

Terms and Conditions of Contract

for Stannah Goods Lifts

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Terms and Conditions for Stannah Goodsmaster Lifts

1. Formation of the Contract

These terms and conditions prevail over any inconsistent terms or conditions contained or referred to in the Purchaser's order, acceptance, tender request or any other document. Specifically, the Purchaser's terms and conditions are excluded from the Contract. The Contract shall be formed at the point at which the Purchaser's order or instruction is acknowledged by Stannah, on the terms of such acknowledgement.

2. Definitions

The following words and phrases shall have the meanings set out below unless the context or specific clauses in this contract provide otherwise:

Word or phrase	Meaning
'Adjudicator'	is the person nominated by an Adjudicator Nominating Body selected by Stannah in accordance with Clause 25 of these terms and conditions.
'Deposit'	an amount of 25% of the Contract Price paid to Stannah by the Purchaser within 5 days of formation of the Contract, or invoice date, whichever is sooner.
'Due Date for Payment'	the date on which any payment by the Purchaser becomes due under the Contract.
'Final Date for Payment'	the date on which payment must be made by the Purchaser to Stannah.
'Purchaser'	the company, firm or person whose order or other instruction has been acknowledged by Stannah in writing.
'Stannah'	Stannah Lifts Ltd.
'Contract'	Stannah's quotation, including all schedules, deviations, clarifications and other enclosures, builder's work drawings approved by the Purchaser in writing, the Purchaser's order or other instruction (excluding any terms and conditions or other conflicting provisions) which has been acknowledged in writing by Stannah, and these terms and conditions.
'Works'	the supply, installation and commissioning of lift(s) as described in Stannah's quotation.
'Contract Price'	the price stated in Stannah's quotation, unless otherwise agreed in writing between the parties, and is exclusively related to the supply, installation and commissioning of the lift(s).
'Adjusted Contract Price'	the Contract Price plus the price payable by the Purchaser for any additional work or activity carried out by Stannah in relation to any lift together with any other sum Stannah becomes entitled to under the terms of the Contract.

3. Drawings

- i. If Stannah produces builder's work drawings and/or general arrangement drawings on the instructions of the Purchaser and no contract is subsequently formed, Stannah shall be entitled to payment by the Purchaser at Stannah's rates prevailing at the time such drawings are produced, for each drawing and each revision.

- ii. The cost of a single builder's work drawing is included within the Contract Price, and any revisions will be chargeable at Stannah's rates prevailing at the time such revisions are produced.
- iii. If a shaft dimensional check is performed by Stannah, this is at Stannah's discretion and will be limited to basic dimensional checks. The Purchaser shall provide Stannah with free, uninterrupted and safe access to enable Stannah to carry out such checks which shall, if necessary, form the basis of a schedule setting out the builder's work and other work to be undertaken by the Purchaser prior to the installation of any lift. For the avoidance of doubt, the Purchaser shall at all times remain responsible for ensuring that the lift shaft, openings and other structural, building and construction requirements are fully compliant with Stannah's requirements and/or builder's work details including, but not limited to, Stannah's builder's work drawings and schedule(s).
- iv. In the event that any document or information provided by the Purchaser (including, but not limited to, drawings) are inaccurate and such inaccuracy causes a delay or cost to Stannah, Stannah shall be entitled to an extension of time under Clause 20 and to loss and expense and/or damages under Clause 19.

