

Conditions of Sale of Goods and Services

C. & L. Transport Ltd, Milsted Langdon, Motivo House, Bluebell Lane, Yeovil BA20 2FG (registered Office). Registered in England No. 653665.

1. Application and formation of Contract, quotations and cancellations

- 1.1. Subject to any variation under clause 1.2, any agreement by C. & L. Transport Ltd to supply goods or services will be subject to these terms to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any other document). Any quotations illustrations or similar shall be on the basis of these terms.
- 1.2. No agreement to supply shall be binding on C. & L. Transport Ltd until confirmed by them in writing by way of confirmation of order, or, if earlier, commencement of services, appropriation or dispatch of goods to the order.
- 1.3. Quotations or estimates will be valid for 48 hours from the date of issue. This will be extended where the supplier's prices have not fluctuated. Once an order is confirmed by C. & L. Transport Ltd the Customer shall take delivery and pay for the goods and services.

2. Delivery and Acceptance of Goods and Services

- 2.1. The customer shall examine the vehicle upon delivery or collection and shall be deemed to have accepted the goods or services as being according with the Contract unless the Customer notifies C. & L. Transport Ltd in writing of any defect or non-conformity: a). within 24 hours of the date of delivery or collection of the vehicle where the defect or failure would be apparent upon reasonable inspection and testing of the goods, or b) within a reasonable time where the defect or failure would not be so apparent. C. & L. Transport Ltd has no liability if not notified in accordance with this clause.
- 2.2. Where C. & L. Transport Ltd is to perform Services at the Customer's premises, the Customer shall procure safe access to the premises and the provision of adequate power, lighting, heating and other such facilities or supplies for C. & L. Transport Ltd employees or agents in accordance with the demands of any applicable legislation and as C. & L. Transport Ltd shall reasonably require.
- 2.3. Services will be deemed to be completed and the price to be due (a) when the C. & L. Transport Ltd issues a written notice to the Customer confirming such completion; or (b) if the C. & L. Transport Ltd is available to perform the service but is prevented from doing so by the Customer failing to provide the vehicle or necessary and proper access or facilities.

3. Passing the Risk and Legal Title

- 3.1. Title to and property in the goods or services remains vested in C. & L. Transport Ltd until payment in full in cleared funds of all moneys due from the Customer to C. & L. Transport Ltd under the contract or on any other account for goods or services from C. & L. Transport Ltd.

4. Price and Payment

- 4.1. Unless otherwise agreed by C. & L. Transport Ltd in writing, (a) the price for the goods and/or services shall be the price set out in C. & L. Transport Ltd confirmation of order or pre-invoice leading to the fitment of the goods; or completion of performance of the service or, if such price is not clear, then the prevailing price for equivalent goods at such date, and (b) the price for the goods and/or services shall be exclusive of any VAT. If prior completion of invoice, the quoted price of the goods and/or services increases, the Customer will be notified in writing notices of such increases.
- 4.2. Payment of goods and/ services is due in strict accordance to the terms agreed and stated at the foot of each invoice. By the number of days following the date of invoice. Time for payment shall be the essence.
- 4.3. If any sum due from the Customer is not paid on or before the due date then all sums then owing by the Customer to C. & L. Transport Ltd shall become due and payable immediately and C. & L. Transport Ltd may (a) cancel or suspend its performance of the Contract or any order; (b) require the Customer to pay for goods or services in advance; (c) review credit terms and limits and (d) charge the Customer interest calculated on a daily basis on all overdue amounts (both before and after judgment) until actual payment at the rate of four per cent (4%) per annum above the base leading rate of Lloyds Bank prevailing from time to time and the cost of obtaining judgment or payment to include all reasonable professional costs (including legal fees) and other costs of issuing proceedings or otherwise pursuing a debt recovery procedure.

5. Lien and power of sale

- 5.1. C. & L. Transport Ltd retains all liens granted at common law and under statute. In addition C. & L. Transport Ltd is granted a contractual lien over all goods left in its possession by a customer. The lien shall apply in respect of all and any sums due on any account from the Customer. C. & L. Transport Ltd shall be entitled to retain goods until clear payment in full amount including proper costs and interest. If such sums are not paid within 28 days C. & L. Transport Ltd shall upon 7 days notice to the Customer have the absolute right to sell the customer's goods, retaining any amounts due to C. & L. Transport Ltd and accounting to the customer for any balance within a reasonable time.

6. Changes

- 6.1. Photographs, descriptions and other literature relating to the goods and/or services are for guidance only. C. & L. Transport Ltd reserves the right to supply the goods and/or services subject to minor variations in published specifications without prior notice.
- 6.2. If the manufacturer discontinues the sale of the goods or alters the goods' specification, C. & L. Transport Ltd may (a) to deliver or fit in fulfillment of this Contract, goods conforming to the manufacturers nearest specification prevailing at the time of delivery or fitment; or (b) to cancel this Contract without further liability.

