

# CONDITIONS OF SALE OF GOODS AND WORKS / U.K. TRADE

- 1. Definitions**

In these conditions the following words shall have unless the context requires otherwise the meaning set out opposite them

  - 1.1** "the Company" shall mean Towrite Electric Vehicles (Harborough) Ltd.
  - 1.2** "the Customer" shall mean any person turn company or organisation to whom the company agree to sell the Goods
  - 1.3** "the Goods" shall mean the goods (and any parts thereof) the subject matter of the contract as described in these condition and of appropriate ) on the face of the company's acknowledgement of order form.
- 2. General**
  - 1.4** All contracts for the sale of the Goods or performance of the Works (or partly for the sale of the Goods and partly for the performance of the works) by the Company are made subject to these conditions of sale which supersede any earlier sets of conditions issued by the company Any stipulations or conditions in the customers order form or other Documents delivered by the customer which would if applicable conflict with these conditions or in any way quality negative the same shall be deemed to be inapplicable to the Company unless the same shall have been expressly agreed to in writing in a document agreed by a director of the Company has authority to alter or qualify these conditions in any way
  - 1.5** the company reserves the right by notice in writing to the customer signed
  - 1.6** by a director of the company to add to amend or verify these conditions at any time before acceptance of delivery of or payment for the goods or commencement of or payment for the works.
  - 1.7** Quotations shall available for acceptance (unless expressly stated over wise) for a maximum period of 30 days from the date thereof any may be withdrawn by the company within such at any time by written or oral notice
  - 1.8** If ant statement or representation has been made to the customer by the company its servants or agents upon which the customer relye other than in the documents enclosed with the company's quotation or acknowledgement of order then customer must set out that statement or representation in a document to be attached to or endorsed on the order and such case the company may confirm reject or clarify the point and submit a new quotation
  - 1.9** If subsequent to a contract in which these conditions are incorporated any further contract of sale is concluded with the customer by letter or telegram or orally or by a combination of these factors without express reference to these general conditions it shall be a term of such contract that these general conditions of sale apply thereto
- 3. Delivery**
  - 3.1** Time of delivery is given as accurately as possible but is not guaranteed.
  - 3.2** In the event that the goods are not delivered on the date stipulated then the customer shall accept delivery of the goods within such further period which is reasonable in all the circumstances provided that if the customer is of the reasonable opinion that such a reasonable period has expired he shall give written notice to that effect to the company stating his reason for such opinion whereupon such reasonable period shall be deemed to expire or cancel the order for delay in delivery not exceeding 15 days beyond such reasonable period.
  - 3.3** The company shall not be required to fulfil orders for the goods in sequence in which they are placed.
  - 3.4** Failure by the customer to take delivery of or to payment in respect of the goods or any one or more instalments of the goods shall entitle the company to treat the whole of the contract as repudiated by the customer.
  - 3.5** Without prejudice to condition 3.4 the company will endeavour to comply with reasonable requests by the customer for postponement of delivery of the goods but shall be under no obligation to do so and where delivery is postponed by agreement otherwise than due to default by the company the customer shall pay all costs and expenses including a reasonable charge for storage and transportation occasioned thereby and payment for the goods shall by made on the date payment would have been due had delivery not been postponed.
- 4. Passing of Property and Risk**
  - 4.1** risk shall pass to the customer so that the customer is responsible for all loss damage or deterioration to the goods.
    - 4.1.1** if the company delivers the goods by its own transport or in accordance with a specific contractual obligation arranges transport for the goods at the time when the goods arrive at he place of delivery
    - 4.1.2** in all other circumstances at the time when the goods leave the company's premises.
    - 4.2** title to the goods or any part thereof shall not pass to the customer until
    - 4.2.1** the customer has paid to the company all sums due and payable by it to the company under the contract and all other price contracts between the company and the customer or
    - 4.2.2** the company serves notice in writing on the customer specified part thereof has passed to the customer And until the goods has passed to the customer shall possess the goods or any part thereof as a bailee of the company and shall store the goods or any part thereof separately from other goods so as the property of the company.
    - 4.3** the company shall be entitled to recover goods in respect of which title has not passed to the customer at any time and the customer hereby licences the company its officers employees and agents to enter upon any premises of the customer or recovering any goods in respect of which title has not passed to the customer.
    - 4.4** The customer shall only be at liberty to sell the goods hereunder prior to the passing of the
- To the customer on the understanding that portion of the proceeds of sale of the goods which represents the sums due to company hereunder belong to the company and are held by the customer on trust for the company and are paid into separate bank account designated as a trust account for the company.
  - 5. Price.**
    - 5.1** all prices are unless otherwise stated quoted nett ex works exclusive of V.A.T. or other tax or duty related to the sale of goods chargeable to the company and the cost of carriage and packaging if required by the Customer shall charged extra.
    - 5.2** if after the date of the company's quotation the cost to the company of the materials used by the company in manufacture of the goods is increased then the company may give notice of any such increase which the company is proposing to pass on to the customer and such notice if given shall have the effect of increasing the company quoted price for the goods. The customer may by notice in writing to the company within 7 days of the notice of such increase cancel the order and in this event the contract for the sale of the goods shall by determined without any liability whatsoever being incurred by the company or the customer to the order. If the customer shall not give written notice rejecting the increase within 7 days then the increase shall be added to the quoted price an form of the contract between the company and the customer.
  - 6. Terms of Payment**
    - 6.1** Unless otherwise agreed by the company in writing payment for the goods should be paid in full and received by the company. The company shall be entitled to submit its invoice with its delivery advice note or at any time thereafter save that where delivery has been postponed at the request of or by the default of the customer then the company may submit its invoice at any time after the goods are ready for delivery or would have been ready for delivery in the ordinary course but for the request or default as aforesaid.
    - 6.2** Where the goods are delivered by instalments the company may invoice each instalment separately and the customer shall pay such invoices in accordance with these condition.
    - 6.3** In the event of default in payment by the customer to the company shall be entitled without prejudice to any other right or remedy the company has under these conditions and without prior notice to suspend all further deliveries on any contract or contracts between the company and the customer and to charge interest on the amount outstanding at the ate of 4% above the bade rate of Barclays Bank Plc from time to time in force throughout the period and the amount outstanding. A cheque tendered by the customer in payment shall not be treated as payment until the same has been cleared.
  - 7. Cancellation**