4. Purchaser's Obligations

- i. The Purchaser shall at all times act in a fair and reasonable manner towards Stannah.
- ii. The Purchaser shall provide Stannah with accurate drawings and any other required documents upon request, and in a timely manner in order that Stannah may produce builder's work drawings.
- iii. If a shaft dimensional check is performed, the Purchaser shall provide Stannah with free, uninterrupted and safe access to enable Stannah to carry out checks.
- iv. The Purchaser shall carry out and complete all its obligations in accordance with Stannah's required timescales and in a good and workmanlike manner, using materials of a satisfactory quality to facilitate and enable the proper completion of the Works. In the event that Stannah (at its discretion) attends site prior to manufacture and/or installation to take dimensions and/or to determine if the site is sufficiently ready for installation, it remains the absolute responsibility of the Purchaser to ensure that the lift shaft and all other aspects of builders work comply with the dimensions and other criteria set out on Stannah's builders work drawings and the Contract. The absence of any report by Stannah of any breach of any of the Purchaser's obligations does not absolve the Purchaser of any of his obligations. The Purchaser acknowledges that the lift(s) being provided are model lift(s), and therefore not bespoke, and that the lift shaft(s) must be constructed and/or altered to meet the requirements set out in Stannah's builder's work drawings. Stannah reserves the right to inform the Purchaser of any additional requirements to facilitate the installation of the lift(s), and the Purchaser agrees to comply with any such requirements at no cost to Stannah. The risk and liability in the lift shaft remains the absolute responsibility of the Purchaser and not Stannah. For the avoidance of doubt, the Purchaser fully indemnifies Stannah for all and any losses, costs or damages that may arise as a result of a failure by the Purchaser to comply in all respects with Stannah's builders work drawings and/or schedules.
- v. The Purchaser shall provide, free of charge to Stannah, all necessary attendances, facilities and assistance to enable Stannah to unload and store materials and to carry out and complete the Works on site.
- vi. The Purchaser shall not commit any act which causes Stannah to be in breach of any contract or agreement between Stannah and its suppliers or sub-contractors.

5. Stannah's Obligations

- i. Stannah shall carry out and complete the Works in accordance with the Contract in a good and workmanlike manner, using materials of a standard required by the Contract.
- ii. Stannah shall at all times act in a fair and reasonable manner towards the Purchaser.
- iii. Stannah shall produce builder's work drawings, which will require, and be based on, drawings provided by the Purchaser to Stannah.

6. Manufacture

The commencement of the manufacture of any lift is subject to the completion of the following conditions precedent:

- i. Written approval (via Stannah's Drawing Approval form) by the Purchaser of Stannah's builders' work drawings and any revisions, by the date notified by Stannah to the Purchaser in writing.
- ii. Written approval (via Stannah's Schedule of Finishes form) by the Purchaser of lift car finishes, along with any options and/or variations, by the date notified by Stannah to the Purchaser in writing.
- iii. Receipt by Stannah of the Deposit and all stage payments as required by Clause 13.

Thereafter, Stannah will commence and complete the manufacture of the lift(s).

7. Delivery

Delivery will be made to site, or to any alternative UK address nominated by the Purchaser in writing. Delivery of any lift, or any component part, is subject to the completion of the following conditions precedent:

- i. Receipt by Stannah of Stannah's Start on Site (SOS) Form, completed by the Purchaser.
- ii. Notification in writing by the Purchaser that all builder's work, along with any other work requested by Stannah, has been properly and fully completed.
- iii. Notification in writing by the Purchaser that the lift(s) shall be stored securely by the Purchaser.
- iv. Receipt by Stannah of all stage payments as required by Clause 13.

Once delivered to site, all materials shall in all respects be at the Purchaser's risk. For the avoidance of doubt, the Purchaser shall indemnify Stannah against all and any losses, howsoever caused, including but not limited to theft, damage, loss, wilful destruction or deterioration. Any damage or loss may result in increased handling costs (for which the Purchaser shall be liable) and/or additional installation time. Title in the Works shall remain with Stannah until payment in full has been received.

8. Installation

Installation is subject to the completion of the following conditions precedent:

- i. Receipt by Stannah of a written notice from the Purchaser that the installation may be commenced within 14 – 21 days.
- ii. Provision of clear, adequately lit, safe and uninterrupted access during the whole of the installation period.

- iii. Receipt by Stannah of all stage payments as required by Clause 13.
- iv. A minimum notice period of two working weeks is required for Stannah to reschedule or reprogramme the installation, due to circumstances outside its control. In such circumstances, re-mobilisation of installation labour will be required, and the expected remobilisation period will be advised, subject to labour availability. Any delays resulting from factors outside Stannah's control will be added to the installation period.

9. Commissioning

- i. It is a condition precedent to commissioning and handover of any lift that Stannah shall have received payment of the Contract Price or Adjusted Contract Price as applicable.
- ii. Receipt by Stannah of a completed Testing and Commissioning (TAC) Form, indicating that the site is ready in all respects for the lift(s) to be tested and commissioned, is a condition precedent to commissioning and handover of any lift.
- iii. Following the installation of any lift, Stannah will carry out the commissioning in the presence of the Purchaser (subject to availability of the Purchaser, at the time of such commissioning). Stannah will, if requested by the Purchaser, and at the same time as commissioning, demonstrate the completed installation to the Purchaser.
- iv. Following the above, the Purchaser will sign and return Stannah's Completion and Handover Certificate.

