

**Full Terms & Conditions in effect from 1st October 2004.**

**General**

**1a) These conditions form part of any contract of sale that we (Eurotruck Midlands) enter. They take precedence in the event of conflict with terms and conditions published by any other party.**

**1b) We reserve the right to vary these conditions by agreement with individual customers. However, no variation will be valid unless set out in writing and signed by both parties. These conditions and Eurotruck Midlands Ltd documents referred to in these conditions represent and shall (unless varied by written agreement with us) remain, the entire understanding between us relation to the goods.**

**1c) Where these conditions refer to written notice, this will be deemed properly served if delivered by hand or sent by first class, registered mail. Written notice to us will be sent to Unit 1 Buxton Court, Manners Ind Est, Ilkeston, Derbyshire, DE7 8EF. Written notice to the customer will be sent to an address designated by the customer in a written agreement with us. In default of this, we will send written notice to the address we consider most appropriate, which may be the customers registered address or an address from which goods are ordered.**

**1d) We may, at our discretion, waive any of these conditions without implication on any other contracts with the customer.**

**1e) The customer may not assign any contract of sale with us, or any of its rights under it without our prior written consent.**

**Orders**

**2a) By issuing a written or verbal order to us the customer makes a commitment to purchase specified goods.**

**2b) By accepting an order either verbally or in writing we make a commitment to supply specified goods.**

**2c) We are not committed to any supply of goods unless we have: (i) received a written or verbal order from the customer; and (ii) accepted the above order either verbally or in writing. The type and quantity of goods ordered will (unless otherwise agreed in writing or verbally) be specified in an advice note from Eurotruck Midlands. The customer will ensure that the specification therein and any information it supplies to us is accurate.**

**2d) The customer will provide us with any information we require to fulfil our commitment to supply specified goods. Delay in providing requested information may delay the date of delivery.**

**Terms of payment**

**3a) We may invoice customers at the following times or subsequently: (i) when the customer or their representative collect goods or (ii) when the customer or their representative place the corresponding order.**

**3b) If goods are delivered in instalments, it will be deemed that a separate contract covers each order. We may issue separate invoices in respect of each contract or include multiple contracts on a single invoice for administrative purposes.**

**3c) The customer will ensure we receive full payment in cleared funds no later than 30 days from the end of the month of invoice / statement unless otherwise agreed in writing by Eurotruck Midlands.**

**3d) If the customer does not make full payment by the due date we will be entitled to, cancel any outstanding orders, retain any part of the order still in our possession and suspend any further transactions with the customer until the balance is settled.**

**Price**

**4a) The sum invoiced will include: (i) the total cost of the goods, as outlined on our original quote or verbal agreement; (ii) any applicable delivery charges, also agreed at the time of the order being placed; (iii) any applicable tax (e.g vat).**

**4b) We reserve the right to amend quoted prices without notice.**

**4c) The price of goods will be confirmed in writing or by verbal communication.**

**4d) Any prices that can not be confirmed at the time of order will be given an estimated price with the exact price being confirmed in writing or by verbal communication prior to delivery of the goods. If the price is higher than our estimate the customer will be entitled to withdraw from the contract without penalty provided this is given within one working day of the date on which we gave the customer, the revised price.**

**Date of delivery**

**5a) We will advise customers of the estimated date and time of delivery at the time of the order however we do not guarantee this.**

**5b) We will always aim to assist the customer by advising as close to possible when the goods are likely to be delivered but do not issue verbal guarantees.**

**5c) The customer may cancel an order and obtain goods elsewhere if we fail to deliver by the estimated time as long as it isn’t a special-order item, which will be made aware to the customer at the time of the order being placed.**

**Delivery**

**6a) The place of delivery will be shown on the delivery note, unless otherwise agreed this will be at the customer’s premises.**

**6b) If the customer request delivery at a place other than their premises they will ensure that: (i) an authorised person is available to accept delivery and (ii) delivery facilities and access are safe and appropriate.**

**6c) Goods delivered to any location specified by the customer will be deemed as ‘delivered to the customer’. This may be subject to an additional carriage charge but will be agreed at the point of sale.**