Cancellation of the contract will only be agreed to by the company on conditions that all costs and expenses incurred by company up to the time of cancellation and all loss of profits and other loss or damage resulting to the company by reason of such cancellation will by paid forthwith by the customer to the company.
  - 8. Dimensions**

Dimensions specified by the company are to be treated as approximate only unless the customer specifically states in writing that exact measurements are required.
  - 9. Shortage and Defects**

The Company shall not be liable for :

    - 9.1** Any shortages or defects in the quality or state of the goods which would be apparent on visual inspection unless the customer shall have inspected the goods within 3 working days of its arrival at its premises and have given within 14 days of arrival of the goods at its premises a written notice to the company specifying the matters complained of and shall have afforded the company reasonable opportunity of inspecting the goods before they have been used processed sold.
    - 9.2** Any shortage of defects in the quantity or state of the goods not apparent on visual inspection unless the customer shall have given written notice to the company specifying the matter complained of as soon as reasonably practicable after discovery of such matter ceased to make any use of the goods and shall have afforded the company a reasonable opportunity to inspect the goods
    - 9.3** Without prejudice to 9.1 and 9.2 of the condition any discrepancies in weight unless the goods at the customers premises and shall have afforded the company a reasonable opportunity of witnessing are weigh thereof before the goods have been used processed or sold or
    - 9.4** Loss or damage suffered by reason of use of the goods after the customer becomes aware of circumstances which should reasonably have indicated the existence of a defect.
  - 10. Guarantee**

In the event that the goods or any part thereof are defective in quality or state or are otherwise not in accordance with the contract then the customer shall require (in...of any legal remedy which may otherwise have been due to the customer the company to repair or supply satisfactory substitute goods and the company provided the customer has complied with the requirements as to notice contained in these conditions shall be obliged at its option to repair or take back the defective goods and supply satisfactory substitute goods then the customer shall be bound to accept such repaired or substitute goods and the company shall be under no liability to the company in respect of any loss or damage whatsoever arising form the initial delivery of defective goods or from the delay before the defective goods are repaired or the substitute goods are delivered.
  - 10.2** In the event that the goods are not manufactured by the company then the company gives no assurance warranty or guarantee whatsoever that the ale or use of the goods will not infringe patent, copyright, registered design, design copyright or other intellectual property rights of any other person firm or company
- 11. Liability**