7. Warranty

- 7.1. Subject to clause 8, C. & L. Transport Ltd warrants that it shall take reasonable care to ensure that the goods are of the description stated in the Contract, of reasonable quality and reasonably fit for purpose stated in the quotation. Where no purpose is stated in the quotation, then C. & L. Transport Ltd does not make any warranty as to the fitness of the goods for any specific purpose.
- 7.2. For parts supplied and/or fitted which are new, the benefit of the manufacturer's warranty is passed unconditionally to the Customer. Services will be delivered with due skill and care. C. & L. Transport Ltd shall observe the instructions provided by the manufacturer for the proper assembly, handling and use of goods. The Customer shall observe the instructions provided by the manufacturer for the proper maintenance, handling and use of the goods. The Customer shall provide all reasonable assistance in the pursuit of any proper claims under such warranty and this shall be the extent of the Company's warranty liability for such new goods.

8. Exclusion and Limitation of Liability

- 8.1. Nothing in the Contract excludes or limits C. & L. Transport Ltd liability for death or personal injury caused by their negligence breach of strict statutory liability or for fraudulent misrepresentation.
- 8.2. C. & L. Transport Ltd shall not otherwise be liable for (a) any economic loss or loss of profit (direct or indirect), or any indirect or consequential loss howsoever caused, (b) any liability to any third party, (c) any modifications to the goods carried out in accordance with the Customer's request; (d) any loss howsoever caused from the non-delivery or delayed delivery/fitment of the goods and/or services but if the Company is unable to deliver the goods and/or services for any reason whatsoever, either party may terminate this Contract with 7 days written notice, whereupon the Company shall return to the Customer any deposit paid; (e) any defective or non-performance of any third parties from whom the Customer has directly procured parts and/or services to be used in connection with the goods, or (f) any issues arising from supplies or services from third parties nominated by the customer, any losses beyond those recoverable under the applicable warranty from manufacturer or third party supplier of new bodywork or specialist equipment. Accordingly, all such costs, claims (including warranty claims), losses or damages suffered by the Customer shall be borne by the Customer and save as provided in clause 6, the Customer shall indemnify the Company and the manufacturer of the goods against such costs, claims, losses or damage.
- 8.3. Save as provide in 7.1 C. & L. Transport Ltd total liability to the Customer in connection with this Contract (for negligence, breach of contract or otherwise) shall not exceed the replacement value of the goods or services to be provided under this Contract.

9. Breach of Contract/Insolvency/Force Majeure

- 9.1. C. & L. Transport Ltd may immediately suspend performance of the Contract, cancel any outstanding provision of the Services or supplier and/or fitment of the goods, stop any goods in transit or by notice in writing to the Customer or terminate the Contract without liability to C. & L. Transport Ltd if (a) the Customer commits a material breach of any of its obligations under the Contract which is incapable of remedy or fails to remedy a breach of its obligations under the Contract which is capable of remedy, or persists in any breach of any of its obligations under the Contract after having been requested in writing by C. & L. Transport Ltd to remedy or desist from such breach within a period of 14 days; or (b) the Customer enters into bankruptcy, individual or corporate voluntary arrangement, liquidation, receivership or administration.
- 9.2. C. & L. Transport Ltd may suspend or cancel the Contract in whole or in part (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business and its obligations under the Contract due to any circumstances beyond the reasonable control of C. & L. Transport Ltd provided that, if such circumstances continue for a continuous period in excess of 3 months, either party may give notice in writing to terminate the Contract.
- 9.3. Notwithstanding any such termination or suspension of the Contract, the Customer shall pay C. & L. Transport Ltd for all goods delivered and/or fitted and/or services provided up to and including the date of suspension or termination. Termination of the Contract for any reason shall be without prejudice to the rights of either party which may have accrued up to termination.

10. General

- 10.1. Both parties shall each keep confidential and shall not, without the prior written consent of the other, disclose to any third party or otherwise make public the terms or existence of the Contract or any other confidential information of the other party.
- 10.2. C. & L. Transport Ltd may assign, charge, subcontract or transfer the Contract or any part of it to any person. Save as provided in to clause 7.1, the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Contract.
- 10.3. If any provision of this Agreement is ruled to be invalid for any reason, that invalidity will not affect the rest of this Agreement which will remain valid and enforceable in all respects.
- 10.4. The Contract sets out the entire agreement between the parties in connection with the sale of goods and shall supersede all documentation previously issued by C. & L. Transport Ltd purporting to set out its terms and conditions of sale of the goods. The warranties set out in this Contract are the only warranties given by C. & L. Transport Ltd and all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 10.5. This Contract is governed by English law and all disputes arising out of or relating to this Contract shall be subject to the exclusive jurisdiction of the English courts.