10. Storage of Materials

- i. Stannah will store manufactured lifts and/or component parts at its premises until Stannah considers the site to be ready to take delivery and for installation to commence. Storage will be charged to the Purchaser at the rate of £300 per week, per lift, until delivery to site is made. Availability of any alternative storage facilities does not relieve the Purchaser from these storage charges. The above fee shall also be applicable if split deliveries are required as a consequence of insufficient or inadequate storage space on site.
- ii. Any costs incurred under Clause 10(i) shall be deemed to be a variation to the Contract and shall be payable immediately.

11. Operation and Maintenance Manual

One copy of Stannah's standard operation and maintenance manual will be provided to the Purchaser, in electronic format, on receipt by Stannah of both the Completion and Handover Certificate referred to in Clause 9, and receipt by Stannah of all payments due.

12. The Contract Price and the Adjusted Contract Price

- i. Subject to the agreement of Stannah, the Works may be modified or varied by way of addition, changes in standards, specifications and/or nature of the Works, or the timing and/or sequence in which the Works are to be delivered. Such modification or variation shall not vitiate the Contract and shall form the Adjusted Contract Price. The Adjusted Contract Price shall include any agreed modifications/variations, along with any other activity carried out by Stannah on behalf of the Purchaser including, but not limited to, the removal of a lift, supply of scaffolding, painting of lift shafts, fire stopping within the lift shaft or general builders work. Payment by the Purchaser of the Adjusted Contract Price shall be a condition precedent to the commencement of any such work.

- ii. The prices quoted are based on materials and labour rates applicable at the date of the accepted quotation and shall be subject to adjustment in accordance with the Formula and Indices for Contract Price Adjustment (current edition), compiled by the Lift and Escalator Industry Association ('the Formula'). Alternatively, if specified in the accepted quotation, fixed prices are quoted on the basis that the manufacture and installation will be completed within the period specified. Should completion be delayed for any reason beyond Stannah's control, the Contract Price or Adjusted Contract Price are subject to adjustment in accordance with the Formula.
- iii. The Contract Price or Adjusted Contract Price shall be subject to further variation in respect of any additional costs arising by virtue of any statute, regulations or orders issued by any Government department or other duly constituted authority.
- iv. Any adjustment made in accordance with this Clause 12 will be invoiced immediately after the amount of such adjustment has been ascertained and shall be payable by the Purchaser on receipt of a notice from Stannah outlining the amount of the adjustment.
- v. Stannah shall be entitled to dayworks calculated in accordance with the Lift and Escalator Industry Association's Daywork Rates current at the time the work is carried out plus the percentage additions for overheads set out below:

Labour	220%
Materials	100%
Plant	50%

13. Payment

- i. The Purchaser shall pay to Stannah the Contract Price or the Adjusted Contract Price (as applicable) without any deductions or set off. For the avoidance of doubt, failure by the Purchaser to make payment in accordance with the Contract will constitute a material breach, allowing Stannah all available remedies, up to and including termination of the Contract.
- ii. The Due Date for Payment of the Deposit (30% of the Contract Price) plus any amount for variations completed and lift removal (where applicable) and sums recoverable in accordance with Clauses 19 and 20 shall be no later than 5 days after the Contract has been formed in accordance with Clause 1, or 5 days from the date of Stannah's invoice, whichever is the sooner.
- iii. The Due Date for Payment of 50% of the Contract Price plus any amount for variations completed and sums recoverable in accordance with Clauses 19 and 20 shall be no later than 5 days after approval of Stannah's builders' work drawing and/or agreement of the design of any lift. Payment of the first two stages (80% of the Contract Price or Adjusted Contract Price (as applicable) in total) is a condition precedent to commencement of manufacture of any lift.
- iv. The Due Date for Payment of 20% of the Contract Price plus any amount for variations completed and sums recoverable in accordance with Clauses 19 and 20 shall be no later than 5 days after completion of installation. Payment of 100% of the Contract Price or Adjusted Contract Price (as applicable) is a condition precedent to the testing, commissioning and handover of any lift.
- v. The invoices referred to in this Clause 13 will automatically take effect as the default payment notice (the 'Payment Notice') under section 110B(4) of the Housing Grants, Construction and Regeneration Act 1996 (as amended).
- vi. If the Purchaser intends to pay less than the sum stated as due in the Payment Notice he shall, at least 5 days before the Final Date for Payment, give written notice (a Pay Less Notice) to Stannah of his intention to do so. The Pay Less Notice shall specify the

