

## TERMS AND CONDITIONS FOR ONLINE SALES ONLY

### INTRODUCTION

- These Terms govern the sale of products through our Website.
- By placing an order, you agree to be bound by these Terms.

### 1. ABOUT US

- a. **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 GB293235984. This contract covers Aprolis UK Ltd and any of its trading subsidiaries. Please see our website: <https://aprolisuk.co.uk/>
- b. **Contacting us.** To contact us telephone our customer service team at 0115 946 0777 To give us formal notice of any matter, please email [notices@aprolisuk.co.uk](mailto:notices@aprolisuk.co.uk)

### 2. INTERPRETATION AND OUR CONTRACT WITH YOU

- a. **Our contract and definitions.** These terms and conditions (“Terms” and “Conditions”) apply to any order placed by you and supply of goods by us to you; (“Contract”).
- b. No other terms are implied by trade, custom, practice or course of dealing.
- c. We only supply goods and services strictly on a **business-to-business basis**. By creating an account, or placing an order you warrant and represent that:
  - i. You are acting in the course of your trade, business, or profession and **not as a consumer**
  - ii. You are duly authorised to enter into binding agreements on behalf of the business you represent
  - iii. The goods and/or services will be used solely for business purposes.
  - iv. We do not enter into contracts with consumers as defined by applicable consumer protection legislation. Any order placed by a **Consumer** will be declined or cancelled. In the event that an order is inadvertently accepted from a **Consumer** despite our best efforts to verify business status, **Consumer** will be deemed to have placed the order in the course of business, and any statutory rights available to **Consumers** under **Consumer** protection legislation may not apply.
- d. **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.
- e. **Language.** These Terms and the Contract are made only in the English language.
- f. **Your copy.** You should save a copy of these Terms for your ongoing access and future reference
- g. **These Terms and Conditions** do not apply to Dealers or Resellers. If you are a Dealer or Reseller, please refer to your Dealer Specific Terms and Conditions

### 3. PRICING & DESCRIPTION

- a. We make all reasonable efforts to ensure that the description, specification, measurements, weights and illustrations of goods provided online or in brochures are accurate.
- b. Minor variations in colour, design, dimensions or performance shall not constitute a breach of contract.
- c. All prices displayed on the website are exclusive of VAT and delivery, Delivery will be calculated at Checkout once you have added your address details, multi-item orders may be delivered separately depending on delivery timescales
- d. Prices shown on the website are intended to be accurate and are kept up to date, however, errors may occasionally occur.
- e. If we discover an error in the pricing or description of goods ordered and before we have confirmed the order (see clause 4.e) we will notify you as soon as reasonably practicable, you will then have the right to
  - i. Reconfirm the order at the correct price or with the corrected description
  - ii. Cancel the order for a full refund of any amounts paid

- f. We will not be liable for any losses, costs or damages arising from such errors beyond offering the options above.

#### **4. PLACING AN ONLINE ORDER AND ITS ACCEPTANCE**

- a. **You must confirm** you are a business customer, and accept these terms and conditions before your order can be placed.
- b. **Placing your order.** Please follow the prompts on the website to place an order. Each order is an offer by you to buy the goods specified in the order (“Goods”) subject to these Terms.
- c. **Correcting input errors.** Our order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order (and any specification submitted by you) is complete, accurate, and that the product is fit for the purpose for which you intend to use it.
- d. **Acknowledging receipt of your order.** After you place an order, you will receive an email from us acknowledging that we have received it, but please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause **4.e**.
- e. **Acceptance of the order** will be on our Email confirmation that the Goods will be dispatched (“Dispatch Confirmation”).
- f. **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.
- g. It is a fundamental term of our agreement with you, that our goods are for business use only.

#### **5. PAYMENT**

- a. You can only pay for your goods online by using a Bank Transfer, PayPal or debit or credit card. We only accept Visa and Mastercard. You must have permission to use the card details you provide to us.
- b. Payment of the goods and all applicable delivery charges is at the time of order.
- c. If the Card issuer refuses the transaction, we will cancel your order or you may contact us and pay by Bank Transfer.

#### **6. DELIVERY, TRANSFER OF RISK AND TITLE**

- a. Our website shows the approximate delivery time, this will be confirmed when we confirm our acceptance of your order.
- b. Deliveries are made Monday – Friday excluding Bank Holidays and within normal business hours
- c. Good must be delivered to a Business Address and not a residential address
- d. For online purchases paid at point of order, Risk of loss or damage to the goods and Title to the goods shall pass to you upon delivery to your premises or nominated premises or if you wish to collect, by a carrier nominated by you or at point of collection by you. For all other purchases Risk passes as above and Title passes on full payment of goods.
- e. 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.
- f. If you fail to take delivery within 10 days after the day on which we notified you that the Goods are 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.
- g. We do not deliver to addresses outside of the UK.
- h. If we agree to deliver to an exceptional location in the UK, there may be additional charges. For example, for some deliveries to the Scottish Highlands and Islands, Northern Ireland, Channel Islands and Isle of Man.

