



Commercial Vehicle Builders

Dunkirk Garage, London Road, Dunkirk, Faversham, Kent. ME13 9LG
Telephone 01227 750075 • Email c&d@secworks.co.uk

TERMS AND CONDITIONS OF BUSINESS

1. GENERAL

1.1. In these terms and conditions, the following expressions shall bear the following meanings.

1.1.1. "Company" means C&D Body Fabrications Limited

1.1.2. "Goods" means material the subject of any order placed with the Company

1.1.3. "Services" means Services of the subject of any order placed with the Company

1.1.4. "Customer" means any person to whom the material or labour are supplied by the Company

1.2. Estimates are given and orders accepted by the Company only on its standard conditions of business which shall apply to the exclusion of all other conditions or terms of contract/s for the sale of Goods supplied or the supply of Labour by the company unless (and then only to the extent that) they are expressly agreed in writing by the Company to be excluded or varied.

1.3. References to clauses are to clauses of the conditions and references to sub-clauses are to sub-clauses of the clause in which it appears.

2. OFFER ,ACCEPTANCE and CANCELLATION

2.1. The Company shall be at liberty to refuse to estimate for the supply of any Goods or Services and shall not be required to give any explanation for such refusal.

2.2. An estimate by the Company constitutes an offer and the Company reserves the right to withdraw or revise such estimate at any time prior to receipt by the Company of the Customer's acceptance thereof.

2.3. An estimate by the company, which has not been accepted before thirty (30) days from the date of issue shall lapse automatically unless, otherwise specified on the estimate.

2.4. Once an offer by the company has been accepted the Customer may not cancel its contract with the Company without the Company's prior written consent and on terms that will indemnify the company against loss or loss and damage, both direct and consequential.

3. PRICE

3.1. The prices for the Goods or Services shall be (subject to clause 3) that ruling in the Company's price list or stated on the company's estimate.

3.2. Unless otherwise expressly notified by the company the price for Goods shall be excluding the Company's works.

3.3. The Company's price list for Goods is subject to revision without notice and any contract entered into by the Company is on the understanding that Goods will be supplied at the prices on the date when the Goods are ready for dispatch to the Customer.

3.4. Unless otherwise specifically stated on the Company's estimate of price, the supply of Services given by the Company is subject to any additional cost for labour or materials or for any additional works which were unforeseen by the company at the date the estimate was given.

3.5. Unless previously instructed to the contrary in writing the Company will notify the Customer of any substantial estimate increase in the price pursuant to sub-clause 3.4 and will not proceed with the supply of any Services unless and until notified by the Customer that the Customer will pay such increased price.



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3.6. If
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Customer does not notify the Company that it will pay such increased price the Company shall be entitled to cancel the contract, without liability to the Customer, and the Customer shall pay the Company for all Services supplied to the date of cancellation pro rata at the estimated price stated on the quotation.

4. DESPATCH DELIVERY AND SUPPLY

4.1. Whilst the Company will endeavour as far as is reasonably practicable to meet the Customers wishes regarding dates for despatch or delivery of Goods or supply of Services, unless expressly stated to the contrary by the Company, any dates or times quoted by the Company for despatch or delivery of Goods or supply of Services to the Customer are given and intended as best estimates only and shall not be the essence of the contract.

4.2. The Company shall not be liable to the Customer in any way for loss or damage, howsoever arising, due to delivery or despatch of Goods or supply of Services at a date later than quoted unless the Company has specifically agreed in writing, with an agreed sum as liquidated damages, to despatch, deliver or supply by a specified date; nor shall the Customer be entitled to cancel any contract with the Company in consequence thereof

4.3. Delivery of Goods shall be deemed to have been made immediately upon arrival of such Goods at the Customer's premises (or such address notified to the Company and agreed for delivery).

4.4. Upon delivery and prior to unloading or unpacking, risk in the Goods shall pass to the Customer; the Company does not accept any responsibility for any loss or damage to Goods arising during unloading or unpacking.

4.5. The Company reserves the right, at its sole discretion to make delivery of Goods by instalments and to tender a separate invoice for each instalment; payment of the invoice price for each part delivery of Goods must be made strictly in accordance with clause 7.