sum that the Purchaser considers to be due and the basis on which that sum has been calculated. Where a Pay Less Notice is given the payment to be made by the Final Date for Payment shall not be less than the amount stated as due in the Pay Less Notice.

- vii. The Final Date for Payment of all payments shall be no more than 15 days from the Due Date for Payment.
- viii. Subject to any Pay Less Notice issued in accordance with Clause 13(viii) the sum paid by the Purchaser by the Final Date for Payment shall be the sum stated as due in the Payment Notice.
- ix. It is a condition precedent that all payments must be received and cleared 5 days prior to delivery, manufacture, installation, test and handover of any lift, as applicable.
- x. VAT, where applicable, will be added to all invoices.
- xi. No retention will be deducted from any payment.
- xii. Stannah will charge the Purchaser simple interest on all late payments in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- xiii. The Purchaser is not entitled to deduct any discount unless stated to the contrary within the Contract.
- xiv. The Purchaser shall comply in all respects with The Housing Grants, Construction and Regeneration Act 1996 as amended by The Local Democracy, Economic Development and Construction Act 2009.
- xv. Stannah may at any time and in its absolute discretion require full payment of the Contract Price or Adjusted Contract Price (as applicable). In such a case the Due Date for Payment and the Final Date for Payment shall be the dates appearing on an invoice.
- xvi. The Purchaser shall make all payments by CHAPS or BACS.

14. Suspension

If any payment has not been received in full by Stannah by the Final Date for Payment, and/or the Purchaser fails to comply with its express and/or implied obligations under the Contract, then: -

- i. Stannah may serve a notice in writing of its intention to suspend all work and the further performance of the Contract. Stannah shall be entitled, following a period of 7 days after the date of such notice, to suspend work and the further performance of the Contract until either all due payments have been received by Stannah and/or the breach has been rectified.
- ii. Stannah may serve a notice in writing of its intention to suspend all work and the further performance of the Contract and Stannah shall be entitled, following a period of 7 days after the date of such a notice, to suspend work and the further performance of the Contract until all obligations have been completed by the Purchaser to the entire satisfaction of Stannah.
- iii. The Purchaser shall allow Stannah a reasonable period of time in which to re-commence performance of the Contract after the noted breach(es) has/have been rectified to the entire satisfaction of Stannah.
- iv. The period of any suspension arising from Clauses 14(i) to 14(iii) shall not be considered a delay for which Stannah is responsible.

15. Cancellation

The Purchaser shall be liable for all costs, damages, losses, expenses, including but not limited to loss of profit, arising from the determination of the Contract for any reason.

16. Defects Liability Period

The defects liability period shall be 12 months from the date the Works are practically complete (in Stannah's opinion).

17. Retention of Title

- i. All goods intended for incorporation into the Works shall at all times remain the property of Stannah until payment in full has been received by Stannah.
- ii. In the event of non-payment, the Purchaser shall allow or arrange for Stannah to enter any premises to retrieve any materials or components at the discretion of Stannah. The risk in the materials shall pass to the Purchaser on delivery by Stannah or by a carrier nominated by Stannah to either site or storage.

18. Variations

- i. The Purchaser acknowledges that any agreed variation to the Works may have a time and/or cost implication. The time and/or cost implications of any variation shall be set out by Stannah in a lump sum quotation which will be added to the Contract Price or Adjusted Contract Price as applicable. Agreement of the quoted time and/or cost implication is a condition precedent to Stannah proceeding with any requested variation.

