trading subsidiaries. Please see our website: <https://aprolisuk.co.uk/>
- 1.2 **Contacting us.** To contact us telephone our customer service team at 0115 946 0777. To give us formal notice of any matter, please email us at notices@aprolisuk.co.uk

2. INTERPRETATION AND OUR CONTRACT WITH YOU

- 2.1 **Our contract and definitions.** These terms and conditions (“**Terms**” and “**Conditions**”) apply to the order by you and supply of goods by us to you; (“**Contract**”). Any business of yours, which accepts a written quotation from us for the supply of the Goods is accepted by us is defined as (“**Customer**”, “**you**”).
- 2.2 No other terms are implied by trade, custom, practice or course of dealing.
- 2.3 **Entire agreement.** The Contract is the entire agreement between us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.
- 2.4 **Language.** These Terms and the Contract are made only in the English language.
- 2.5 **Your copy.** You should save a copy of these Terms for your ongoing access and future reference.
- 2.6 **These Terms and Conditions do not apply to Dealers or Resellers. If you are a Dealer or Reseller please refer to your Dealer specific Term and Conditions.**

3. BASIS OF SUPPLY

- 3.1 We will supply the Goods and/or Services to you, the Customer, in accordance with these Terms and Conditions. These Terms and Conditions are the only terms and conditions on which we are prepared to deal with you, and shall apply to the exclusion of any other express or implied conditions, including any terms and conditions to which your order may purport to be subject.
- 3.2 Subject to any variation in accordance with clause **16.2** herein, these Terms and Conditions (together with matters referred to on the face of our quotation and/or order confirmation) embody the entire understanding of the parties and override any prior promises, undertakings or representations.
- 3.3 Any quotation, tender or price list in whatever form given to you is subject to these Terms and Conditions and does not constitute an offer to supply. We will only be bound by an order when we have provided written confirmation of your order to you.

4. CHARGES

- 4.1 Our charges shall be our quoted charges shown either in your quotation or order.
- 4.2 Quotations provided by us for the Supply of Goods are exclusive of delivery charges unless explicitly stated otherwise in writing. We will charge an additional sum to cover such delivery costs.
- 4.3 All charges are exclusive of any applicable value added tax or any other taxes, levies or duties which will be added or charged on invoices at the appropriate rates.

5. PLACING AN ORDER AND ITS ACCEPTANCE.

- 5.1 **When placing your order,** we will require a purchase order number and receipt of our order acknowledgement signed by you.
- 5.2 **Acknowledging receipt of your order.** Once we have received your signed Order Acknowledgement, we deem this is our acceptance of your order.
- 5.3 **If we cannot accept your order.** If we are unable to supply you with the Goods for any reason, we will inform you of this by email and we will not process your order. If you have already paid for the Goods, we will refund you the full amount including any delivery costs charged as soon as possible.

6. NO RETURNS/ REFUND

- 6.1 As all of our transactions are provided for business use with business customers only, subject to clause **5.3** above, we do not provide any other standard arrangements for refunds, but if you have any complaint about any product(s) supplied by us to you, (bearing in mind that we are suppliers, not manufacturers) you will need to email us to the address shown on your contract document.
- 6.2 In the case of any such complaints you may have about any product(s) you would need to specify to us in your email, in as much detail as possible, the fault you allege that there is. If we accept, on our examination of the product(s), that there is any fault, and if it is appropriate for us rather than the manufacturer to deal with the matter, we may then, at our entire discretion, choose to repair them at your premises, in situ. Subject to Clauses **11** and **14** below, we do not normally accept returns to us of any product(s).
- 6.3 Subject to Clauses **11** and **14** specifically clause **11.3** any repairs or replacements will be chargeable