5. PROPERTY

5.1. Unless the Company shall otherwise agree in writing, all Goods sold or agreed to be sold to the Customer shall remain the property of the company until the full sales price thereof shall be paid to the company.

5.2. The Company shall have the right to dispose of the Goods supplied under any contract between the Company and the Customer until payment in full or until such times as the Customer, subject to the Company agreement, resells the Goods in the ordinary course of business and supplies full remuneration.

5.3. In respect of default of payment for the Goods (whether unpaid in whole or in part) the Company may, without prejudice to any other rights, recover from the Customer such Goods and re-sell or re-use such Goods and may enter upon the Customers premises or any other premises where the Goods are situated for that purpose.

5.4. So as to recover any Goods pursuant to sub-clause 2, the Company may dismantle or dismember with reasonable care any Goods into which such Goods have been incorporated and shall be under no liability whatsoever for damage thereby occasioned.

5.5. All worn or damaged materials replaced by the Company in the course of the supply of any Goods or Services to the Customer shall, upon payment to the Customer in respect of such supply falling due, become the property of the Company and may be freely disposed of by the Company.

6. DAMAGE IN TRANSIT OR NON-DELIVERY

6.1. The Company shall not be liable for any damage to or loss of Goods in transit or short delivery unless in the case of damage in transit or short delivery notices in writing are sent to the Company and the carrier by the Customer within three (3) days of receipt of the Goods or in the case of loss of the Goods notice in writing is given to the Company within seven (7) days thereafter the date of receipt by the Customer of the Company's invoice for the Goods.

6.2. The limits in this condition are subject to the proviso that if the Customer prove (i) that it was not reasonably



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possible to give notice to the Company within the appropriate period and (ii) that notice in writing was given a reasonable period the Company shall not be entitled to rely upon the stipulated time limits herein.

7. PAYMENT

7.1. If the Customer has an approved account with the Company payment of the amount due shall be made in full not later than 30 days following the date of invoice.

7.2. In all other cases payment of the amount due shall be made in full at the time when the Goods or Services are ready to be supplied to the Customer.

7.3. Without prejudice to the Company's rights to prompt payment, the Customer shall pay interest at the rate of 2% (two percent) per month on the balance of any invoice or other sum remaining unpaid from the due date of the actual payment and shall in addition reimburse the Company all reasonable costs and expenses (including legal costs) incurred in the collection of any overdue balance or account.

7.4. Timely payment is of the essence for any contract between the Company and the Customer.

7.5. Any claim arising from invoices must be made within 7 (seven) days of receipt in writing.

7.6. Ownership of all Goods subject to any invoice, remains with the Company until payment is made in full.

8. LIEN

8.1. When the Company has taken possession of any property of the Customer for the purpose of supply to the Customer, Goods or Services the Customer shall remove such property from the Company's premises by at least 24 (twenty four) hours after notification by the Company to the Customer that the same is ready for collection. If the Customer fails to remove the property within such time the Company shall be entitled to charge the Customer storage charges for the whole time that the property remains thereafter in possession of the Company; such storage charges shall be calculated at the rate charged by the Company in respect of storage of the property of any of its Customers.

8.2. The Company shall have a special lien on any property of the Customer for any monies due from the Customer to the Company and if its lien is not satisfied within 28 (twenty eight) days of the date of payment becoming due the Company, may at its absolute discretion, sell such property and apply the proceeds towards discharge of the Company's lien and expenses and all storage charges.

9. WARRANTY AND EXCLUSION

9.1. The Company warrants that within one month of delivery of the Goods, or Goods in respect of which Services have been supplied to the Customer, the Customer notifies the Company in writing forthwith on discovery that it alleges that such Goods or Services are defective and returns the Goods, or Goods in respect of which the service have been supplied, forthwith thereafter to the Company. Provided that the Company is satisfied that the Goods or Services are in fact defective and those defects arose prior to delivery of the Goods or supply of the Services to the Customer, solely due to defective production or manufacture of the Goods or defective workmanship and that there has been no omission, misuse or neglect on the Customer's part in dealing with the Goods or the Goods in respect of which the Services were supplied or in following the Company's or manufacturer's instructions for use, the Company warrants that it will at its absolute discretion in the case of Goods, either replace the defective Goods with identical Goods or with Goods of comparable quality or issue to the Customer a credit note to enable the Customer to order from the Company new Goods free of charge or, in the case of Services, remedy the defective Services.