19. Loss and/or Expense

If the regular progress of the Works is either prolonged and/or disrupted and/or otherwise affected by any act, omission or default of the Purchaser (or those for whom the Purchaser is responsible) then Stannah shall notify the Purchaser in writing, which notice will include details of any loss and/or expense incurred by Stannah, along with any implications to the programme. The noted loss and/or expense shall be added to the Contract Price or Adjusted Contract Price as applicable and shall be paid by the Purchaser in the next stage payment. This remedy is in addition to any other remedy available to Stannah under the Contract or at law.

20. Extension of Time

- i. The Purchaser and Stannah shall carry out their respective obligations under the Contract in accordance with the Contract and these terms and conditions. If the preparation, performance, or completion of the Works is delayed, disrupted, prevented or hindered by any event, circumstance, or cause beyond Stannah's control then the period for the completion of the Works shall be extended by a period equivalent to the delay, disruption or hindrance. Where the delay, disruption or hindrance has greater effect on the completion of the Works, then the period for completion of the Works shall be extended by such further time as in all the circumstances would be fair and reasonable. In all cases, upon receipt by the Purchaser of a written application for an extension of time pursuant to this Contract, the Purchaser shall confirm the same no later than 14 days from the date of issue. Should the Purchaser fail to do so, then the Purchaser shall be deemed to have agreed to the requested extension of time stated in Stannah's notice and shall have no further entitlements whatsoever in this regard.

- ii. Stannah and the Purchaser shall use their reasonable endeavours to prevent and mitigate delay to the progress of the Works.
- iii. Stannah shall not be liable for any delay or for any consequences of any delay in the production or delivery of any of the goods comprised in the Works or in the completion of the Works in circumstances where an estimated time for completion of the Works has been provided by Stannah. Unless expressly defined by Stannah in writing as 'Guaranteed', all dates and times referred to shall be regarded as estimates.
- iv. Notwithstanding any other provision of the Contract, Stannah shall not be liable for any delay, or any consequences of delay which is due in any part to fire, strike, lockout, dispute with workmen, flood, accident, delay in transport, shortage of fuel, default of any subcontractor, inability to obtain material and/or labour, embargo, act or demand or requirement of any government or any government department or local authority, or as a consequence of war or of hostilities (whether war be declared or not) or any other cause whatsoever beyond the reasonable control of Stannah. If any such delay occurs, then (unless the cause thereof shall frustrate or render impossible or illegal the performance of the Contract or shall otherwise discharge the parties from their obligations under the Contract) the period for delivery of materials and/or completion of the Works shall be extended by a period equivalent to such delay).
- v. Where the Works are subject to an extension of time in accordance with this Clause 20, then the provisions of Clause 19 shall apply.

21. Liquidated Damages Cap

- i. Where Stannah has agreed in writing to a date for completion of the Works, and defined such date as 'Guaranteed' (the Guaranteed Completion Date) and the Works are not so completed for reasons entirely within Stannah's control and other than those attributable entirely or partially to the Purchaser, Stannah shall pay to the Purchaser an amount equal to 1% (one per cent) of the Contract Price per full week of delay up to an aggregate maximum amount of 10% (ten per cent) of the Contract Price, on a pro-rata basis for each lift (Liquidated Damages Cap). Stannah and the Purchaser agree that the Liquidated Damages Cap represents an agreed pre-estimate of losses likely to be suffered by the Purchaser in the event of delay beyond the Guaranteed Completion Date and are not a penalty. The Liquidated Damages Cap shall be the only damages payable by Stannah for any delay whatsoever.
- ii. If the performance of the Works is delayed for reasons outside Stannah's control, Stannah shall be entitled to claim for any loss and/or expense flowing from such delay available under the Contract or at law. For the avoidance of doubt, any delay to the works (including to delivery of materials to site) outside Stannah's direct control, shall be at the Purchaser's risk.

22. Responsibility for Materials

- i. Upon delivery of the materials to site or storage, the responsibility for the protection, insurance and the cost of replacing any lost, stolen or damaged component shall pass to the Purchaser.
- ii. Where Stannah attends site prior to installation to take dimensions and/or to determine if the site is sufficiently ready for installation or testing, it remains the absolute responsibility of the Purchaser to design and construct the lift shaft to the dimensions set out on Stannah's builders work drawings notwithstanding that Stannah may not have detected and/or reported any breach of any of the Purchaser's obligations.