7. DELIVERY, TRANSFER OF RISK AND TITLE

- 7.1 Upon receipt of your order, we will contact you with an estimated delivery date this will be included when we email you to confirm our acceptance of your order, as set out in Clause **5** above. Occasionally our delivery to you may be affected by an Event Outside Our Control. See clause **14** for our responsibilities when this happens. We deliver Monday to Friday but excluding Bank Holidays. We do not as standard make deliveries over weekends. We deliver to all mainland locations in England, Scotland (but see below for Scottish Highlands and Islands) and Wales. Depending on the type of products ordered, we may be able to deliver to Northern Ireland, the Isle of Man or Channel Islands (but do not commit to being able to do so); in any event deliveries to any of these locations or to certain postcode areas in the Scottish Highlands and Islands will be quoted on a case-by-case basis.
- 7.2 Goods will be sent from us using a courier or freight services, if delivery fails the goods will be returned to us, and following such a return, you would then have to arrange collection at your own additional cost. Delivery is complete once the Goods have been unloaded at the address for delivery set out in your order, (or if collected by you or a carrier organised by you to collect them from us) and the Goods will be at your risk from that time.
- 7.3 Title to the Goods shall pass to you upon delivery, provided we have received full payment for the Goods. If full payment is not received at the time of delivery, Title shall pass upon receipt of full payment regardless of when that occurs.
- 7.4 Until Title to the goods passes to you in accordance with Clause **7.3** you shall
 - 7.4.1 Keep the goods in your possession and control
 - 7.4.2 Store the goods separately from all other goods held by you so that they remain readily identifiable as our property
 - 7.4.3 Not remove, deface, or obscure any identifying marks of packaging on or relating to the goods
 - 7.4.4 Maintain the goods in satisfactory condition
 - 7.4.5 Insure the goods against all risks for their full replacement value, naming us as the loss payee.
- 7.5 If we fail to deliver the Goods, our liability is limited to the cost of obtaining replacement goods of a similar description and quality in the cheapest market available, less the price of the Goods. However, we will not be liable to the extent that any failure to deliver was caused by an Event Outside Our Control, or because you failed to provide adequate delivery instructions or any other instructions that are relevant to the supply of goods.
- 7.6 If you fail to take delivery within 10 days after the day on which we notified you that the Goods were ready for delivery, we may resell part of, or all the Goods. We will repay you the price you paid for the Goods, after deducting reasonable storage, insurance and selling costs and any shortfall between the resale price and the price you paid for the Goods.

8. NO INTERNATIONAL DELIVERY

- 8.1 We do not deliver to addresses outside the UK.
- 8.2 You may place an order for goods from outside the UK, but this order must be for delivery to an address in the UK.

9. HOW TO PAY

- 9.1 All purchases (other than online), can be paid for by Bacs or by direct debit once we have set up your customer account.
- 9.2 We will consider credit terms subject to full credit checks being completed satisfactorily

10. MANUFACTURER'S WARRANTY

Some of the Goods we sell to you come with a Manufacturer's Warranty. For details of the applicable terms and conditions, please refer to the Manufacturer's Warranty provided with the Goods.

11. WARRANTY FOR THE GOODS

- 11.1 In respect of goods (other than second-hand and/or used goods which will have no warranties provided unless agreed in writing and supported with 'used' warranty terms) we give the same warranty in terms of quality and subject to the same conditions and limitations as the Manufacturer gives us. Such warranty shall be for the same period as the Manufacturer's warranty to us, and only if the goods are used for the specific purpose intended by the Manufacturer. The Goods are intended for use only in the UK. We do not warrant that the Goods comply with the laws, regulations or standards outside the UK.
- 11.2 Subject to clause **11.1**
 - 11.2.1 New Lift Trucks carry a 12-month parts and labour warranty
 - 11.2.2 Pallet Trucks carry a 12-month Parts only Warranty
 - 11.2.3 Parts ordered outside of warranty failures carry a 6-month warranty
- 11.3 Subject to clause **11.4**, if:
 - 11.3.1 you give us notice in writing within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause **11.1**;
 - 11.3.2 we are given a reasonable opportunity of examining the Goods; and
 - 11.3.3 if we ask you to do so, you return the Goods to us at your cost, we will, at our option, repair the defective Goods, or refund the price of the defective Goods in full, provided that we are able to obtain repair, replacement or repayment from the Manufacturer.
- 11.4 We will not be liable for breach of the warranty set out in clause **11.1** if:
 - 11.4.1 you make any further use of the Goods after giving notice to us under clause **11.3**;
 - 11.4.2 the defect arises as a result of us following any drawing, design or specification supplied by you;
 - 11.4.3 you alter or repair the Goods without our written consent;
 - 11.4.4 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - 11.4.5 the Goods differ from their description or specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
 - 11.4.6 The equipment was not used in accordance with standard practices and approved training
 - 11.4.7 The equipment has not been maintained in line with manufacturers guidelines by approved repairers
- 11.5 We will only be liable to you for the Goods' failure to comply with the warranty set out in clause **11.1** to the extent set out in this clause **11**.
- 11.6 Except as expressly stated in these Terms, we do not give any representations, warranties or undertakings in relation to the Goods. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Goods are suitable for your purposes.
- 11.7 These Terms also apply to any repaired or replacement Goods supplied by us to you. The original warranty period will continue to apply and shall not be extended or reset