9.2. Payment for the alleged defective Goods or Services shall not be withheld by the Customer pending investigations by the Company pursuant to sub-clause 1.

9.3. The Company shall not be liable for any loss or damage of any property of the Customer or of any other person unless the same has been caused solely by negligence of the Company or its servants or agents.



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Company's liability under sub-clause 9.1 above shall be in lieu of any warranty or condition implied by statute or common law as the quality of fitness for any particular purpose of the Goods provided that nothing herein shall be construed or applied so as to exclude any statutory rights which the Company may have as a consumer

9.5. In no event shall the Company be liable for any consequential or indirect loss, damage suffered or incurred by the Customer in consequence of any act, omission or default of the consequence of fire, flood, accident, delay, in transport, storage of fuel or materials, default of any sub-contractor, requirements of any government or government department or other statutory authority, as a consequence of war or other hostilities, riots, civil commotion, strikes, lockouts, stoppages, restraints, or labour from whatever cause whether partial or general or for any other cause whatsoever beyond the reasonable control of the Company.

9.6. The Company shall supply Goods with the benefit of any warranties or guarantees given by the manufacturers, which it is capable of passing on to the Customer.

10. CUSTOMER DEFAULT

10.1. If the Customer defaults in paying any sum due, under any contract with the Company as and when such sum becomes due or commits any breach of any of its obligations to the Company or if distress or execution is levied on any of the Customers Goods or if the Customer makes any arrangement with its creditors or commits any act of bankruptcy or goes into or threatens to go into liquidation or if a receiver or manager is appointed of the whole or any part of its assets, the Company may forthwith suspend all further supplies of Goods and Services until the default has been made good or adequate compensation furnished therefore or may determine its contract with the Customer so far as any Goods or Services remain to be delivered without liability but without prejudice to any claim which the Company might otherwise have, for breach of contract and or for the price of the Goods or Services already supplied.

11. MISCELLANEOUS

11.1. The Company shall be at liberty to sub-contract the supply of any Goods or Services, which it is contracted with the Customer to supply.

11.2. All drawings, descriptive matter, dimensions, photographs or specifications submitted with an estimate of the Company and descriptions and illustrations contained in the Company's catalogue, price lists and other advertising matter are intended to be an approximate guide only giving a general idea of the Goods or Services described therein and none of them shall form part of any contract and remain the Company's property and copyright.

11.3. The Customer shall indemnify the Company against all liabilities incurred by the Company by reason of any proceedings, claims or demands which may be bought or made against the Company (including damages, losses and expenses awarded against or incurred by the Company) alleging infringement of any patent or other intellectual property of any third party by reason of anything done by the Company pursuant to designs, specifications or instructions expressed or implied furnished by the Customer to the Company.

11.4. Where the Customer delivers to the Company property of a person other than the Customer for the Company to supply Services in respect of such property the Customer shall be deemed to be the agent of the owner of the property and to contract on the owner's behalf.

11.5. THE COMPANY'S PRICES FOR THE SUPPLY OF GOODS AND SERVICES ARE CALCULATED ON THE BASIS THAT THE SAME ARE SUPPLIED ON THESE CONDITIONS OF BUSINESS INCLUDING ALL EXCLUSIONS OF RESTRICTIONS OF THE COMPANY'S LIABILITY CONTAINED HEREIN AND THE CUSTOMER RECOGNISES THAT BY CONTRACTING ON THESE CONDITIONS IT IS THEREBY OBTAINING THE BENEFITS OF PRICES SO CALCULATED.

The construction, validity and performance of any contract entered into under these conditions shall be governed by the laws of England.

If Scotland, the laws of Scotland.

If Europe, the laws of The European Union.