**6d) We may cancel any outstanding order with the customer if they fail to take delivery of goods on order within 14 days of receiving confirmation that the goods are available. This applied to goods which customers fail to collect from us and goods that cannot be delivered to a site designated by the customer due to circumstances within the customers’ reasonable control. Please note that it is the customers' responsibility to ensure that an authorised person is available to take delivery and that facilities and access for delivery are safe and appropriate. In the event of a cancellation under condition, we will be entitled to full recompense from the customer for any losses we have incurred, including costs of carriage and loss of profit.**

**6e) The customer assumes sole responsibility for compliance with any applicable export laws or regulations and for obtaining any necessary licenses to export or re-export.**

**Legal title**

**7a) Title in goods passes to the customer on our receipt of full payment of all sums due to us in cleared funds.**

**7b) The customer will ensure that goods supplied to them by us are clearly marked as our property until we have received full payment and title has passed.**

**7c) The customer may use or resell goods supplied by us before we receive full payment, on condition that they maintain separate financial accounts in respect of these items until title passes.**

**7d) If the customer does not make full payment for the gods by the due date, we will be entitled to: (i) immediate return of any undamaged goods which remain in the customers keeping and are still in their original packaging; and (ii) immediate payment for any other goods, including those that have been used, damaged or unpacked and those that are no longer in the customer possession. If the customer fails to meet the above conditions forthwith, we will be entitled to enter their premises and repossess goods owned by us. In the absence of goods clearly marked as ours, we will be entitled to remove goods of similar specification and quality.**

**7e) The customer may be pledge as security and goods supplied by us until title as passed.**

**Risk**

**8a) Risk of damage and loss passes to the customer: (i) when goods are collected from us by the customer or a third party acting for them or (ii) when goods are delivered to the customer by us or a third party acting for us.**

**Returns**

**9a) We may at our discretion accept returned goods, provided that: (i) the customer obtains written or verbal agreement to accept the return of goods; (ii) the goods remain undamaged, in their original packaging, have been appropriately stored and are in satisfactory condition; (iii) the goods have not been fitted, modified and are from regular stock that is listed in the current price list of the manufacturer; (iv) the goods where not noted as being a non-returnable, special order at the time of ordering, which will have been advised by a sales representative.**

**9b) The customer is responsible for all carriage, packing and insurance costs incurred in returning goods.**

**9c) We retain the right to credit the value of the returned goods against alternative goods, except where consumer law entitles the customer to a cash refund.**

**9d) Eurotruck midlands reserve the right to apply a 15% handing charge of the invoice total of returned goods other than those returned due to damages, shortages, over delivery date or due to being incorrectly supplied. But will not do so without notify the customer via verbal or written communication.**

**9e) Any shortages, over deliveries or damaged items must be notified to the sales department within two working days of receipt for authorisation to be given for their return, failure to do so may be result in the non-issuing of a credit note.**

**9f) Eurotruck midlands will ensure customers are made aware of any goods that carry a surcharge and what that amount is in £’s by verbal or written communication. It is then the customer’s responsibility to ensure that the surcharged item is returned to Eurotruck within 30 days of the invoice, unless otherwise agreed. Any item that carries a surcharge and is not returned within the 30 days, unless otherwise agreed, will result in an invoice being produced to the customer.**

**Warranties**

**10a) Eurotruck midlands do not manufacture or make any parts supplied but will pass on any warranty given to us by the manufacturer. We are governed by the manufacturer's warranty processes and procedures and any parts found to be faulty under warranty or otherwise, is not our decision but that of the manufacturer's. Any warranty reports and findings to support the decision will be passed on to the customer.**

**10b) If goods which we have been supplied are faulty due to defects in workmanship or materials we will work with our suppliers to get them repaired or replaced providing that: (i) they are returned to us within 10 days of them being identified as faulty and within 1 months of them being delivered to the customer; (ii) they have been correctly stored by the customer; (iii) they have not been altered by the customer or any third party; and (iv) they have not been damaged while in the customers care (e.g through inappropriate storage, carelessness, misuse, incorrect assembly or fitting, contact with corrosive agents or proximity to force fields.) If we require verification of any issue relating to the condition, the customer will give us full assistance and access to all relevant premises, documents and equipment.**