12. OUR LIABILITY: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 12.1 References to liability in this clause 15 include every kind of liability arising under or in connection with the Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 12.2 You may sell the goods on a second-hand basis however you agree that the goods are not sold to you for resale purposes.

- 12.3 Any resale must comply with the following conditions
 - 12.3.1 The goods must be sold as-is without any additional warranties, representations or obligations on the part of us
 - 12.3.2 Our or the Manufacturers branding, trademarks, or logos must not be misused or misrepresented during resale
 - 12.3.3 We may request details of the resale, including buyer information for record-keeping purposes.
- 12.4 The supplier shall not be liable for any claims, losses, or damages arising from any resale of the goods by you
- 12.5 Any resale conducted in breach of this clause shall be deemed a material breach of the terms entitling us to seek damages.
- 12.6 Nothing in these Terms limits or excludes our liability for:
 - 12.6.1 death or personal injury caused by our negligence;
 - 12.6.2 fraud or fraudulent misrepresentation;
 - 12.6.3 any other liability that cannot be limited or excluded by law.
- 12.7 Subject to clause **12.6**, we will under no circumstances be liable to you for:
 - 12.7.1 any loss of profits, sales, business, or revenue; or
 - 12.7.2 loss or corruption of data, information or software; or
 - 12.7.3 loss of business opportunity; or
 - 12.7.4 loss of anticipated savings; or
 - 12.7.5 loss of goodwill; or
 - 12.7.6 any indirect or consequential loss.
- 12.8 Subject to clause **12.6**, our total liability to you for all losses arising under or in connection with the Contract will in no circumstances exceed £1 Million.

13. TERMINATION

- 13.1 Without affecting any of our other rights, we may suspend the supply or delivery of the Goods to you, or terminate the Contract with immediate effect by giving written notice to you if:
 - 13.1.1 you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 28 days of you being notified in writing to do so;
 - 13.1.2 you fail to pay any amount due under the Contract on the due date for payment;
 - 13.1.3 you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
 - 13.1.4 your financial position deteriorates to such an extent that in our reasonable opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.
- 13.2 Termination of the Contract shall not affect your or our rights and remedies that have accrued as at termination.
- 13.3 Any provision of the Contract that, expressly or by implication, is intended to come into or continue in force on or after termination, shall remain in full force and effect.
- 13.4 Should you terminate the contract after the order has been placed on the manufacturer, you will incur termination costs equal to the amount levied on us by the manufacturer and any other processing costs incurred by us in the preparation of fulfilling the goods for you for that period from placing the order until termination.

14. EVENTS OUTSIDE OUR CONTROL

- 14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control ("**Event Outside Our Control**").
- 14.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:
 - 14.2.1 we will contact you as soon as reasonably possible to notify you; and
 - 14.2.2 our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Goods to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

- 14.3 You may cancel the Contract affected by an Event Outside Our Control which has continued for more than 28 days. To cancel please contact us. If you opt to cancel, you will return (at our cost) any relevant Goods you have already received and we will refund the price you have paid, including any delivery charges.

