

**MAXI MOVER IMPORTANT INFORMATION
PLEASE READ CAREFULLY**

OUR STANDARD BUSINESS TO BUSINESS

TERMS & CONDITIONS INFORMATION

> WE'RE HERE TO HELP

Call Maxi Mover
Mondy – Friday 8am - 5.30pm
Saturday 8am - 2pm

 **01673 86 33 00**

 **sales@maximover.co.uk**

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The Original
MaxiMover

TERMS & CONDITIONS

MARK HARRIS (LINCOLN) LIMITED TERMS AND CONDITIONS OF BUSINESS

MARK HARRIS (LINCOLN) Limited trading as Maxi Mover (“the Company”, “we”, “us” etc) agrees to supply Completed Vehicle(s) to you, the Customer (“the Customer”, “you” etc), in accordance with these Terms. Please note: by agreeing to these terms, you warrant that you are business, and not a consumer, and that this is a trade sale, meaning that you do not have any rights of redress under the Consumer Rights Act 2015 or similar consumer legislation. If you are not happy to order a vehicle(s) from us under these terms, do not return your order form or pay a deposit.

Your attention is particularly drawn to clause 11 below, under which our liability under this contract is limited.

1. DEFINITIONS

- (a) In these Terms, expressions are defined in Schedule 1.
- (b) In these Terms, the following rules apply:
 - i. **A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).**
 - ii. **A reference to a party includes its personal representatives, successors or permitted assigns.**
 - iii. **A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.**
 - iv. **Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.**
 - v. **A reference to writing or written includes faxes and e-mails.**
 - vi. **A reference to a Completed Vehicle being delivered or its delivery shall be deemed to include the Completed Vehicle being made available for collection at the Company’s premises.**

2. BASIS OF CONTRACT

- (a) Under these Terms, we have agreed, in consideration for the Charges, to adapt and modify and sell to you the Completed Vehicle in accordance with the Specification.
- (b) Our Quote constitutes an invitation by the Company to sell to you the Completed Vehicle in accordance with the Specification subject to these Terms. Acceptance of the Quote constitutes the Order. The Contract shall come into existence upon acceptance of the Order, or receipt of the deposit whichever is sooner.
- (c) We will not accept any variation to these Terms, an Order or quotation from us unless the variation is expressly agreed by us in writing and signed by a duly authorised signatory on our behalf. However, we reserve the right to vary these Terms from time to time where it is in our best interests to do so. Such variations will become binding on you at the point of publication on our website. It is your responsibility to check these from time to time which can be found at www.maximover.co.uk/terms
- (d) These Terms apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Except as set out in these Terms, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Company.

2. BASIS OF CONTRACT Continued...

- (e) The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate. Neither the Company nor any employee, officer or agent thereof, has the authority to advise the Customer on the Specification, and the Customer agrees that they have not acted upon any such advice if given.
- (f) The Company may withdraw any quotation or tender at any time before it is incorporated into a Contract.
- (g) All Orders are only accepted and all Completed Vehicles are only supplied on the basis that they are Trade Sales and are not Consumer Transactions as defined by the Consumer Transactions (Restrictions on Statements) Order 1976. The Customer warrants that it is not a consumer for the purposes of consumer protection laws unless it states otherwise in writing before placing an order with the Company.
- (h) The Company reserves the right to make any changes in the Specification which are required to conform with any applicable statutory, legal, regulatory or EU requirements, or where otherwise necessary in order to perform the Contract, which do not materially affect its quality or performance.

3. CANCELLATION

- (a) There is no right for you to cancel the Contract. The Customer agrees that the Completed Vehicle is made to the Customer's specification and thus the Contract is exempt from the requirement to offer cancellation rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
- (b) Following delivery, the Customer has no right to return the Completed Vehicle, save in accordance with this Contract. If the Customer returns the Completed Vehicle where no right to do so exists under this Contract, the Company may exercise such remedies as are available to it under clause 6(d) below (without prejudice to any other right or remedy).