23. Liability

- i. Subject to Clause 23(ii) Stannah shall not under any circumstances whatsoever be liable for any consequential loss including loss or damage arising from a breach of contract, tort (including negligence), under statute or any other basis in law or equity including, but without limitation, the following: loss of profits; loss of revenue; loss of production; loss or denial of opportunity; loss of access to markets; loss of goodwill; loss of business reputation, future reputation or publicity; damage to credit rating; loss of use; and indirect, remote, abnormal or unforeseeable loss, or any similar loss whether or not in the reasonable contemplation of the contracting parties at the time of execution of the Contract.
- ii. Nothing in these terms and conditions or the Contract limits or excludes Stannah's liability for: (a) death or personal injury resulting from negligence; or (b) any damage or liability incurred by the Purchaser as a result of Stannah's fraud.
- iii. Stannah's total liability in connection with the Contract shall be limited to the Contract Price.
- iv. Save as provided by statute, Stannah shall not be liable for and the Purchaser shall indemnify and hold Stannah harmless against any claim for loss or damage to property directly or indirectly occasioned by or arising from the use or operation (other than by Stannah) or possession of any of the Works and from negligence (including the use of any part of the Works otherwise than in accordance with Stannah's operating instructions and manuals) or default (including any non-compliance with any obligation of this Contract, any delay, any wrong information and any lack of required information) or misuse by or on the part of the Purchaser or any persons other than Stannah.
- v. This indemnity shall extend to any costs and expenses incurred by Stannah and shall continue in force notwithstanding the termination of the Contract.
- vi. The Purchaser shall not use or permit to be used the whole or any part of the Works or equipment forming the subject of the Contract before it has been completed, tested and handed over by Stannah and in the event of any such unauthorised use Stannah shall not be liable for any loss or damage arising therefrom.

24. Notices

- i. Any notice or document may be served on the other party by any effective means.
- ii. The effective means are either a properly addressed, pre-paid notice served by first class post at the last known business address of the other party, or by electronic mail.

25. Adjudication

- i. Either party may at any time refer any dispute arising out of or under this contract to adjudication in accordance with The Scheme for Construction Contracts (England and Wales) Regulations 1998 as amended by The Scheme for Construction Contracts (England and Wales) Regulations 1998 (Amendment) (England) Regulations 2011.
- ii. Any competent Adjudicator Nominating Body selected by Stannah shall be entitled to nominate an Adjudicator.

26. Third Party Rights

Nothing in this contract shall confer or purport to confer upon any third party any benefit or right against Stannah or the Purchaser.

27. Law

The law of England shall apply to this contract.

28. Assignment & Novation

- i. The benefits under the Contract and/or any rights arising under it may be assigned by Stannah on two occasions including to other members of the same group of companies of which Stannah forms a part without the consent of the Purchaser.
- ii. The benefits under the Contract and/or any rights arising under it may not be assigned by the Purchaser without Stannah's prior written consent.
- iii. Stannah may invite the Purchaser to execute a deed of novation proposing the transfer of all of Stannah's rights and obligations under the Contract to a third party or to other members of the same group of companies of which Stannah forms a part and the Purchaser shall not unreasonably withhold consent to such novation.

29. Determination

Stannah shall be entitled to determine the Contract in circumstances where:

- i. the Purchaser is in material or continuing breach of any of its obligations under the Contract and fails to remedy such breach within 10 days of the receipt of written notice of such breach; and/or
- ii. the Purchaser makes a voluntary arrangement with its creditors or becomes subject to an administration order or goes into liquidation or an encumbrancer takes possession of, or a receiver or manager is appointed over, all or any property or assets of the Purchaser or the Purchaser ceases or threatens to cease to carry on business or the Purchaser generally becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986.

30. Guarantee

Stannah guarantees materials and workmanship for a period of 12 months from either the date the Works are practically complete (in Stannah's opinion), or 18 months from the date of manufacture (whichever is soonest). The terms set out in the attached guarantee form part of these terms and conditions.

31. Remote Monitoring

Where the Contract includes remote monitoring, delivered through the Stannah remote monitoring platform, the *Supplementary Conditions for Stannah Connected Services* (available at [Terms & conditions - Stannah Lifts](#)) apply and are duly incorporated into the Contract.