15. COMMUNICATIONS BETWEEN US

- 15.1 When we refer to "in writing" in these Terms, this includes email.
- 15.2 Any notice given by one of us to the other, under or in connection with the Contract must be in writing and be delivered by hand, sent by pre-paid first-class post or other next working day delivery service, or email.
- 15.3 A notice is deemed to have been received:
- 15.3.1 if delivered by hand, at the time the notice is left at the proper address;
 - 15.3.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
 - 15.3.3 if sent by email, at 9.00 am the next working day after transmission.
- 15.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.
- 15.5 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

16. GENERAL

- 16.1 **Assignment and transfer.**
- 16.1.1 We may assign or transfer our rights and obligations under the Contract to another entity but we will always notify you in writing or by posting on our website if this happens.
 - 16.1.2 You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.
- 16.2 **Variation.** Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).
- 16.3 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not exercise our rights or remedies against you, or if we delay in doing so, that will not mean that we have waived our rights or remedies against you or that you do not have to comply with those obligations. If we do waive any rights or remedies, we will only do so in writing, and that will not mean that we will automatically waive any right or remedy related to any later default by you.
- 16.4 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 16.5 **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.
- 16.6 **Privacy Policy. You and we will comply with Schedule 1 to this Contract, set out below, relating to Data Protection obligations.**
- 16.7 **Governing law and jurisdiction.** The Contract is governed by English law, and you and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.

SCHEDULE 1

Privacy Policy

Effective Date: 08/10/2025

Last Updated: 08/10/2025

Company Name: Aprolis UK Ltd

Website: www.aprolisuk.co.uk

1. Introduction

Aprolis UK Ltd is committed to protecting your personal data and respecting your privacy. This Privacy Policy explains how we collect, use, and safeguard your personal information when you visit our website or engage with our services. By using our website, or engaging with us you agree to the terms of this Privacy Policy.

2. Who We Are

We are Aprolis UK Ltd, the **Data Controller** responsible for your personal data under UK data protection laws.

Contact Details:

Aprolis UK Ltd

Sheet Stores Industrial Estate

Off Fields Farm Road

Long Eaton

NG10 1AU

Email: Privacy@aprolisuk.co.uk

ICO Registration Number: Z915514X

3. What Personal Data We Collect

We may collect and process the following types of personal data:

- Name, email address, phone number
- Billing and delivery address
- Payment details (processed securely via third-party providers)
- Order history and preferences
- IP address, browser type, and device information
- Communications and correspondence with us

4. How We Use Your Data

We use your personal data to:

- Process and deliver your orders
- Communicate with you about your purchases or inquiries
- Provide customer support
- Improve our website and services
- Comply with legal and regulatory obligations
- Send marketing communications (with your consent)

5. Legal Basis for Processing

We process your personal data under the following lawful bases:

- **Contractual necessity** – to fulfil your orders and provide services
- **Legal obligation** – to comply with tax, accounting, and regulatory requirements
- **Legitimate interests** – to improve our services and prevent fraud
- **Consent** – for marketing communications (you can withdraw consent at any time)

6. Sharing Your Data

We do not sell your data. We may share it with:

- Delivery and logistics partners (acting as Data Processors)
- Payment service providers
- IT and hosting providers
- Regulatory or legal authorities when required

All third-party processors are bound by data protection agreements and act only on our instructions.

7. International Transfers

We do not transfer your personal data outside the UK or EEA unless adequate safeguards are in place, such as Standard Contractual Clauses or an adequacy decision.

8. Data Retention

We retain your personal data only as long as necessary to fulfil the purposes outlined in this policy or to comply with legal obligations. After that, data is securely deleted or anonymised.

9. Your Rights

You have the right to:

- Access your personal data
- Request correction or deletion
- Object to or restrict processing
- Withdraw consent at any time
- Lodge a complaint with the ICO

To exercise your rights, contact us at Our Data protection email address Privacy@aprolisuk.co.uk

10. Data Security

We implement appropriate technical and organisational measures to protect your personal data from loss, misuse, unauthorised access, disclosure, or alteration.

11. Cookies

Our website uses cookies to enhance your browsing experience. You can manage your cookie preferences through your browser settings. For more details, see our [Cookie Policy].

12. Changes to This Policy

We may update this Privacy Policy from time to time. Any changes will be posted on this page with an updated revision date.