## 7. NO RETURNS/REFUNDS

- a. We do not provide any standard arrangements for refunds, but if you have a complaint about any product(s) supplied by us to you, contact us.
- b. 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 Clause 9
- c. We do not normally accept returns to us of any product(s).

## 8. MANUFACTURERS WARRANTY

- a. 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 guarantee provided with the Goods.

## 9. WARRANTY FOR THE GOODS

- a. 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 as the Manufacturer gives us, and subject to the same conditions and limitations contained in the Manufacturer's warranty. 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.
- b. Subject to clause 9.a
  - i. New Lift Trucks carry a 12-month parts and labour warranty
  - ii. Pallet Trucks carry a 12-month parts only warranty
  - iii. Parts ordered outside of warranty failures carry a 6-month warranty
- c. Subject to clause 9.d, if:
  - i. 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 9.a;
  - ii. we are given a reasonable opportunity of examining the Goods; and
  - iii. if we ask you to do so, you return the Goods to us at your cost,
  - iv. 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
- d. We will not be liable for breach of the warranty set out in clause 9.a if:
  - i. you make any further use of the Goods after giving notice to us under clause 9.ci
  - ii. the defect arises as a result of us following any drawing, design or specification supplied by you;
  - iii. you alter or repair the Goods without our written consent;
  - iv. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
  - v. the Goods differ from their description or specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
  - vi. The equipment was not used in accordance with standard practices and approved training
  - vii. The equipment has not been maintained in line with manufacturers guidelines
- e. We will only be liable to you for the Goods' failure to comply with the warranty set out in clause 9.a to the extent set out in this clause 9.
- f. 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.

- g. 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

## 10. OUR LIABILITY

- a. References to liability in this clause **10** 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
- b. In purchasing the goods, you acknowledge that the goods are for a business and for business use only.
- c. You may sell the goods on a second-hand basis only with our consent and you agree that the goods are not sold to you for resale purposes.
- d. Any resale must comply with the following conditions
- i. The goods must be sold as-is without any additional warranties, representations or obligations on the part of us
  - ii. Our or the Manufacturers branding, trademarks, or logos must not be misused or misrepresented during resale
  - iii. We may request details of the resale, including buyer information for record-keeping purposes.
- e. The supplier shall not be liable for any claims, losses, or damages arising from any resale of the goods by you
- f. Any resale conducted in breach of this clause shall be deemed a material breach of the terms entitling us to seek damages.
- g. Nothing in these Terms limits or excludes our liability for:
- i. Death or personal injury caused by our negligence
  - ii. Fraud or fraudulent misrepresentation
  - iii. Any other liability that cannot be limited or excluded by law
- h. Subject to clause **10.g** we will not be liable under any circumstance to you for
- i. Any loss of profit, sales, business or revenue
  - ii. Loss or corruption of data, information of software
  - iii. Loss of business opportunity
  - iv. Loss of anticipated savings
  - v. Loss of goodwill
  - vi. Any indirect consequential loss
- i. Subject to clause **10.g** our total liability to you for all losses arising under or in connection with these Terms will in no circumstances exceed £1 Million.

## 11. ASSIGNMENT AND TRANSFER

- a. 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.
- b. You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.
- c. 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).
- d. 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.
- e. 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.
- f. Third party rights. The Contract is between you and us. No other person has any rights to enforce any of its terms.

- g. Data Protection. You and we will comply with Our Privacy Policy as detailed on our website and in **Schedule 1** below.
- h. 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.

## **12. INTELLECTUAL PROPERTY & CONTENT USAGE**

All content displayed on our website—including but not limited to product images, graphics, logos, text, and design elements—is the exclusive property of Aprolis UK Ltd or its suppliers and is protected by copyright and other intellectual property laws. Unauthorized use, reproduction, distribution, or modification of any content from this site is strictly prohibited without prior written consent. This includes copying images for personal or commercial use, sharing on social media, or using in other online or offline platforms.

## SCHEDULE 1

### Privacy Policy

**Effective Date:** 08/10/2025

**Last Updated:** 08/10/2025

**Company Name:** Aprolis UK Ltd

**Website:** [www.aprolisuk.co.uk](http://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

Sheet Stores Industrial Estate

Off Fields Farm Road

Long Eaton

NG10 1AU

Email: [privacy@aprolisuk.co.uk](mailto: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 enquiries
- 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 [privacy@aprolisuk.co.uk](mailto: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.