

## VANLINERS LIMITED

Registered Office: Raikes Lane Industrial Estate, Raikes Lane, Bolton BL3 2NH

## TERMS AND CONDITIONS OF SALE

### 1) DEFINITIONS

In these conditions, unless the context otherwise:

“Company” means Vanliners Limited, company registered in England and Wales under company number 05161539 whose registered office is at Raikes Lane Industrial Estate, Raikes Lane, Bolton BL3 2NH.

“Customer” means the person who agrees to purchase Goods and/or Services from the Company.

“Delivery Date” means the date when the Goods and/or Services are to be delivered, as specified by the Company.

“Goods” means the goods the Customer agrees to purchase from the Company, as set out in the Order.

“Order” means the Customer’s written acceptance of the Company’s quotation.

“Services” means the services the Customer agrees to purchase from the Company, as set out in the Order.

### 2) APPLICABILITY OF CONDITIONS

- a) The Order constitutes an offer by the Customer to purchase Goods and/or Services (as applicable) in accordance with these Conditions.
- b) The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence.
- c) These Conditions apply to the Agreement to the exclusion of any other terms the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- d) Any quotation given by the Company shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.
- e) All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.
- f) Acceptance of delivery of the Goods and/or Services by the Customer shall be deemed conclusive evidence of the Customer’s acceptance of these Conditions.
- g) No variation of these Conditions shall be valid unless agreed in writing between the parties.

### 3) GOODS AND SERVICES

- a) The quantity and description of the Goods and nature of the Services are described in the Company’s quotation.
- b) The Company shall supply the Services to the Customer in accordance with the Company’s quotation all material respects.

### 4) PRICE

- a) Unless fixed prices have been specifically agreed by the Company, notwithstanding any offer, quotation, tender price or price list, all prices are subject to alteration without notice and will be invoiced at prices ruling at the date on which the Goods and/or Services are provided.
- b) Accounts are payable by the end of the month following the month in which completion of the Order takes place. Time for payment shall be of the essence.
- c) In the event of any delay or delays in completion of the Order due to the Customer’s acts or omissions the Customer shall make payment to the Company, as if the Goods had been delivered at the times at which but for those delays delivery would have taken place.
- d) If the Customer fails to make payment due to the Company under this Agreement by the due date, then, without limiting the Company’s remedies, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Agreement will accrue each day at four per cent per annum above the base rate of the Royal Bank of Scotland plc from time to time, but at 4% a year for any period when that base rate is below 0%.



- e) All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- f) The Company shall have the right to cancel or postpone performance of this Agreement and any separate agreement between the parties if any payment is overdue on this Agreement or any separate agreement.

## 5) DELIVERY

- a) The Company shall deliver the Goods to or provide the Services at the Location set out in the Company's quotation, or such other location as the parties may agree (Delivery Location).
- b) The Company shall use reasonable endeavours to meet any performance dates for delivery of the Goods or performance of the Services set out in the Company's quotation but any such dates shall be estimates only and time of delivery is not of the essence. The Company shall not be liable to the Customer in respect of loss suffered as a result of failing to despatch, deliver or complete the order within such a period of time.

## 6) TITLE

- a) The risk in the Goods shall pass to the Customer on completion of delivery.
- b) Title in the Goods will not pass to the Customer until the Company has been paid in full for the Goods and any related Services.

## 7) AMENDMENTS TO SPECIFICATION

The Company reserves the right to amend the specification of the Goods and/or Services if necessary to comply with any applicable law or regulatory requirement.

## 8) CUSTOMER'S OBLIGATIONS

The Customer shall:

- (a) ensure that the terms of the Order and any information it provides are complete and accurate;
- (b) co-operate with the Company in all matters relating to the provision of the Goods and/or Services;
- (c) provide the Company, its employees, agents, consultants and subcontractors, with access to the Customer's premises and other facilities as reasonably required by the Company to provide the Goods and/or Services;
- (d) provide the Company with such information and materials as the Company may reasonably require in order to supply the Goods and/or Services
- (e) obtain and maintain all necessary licences, permissions and consents which may be required for the Goods and/or Services before the date on which the Services are to start;
- (f) keep all materials, equipment, documents and other property of the Company (Company Materials) at the Customer's premises in safe custody at its own risk, maintain the Company Materials in good condition until returned to the Company, and not dispose of or use the Company Materials other than in accordance with the Company's written instructions or authorisation; and
- (g) comply with any additional obligations as set out in the Order.