**10c) The customer must make Eurotruck aware of any possible warranty at the earliest convenience and work with us to ensure the parts are returned in a prompt manner. Eurotruck will then follow the correct procedure to get them to the relevant manufacturer to be tested. Customers must make any requested information by eurotruck available to help the warranty procedure, a delay in this information will result in a delay in the findings.**

**10d) All warranty returns are subject to tests by the manufacturer not Eurotruck and are not guaranteed to be credited.**

**10e) If a customer is also wanting to claim for other costs (E.g Labour costs, recovery costs) this must be submitted at the same time as the warranty part but is not guaranteed to be paid and is not liable to be paid for by Eurotruck. It is at the manufacturer's discretion if they will pay additional costs if a part is found to be faulty under warranty.**

**Liability**

**11a) If the customer is in breach of any condition of this agreement, immediate payment for any outstanding balance with us fill fall due. This includes payment for goods that may still be on order that have not yet been delivered.**

**11b) If goods are manufactured following a design or process specified by the customer, we will be fully indemnified by the customer in respect of claims for any infringement of legally protected rights (e.g patents, copyright, trademarks, design rights etc) and claims relating to defects in the customers design, process or specification, including but not limited to (i) any penalty or fine awarded against us; and (ii) any loss, damage or expense, and (iii) any legal costs, administrative costs and trading loses.**

**11c) We offer verbal guidance to assist the customer. This does not constitute part of any contract with us and cannot be relied upon by the customer. Information in our sales literature and other documentation may be subject to clerical and or typographical errors. Before entering a contract with us, the customer should apply to us for written confirmation of any verbal or printed information that they intend to reply upon in relation to their contract. We will be pleased to provide written confirmation on applicable issues.**

**11d) Neither party will be responsible for any delay or failure that is due to any cause beyond their reasonable control (e.g. natural disaster, act of war or terrorism, fuel shortage, legislative regulation or restrictions, industrial dispute, shortage of labour, components or raw materials.)**

**Cancellation**

**12a) The customer may cancel an order at any time, on the condition that we are fully reimbursed for all our costs. We may also claim from the customer, at our discretion, full compensation for our loss of profit.**

**12b) The customer may cancel without penalty in the event of a price change, under the circumstances detailed above.**

**12c) We may cancel any contract without liability immediately if the customer: (i) ceases to trade; (ii) is subject to a bankruptcy order or enters formal administration; (iii) calls a meeting of creditors or enters a voluntary arrangement with the same; (iv) disposes of a significant percentage of their assists (unless in connection with a merger or reconstruction); (v) is unable to pay debts as they fall due. If we have reasonable grounds to anticipate any of the above, we may ask the customer to satisfy our concerns. If they do not, we will be entitled to suspend all transactions with them.**

**12d) We may cancel the contract of sale without liability immediately by written notice to you where it is reasonable to assume that is has been formed on a basis of a typographical, arithmetical or other error.**

**12e) We may cancel the contract of sale without liability to you if the manufacturer of the goods ceases to supply the same to us.**

**Severability**

**13a) In the event that part of these conditions is held to be invalid or unenforceable, the validity of all other parts will remain unaffected to the extent permissible in law.**

**Law and Jurisdiction**

**14a) In the event of any dispute between the parties, they will use reasonable efforts to resolve the same amicably by negotiation. Each party will appoint a respective representative who has sufficient executive authority to resolve the dispute and who has had no day-to-day involvement in the matter which is the subject of the dispute. If the parties are unable to resolve the dispute by negotiation within a reasonable time, they will consider attempting to settle the dispute by mediation in accordance with the centre for effective dispute resolution’s model mediation procedure. If either party is not willing to attempt to resolve the dispute by mediation, then both parties agree to submit to the jurisdiction of the English courts. These conditions and any dispute between the parties shall be governed by and interpreted in accordance with English law.**