Save where the company can be shown to have failed to exercise reasonable care in the manufacture and or supply of the goods and such failure results in death or personal injury the Complaint shall not without prejudice to condition 10 be liable to the Customer for loss, injury or damage or any kind whatsoever consequential or other wise including without limitation removal or rectification work require in connection with the installation of repaired or substituted goods ) which results directly or indirectly from the Company's supply or failure to supply Goods to the Customer.
- 12. Confidential Information**

All drawings documents confidential records computer software and other information supplied by the Company are supplied on the express understanding that copyright is reserved to the Company and that the Customer will not without the written consent of the Company either give away loan exhibit or sell any such drawing documents records software or other information or extracts there from or copies thereof or use them in any way except in connection with the Goods in respect of which they are supplied.
- 13. Customer's Drawings**
  - 13.1** The Customer shall be solely responsible for ensuring that all drawings information advice and recommendations given to the Company either directly or indirectly by the Customer or by the Customers agents servants consultant or advisers are accurate correct and suitable Examination or consideration by the Company of such drawings information advice or recommendations shall in no way limit the customers responsibility hereunder unless the Company specifically agree in writing to accept responsibility.
  - 13.2** The Customer shall indemnify the Company from and against all actions claims costs and proceedings which arise due to the manufacture of the goods to the drawings or specifications of the Customer where such drawings or specifications are at fault or where it copyright or other exclusive intellectual property right.
- 14. Date and Technical Information.**

The information contained in the advertising sales and technical literature issued by the Company may be relied upon to be accurate in the exact circumstances in which it is expressed otherwise any illustrations performance details examples of installations and methods of assembly and all other technical data in such literature are based on experience and upon trials under test. Conditions and are provided for general guidance only. No such information shall form part of the contract unless the Customer shall have complied with Condition 1.3 hereof relating to statements and representations.
- 15. Sub – Contractors**

The Company shall be entitled without the prior consent of the Customer to sub – contract the whole or any part of the contract or to employ any independent contractor to perform its obligations under the Contract and I so doing none of the obligations accepted hereunder by or the rights conferred on the Company shall in any way be negative or varied.
- 16. Quantum Meruit**

Where from any cause whether arising under the contract or otherwise and whether due to the Company's breach of contract or other wise the works are only partly completed then the Company shall be entitled to payment on a quantum meruit basis in respect of all work done by them without Prejudice to the Company's other rights and remedies should no – completion be occasioned by default of the Customer.
- 17. Insolvency**

If the Customer shall become bankrupt or unable to pay its debt as prescribed by section 123 insolvency Act 1986 or compound with its creditors or in the event of a resolution being passed or proceedings commenced for the purpose of reconstruction or amalgamation or if a Receiver Manager Administrator or Administrative Receiver's appointed of all or any part of its assets or undertaking the Company shall be entitled to cancel the contract in whole or in part by notice in writing without prejudice to any right or remedy accrued or accruing to the Company.
- 18. Force Majeure**

In the event that the manufacturer or delivery of any goods or performance of the Works is prevented or hindered directly or indirectly by fire, the elements, war, civil commotion, strikes or lock... outs, industrial dispute, shortage of raw materials or fuel notwithstanding that the company has taken all reasonable steps to procure the same, shortage of labour, break down or partial failure of plant and machinery, late receipt of the Customers Specification or other necessary information acts, orders or regulations of Government delay on the part of any independent subcontractor or supplier, or any other cause whatsoever beyond the reasonable control of the Company then the time for delivery of the goods or performance of the works shall be extended for a reasonable period having regard to the effect of the delaying cause on the manufacturer delivery or performance.
- 19. Notices**

Any notice required to be given by either the Company or the Customer to the other shall be deemed to be properly served if sent by prepaid registered letter posted to its registered office or such other address as may from time to time be notified to the other for this purpose and any notice served shall be deemed to have been served 24 hours after the time of posting and in providing such service it shall be sufficient to prove that the notice was properly addressed and posted.
- 20. English Law**

The contract made hereunder shall be governed and interpreted according to English Law and the Company and Customer hereby submit themselves to the jurisdiction of the English Courts.