4. PRICE

- (a) The Charges shall be the Company's quoted price set out on the vehicle order form, subject to any agreed written amendments, and our right to increase the Charges in accordance with clause 4(d) below. All prices quoted are valid on the date of presentation only and may be withdrawn or altered at our discretion.
- (b) All prices quoted are exclusive of VAT, which the Customer shall be liable to pay additionally to the Company.
- (c) Where the Company requires you to pay a deposit, this shall be non-refundable in all circumstances.
- (d) The Company reserves the right, by giving notice to the Customer at any time before delivery, to increase the Charges to reflect any increase in the cost to the Company which is due to any factor beyond the reasonable control of the Company (such as, without limitation, any foreign exchange fluctuation, alteration of duties, significant increase in the cost of labour, materials or other costs of manufacture, pandemics and global events, increased costs imposed by the vehicle manufacturer, increase in charges from third party suppliers and subcontractors, the United Kingdom's withdrawal from the EU), any change in delivery dates, quantities or specifications for the Completed Vehicle which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions.

5. TERMS OF PAYMENT

- (a) The Company's acceptance of the Order shall be conditional upon approval of the Customer's credit. The Charges shall be due and payable by the Customer in cleared funds within 14 days of the Company's invoice but in any event prior to the Completed Vehicle being collected / delivered.
- (b) Time for payment shall be of the essence and such provision shall apply notwithstanding any delay in delivery of the Complete Vehicle by the Company or any adjustments or corrections which may be required to the Completed Vehicle after delivery.
- (c) If the Customer fails to make any payment on the due date (which must in any event be before the Completed Vehicle is collected) then, without prejudice to any other right or remedy available, the Company shall be entitled to:
- i. Cancel the Contract or suspend any further deliveries of the Completed Vehicle;**
 - ii. Charge the Customer interest at 4 per cent per annum above Barclays Bank plc. base rate for the time being on the amount unpaid;**
 - iii. Suspend performance of all or any of the Company's contractual obligations under or in connection with any other contract with the Customer; and /or**
 - iv. Charge the Customer for storage of the Completed Vehicle at the Company's storage rates from time to time (without notification).**
- (d) The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Company in order to justify withholding payment of any such amount in whole or in part. The Company may at any time, without limiting any other rights or remedies it may have, set-off any amount owing to it by the Customer against any amount payable by the Company to the Customer.

6. DELIVERY OF COMPLETED WORKS

- (a) The Completed Vehicle will be deemed to have been delivered on the date upon which the Completed Vehicle leaves the Company's premises (whether the Completed Vehicle has been collected by the Customer or on its behalf or the Completed Vehicle has been delivered to the Customer, where the Company has agreed to delivery).
- (b) The Customer will collect the Completed Vehicle at its own cost and risk unless otherwise agreed by the Company, in which case the Company accepts no liability for any third-party logistics provider.
- (c) Any date or dates quoted for delivery of the Completed Vehicle by the Company are approximate only and the Company shall not be liable for any delay in delivery of the Completed Vehicle or failure to make them ready for collection on such dates howsoever caused, including, specifically but not exclusively, Consequential Loss.
- (d) If the Customer fails to take delivery of the Completed Vehicle within a period of seven Business Days from the point of notification then, without prejudice to any other right or remedy available to the Company, the Company may elect (at its absolute discretion) to:

6. DELIVERY OF COMPLETED WORKS Continued...

- i. **Store the Completed Vehicle until actual delivery and charge the Customer for the costs of storage at its storage rates from time to time; and or**
 - ii. **Sell the Completed Vehicle at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price already paid by the Customer under the Contract or charge the Customer for any shortfall below the price payable by it under the Contract (payable by the Customer on demand).**
- e) Where completion of the Vehicle is delayed because the Company is waiting for any information, part, equipment, specification or material from the Customer, the Company may, acting in good faith, complete the Vehicle (if practicable to do so) in the absence of such and notify the Customer that the Completed Vehicle is ready and exercise all and any remedies set out in clause 6(d) above accordingly.