## 9) INDEMNITY

- a) The Customer shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest penalties and legal costs) suffered or incurred by the Company arising out of or in connection with:
  - i) a breach of clause 8(a), including (without limitation) any wasted costs arising from the Customer providing the Company with incorrect dates or location to fit out a vehicle;
  - ii) the Customer seeking to terminate this agreement otherwise than in accordance with clause 14).

## 10) CLAIMS

- a) Notice of any claims relating to shortage, damage or quality of the Goods and/or Services shall be made to the Company in writing within 48 hours of delivery. In the event of loss or non-delivery of the Goods, the Customer shall notify the Company in writing within 3 days of the agreed delivery date.
- b) The Company will consider claims only if the above conditions are met and the claim is signed by the Customer and accompanied by full particulars giving the invoice and Company's order number and, **the**



copy of the delivery note in respect of the Goods which, in the case of shortage or damage to the Goods must bear an appropriately qualified signature.

#### 11) VARIATION TO SPECIFICATION

- a) If the Company makes a variation to the Goods (including cancellation) in any way from the agreed specification at the Customers request or pursuant to any legal requirement, the Customer shall pay in addition to all other sums payable under this agreement, the cost of the variation insofar as the same increases in cost incurred by the Company in performing this agreement.

#### 12) WARRANTY

- a) The Company warrants that:
  - i) on delivery and for a period of 12 months from delivery, the Goods are free from any material defects in design, workmanship, construction or materials.
  - ii) the Services performed under these terms shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.
- b) The Company shall not be liable for the Goods failure to comply with the warranty above, if:
  - i) the defect arising as a result of the Customer failing to follow the Company's oral or written instructions as to storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice.
  - ii) the Customer alters or repairs the Goods without the written consent of the Company;
  - iii) the defect arises as a result of fair wear and tear, wilful damage, negligence or abnormal working conditions.

#### 13) LIMITATION OF LIABILITY

- a) Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
  - i) death or personal injury caused by negligence;
  - ii) fraud or fraudulent misrepresentation; and
  - iii) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- b) Subject to clause 13(b) the Company's total liability to the Customer under or in connection with this agreement, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise arising under or in connection with this Agreement shall not exceed the sums paid to the Company under this Agreement.
- c) Except where expressly provided for in this agreement, neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill.
- d) Each of the Parties acknowledges that, in entering into this contract, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Agreement, and any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law.
- e) This condition 13 shall survive termination of this agreement.

#### 14) TERMINATION

- a) Either party may terminate this Agreement forthwith by notice in writing to the other if:
  - i) the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 30 calendar days of being given written notice from the other party to do so;
  - ii) the other party commits a material breach of this Agreement which cannot be remedied under any circumstances;
  - iii) the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;



- iv) the other party ceases to carry on its business or substantially the whole of its business; or
  - v) the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.
- b) The Customer may terminate a Contract with the Company for the purchase of an 'off the shelf kit' at any time prior to installation of the kit, if (i) the Customer simply changes its mind on the purchase, and/or (ii) the van in question has already been fitted with a kit; PROVIDED THAT the Customer pays the Company the aggregate of a restocking fee of 20% of order value of the 'off the shelf kit' plus all reasonable expenses incurred by the Company.

#### 15) FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, act of terrorism, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

#### 16) INTERPRETATION

In this agreement:

- (a) A person include a natural person, corporate or unincorporated body (whether or not having a separate legal personality)
- (b) A reference to a statute or statutory provision is a reference to is as amended o re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statue or statutory provision.
- (c) A words following the terms including, include, in particular, for example or any similar expression shall be constructed as illustrative and shall not limit the senses of the words, description, definition, phrase or term preceding those terms.
- (d) A reference to writing or written includes email but not fax.

#### 17) LAW AND INTERPRETATION

This Agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