7. RISK AND TITLE

- (a) Risk of damage to or loss of the Completed Vehicle shall pass to the Customer at the time when the Company applies for registration. We will notify of this date. Registration can take up to two weeks. **The Customer shall arrange for the Completed Vehicle to be adequately insured from this point onwards, or as soon as possible thereafter.**
- (b) Notwithstanding risk in the Completed Vehicle passing in accordance with Term (7)(a) above, legal and equitable title in the Completed Vehicle shall not pass to the Customer until payment in full in cleared funds is received by the Company for the Completed Vehicle and no other amounts are outstanding from the Customer to the Company (subject to any finance agreement the Customer may have entered in to).
- c) Until title to the Completed Vehicle has passed to the Customer, the Customer shall have no entitlement to access or move the Completed Vehicle but, where the Company permits access, the Customer shall:
- i. **Hold the Completed Vehicle on a fiduciary basis as the Company's bailee;**
 - ii. **Store the Completed Vehicle separately from all other Completed Vehicle held by the Customer so that they remain readily identifiable as the Company's property;**
 - iii. **Not remove, deface or obscure any identifying mark or packaging on or relating to the Completed Vehicle;**
 - iv. **Maintain the Completed Vehicle in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;**
 - v. **Not pledge, charge, alter, tamper with or damage the Completed Vehicle;**
 - vi. **Notify the Company immediately if it becomes subject to insolvency proceedings, ceases or threatens to cease to carry on its business or is the subject of any enforcement action by a creditor (including the presentation of a petition for bankruptcy);**
 - vii. **Give the Company such information relating to the Completed Vehicle as the Company may require from time to time.**
- d) The Company is irrevocably authorised at any time to enter the Customer's premises or any alternative location where the Completed Vehicle are stored for the purpose of repossessing, removing and if necessary dismantling such Completed Vehicle for the purposes of removal and the Customer's cost.
- (e) The Company's rights set out in this Term (7) shall survive any termination of the Contract.

8. WARRANTY

- (a) The Customer acknowledges that the Company is not responsible for manufacturing the Vehicle's chassis, cab and engine (including all mechanical and electronic features thereof). The Customer agrees that, in the case of any issue with the Vehicle's chassis, cab or engine, it will deal exclusively with the Vehicle manufacturer and its agents. The Company has no liability (and the Customer shall hold the Company harmless) in respect of any issue arising from the Vehicle's chassis, cab or engine.
- (b) The Customer's warranty options will be as agreed between the Company and the Customer in writing and, in default of such written confirmation, no warranty is provided.
- (c) Where the Customer has chosen a warranty provided by a third party or the Vehicle, or any part thereof, is subject to a manufacturer's warranty:
- (i) **We will provide you with no additional or extended warranty relating to that part of the Vehicle covered by the third party or manufacturer;**
 - (ii) **Such warranty will be subject to the terms and conditions and limitations from time to time provided for by the third party / manufacturer;**
 - (iii) **We shall have no liability where you incur cost or sustain loss as a result of such third party or manufacturer refusing or delaying a warranty claim or carrying out work defectively. The Company is not responsible for the actions or inactions of any third-party warranty provider or manufacturer;**
 - (iv) **We reserve the right to refuse to inspect or carry out any work that is otherwise covered by a third party or manufacturer's warranty, or would have been covered had such third party or manufacturer declined to inspect or carry out such works for whatever reason;**
 - (v) **The Customer is responsible for making their own arrangements with any third-party warranty provider or manufacturer. The Company will not act as an intermediary between the Customer and any third-party warranty provider or manufacturer;**
 - (vi) **The Company is unable to inspect, work on or tamper with any part of the Vehicle covered by a third-party warranty or manufacturer's warranty because doing so risks invalidating the same.**
- (c) Where we have agreed to provide any form of warranty, this will be subject to the terms, conditions and limitations set out in Schedule 2 hereof.
- (d) Where we supply a used Vehicle, we will provide a 3 month / 3,000 mile (whichever is sooner) return-to-base warranty, subject to the terms and conditions set out in Schedule 2, only to the extent that there is no balance of a manufacturer's warranty at the point at which any defect or problem has been identified, or should reasonably have been identified.
- (e) You must satisfy yourself that the Works do not affect or invalidate any manufacturer's / third party warranty. The Company makes no representation or warranty in this regard.
- (f) The Company advises that you do not power or jet wash a newly painted Completed Vehicle within 8 weeks of collection because this can damage the paintwork.

9. FINANCE

- (a) The Company may introduce the Customer to a third part finance company in connection with the purchase of the Completed Vehicle. Where this is the case, the Company is acting as introducer only and not as agent for either the Customer or the finance company.
- (b) All finance is subject to terms and conditions and status. The Company does not accept any liability if the Customer is refused finance or there is any delay or failure to supply the Completed Vehicle as a result of any action, omission or delay on the part of the finance company.

9. FINANCE Continued...

- (c) The Company is on occasions paid commission by finance companies to introduce new customers to them.
- (d) The Customer must at all times cooperate with any lawful requests made by the finance company with particular regard to any relevant security checks. Failure to do so may delay or prevent completion of the Completed Vehicle. The Customer shall indemnify and keep indemnified the Company against any loss, damage or cost arising directly or indirectly from the Customer's breach of this clause 9
- (e) The log book / V5 documentation associated with the Vehicle may not be immediately available. This does not affect your ownership of or responsibility for the Completed Vehicle.
- (f) The Contract applies to the Customer irrespective of any finance agreement the Customer has entered in to and irrespective of how any finance agreement may affect the legal ownership of the Completed Vehicle. However, if the Completed Vehicle is owned by a third party finance company, then the rights, options and privileges of the Customer hereunder may only be asserted and exercised by the third party finance company.

10. INSPECTION AND ACCEPTANCE

- (a) It is the Customer's responsibility to inspect the Completed Vehicle on delivery. The Customer must give notice of any defect (being an issue with the Completed Vehicle not otherwise covered by a warranty) in the Completed Vehicle in writing to the Company:
 - (i) **In the case of a defect that is apparent (or should reasonably have been apparent) on normal visual inspection or a basic functional test, within 5 Business Days of delivery; and**
 - (ii) **In the case of a latent defect, within 10 Business Days of the latent defect having become apparent to the Customer provided that such latent defect is identified within 12 months from the date of delivery.**
- (b) If the Customer has not given notice of any defects in the Completed Vehicle within the relevant time period in this Term (10)(a), it shall be deemed to have accepted the Completed Vehicle.
- (c) Subject to Term (10)(d) if:
 - i. **The Customer gives notice in writing of any defect pursuant to Term (10)(a) above which the Company accepts;**
 - ii. **The Company is given a reasonable opportunity of examining such Completed Vehicle; and**
 - iii. **The Customer (if asked to do so by the Company) returns such Completed Vehicle to the Company's place of business at the Customer's cost,**
 - iv. **The Company may, but is not obliged to, repair or replace the defective Completed Vehicle, or refund the Charges, or part thereof.**
- (d) In any event, the Company shall not be liable for any defect in the Completed Vehicle if:
 - i. **The defect arises because the Customer fails to adhere to or observe the Information;**
 - ii. **The defect arises as a result of the Customer not operating or using the Completed Vehicle for their intended purpose, in accordance with manufacturer's advice or instructions, or in accordance with any applicable Law;**
 - iii. **The Customer alters or repairs such Completed Vehicle without the written consent of the Company;**
 - iv. **The defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions or as a result of any other breach of these Terms;**
 - v. **The Completed Vehicle differ from the Specification as a result of changes made to ensure they comply with any applicable Law;**
 - vi. **The Customer makes material use of the Completed Vehicle after notifying us of the defect;**

10. INSPECTION AND ACCEPTANCE Continued...

vii. The defect is of a trivial or minor nature and affects on the Completed Vehicle's aesthetics (such as, but not limited to, small marks, stone chips, scratches, alloy discolouration etc)

viii. The defect is covered by a third party warranty provider, such as the manufacturer.

- (e) Where any alleged defect arises as a consequence of any matter set out in clause 10(d) above, the Customer agrees that the defect arises as such consequence unless the Customer can prove otherwise. The Company must be given the earliest and exclusive opportunity to inspect the Completed Vehicle. The Company will not accept any liability for any defect in the Completed Vehicle (howsoever arising) if the Completed Vehicle has been inspected, tampered with, altered, repaired or interfered with by any third party before the Company has inspected it (unless the Company agrees otherwise in writing).
- (f) Except as provided in this Term (10), the Company shall have no liability to the Customer in respect of the Completed Vehicle, save for matters properly covered under warranty.
- (g) The Terms shall apply to any repaired or replacement Completed Vehicle supplied by the Company under Term (10)(b).
- (h) Where the Completed Vehicle is subject to any recall either from the manufacturer or the Company, the Customer must return the Completed Vehicle in accordance with the recall notice at his own cost, and in any event within 28 days of the notice being issued. The Company accepts no liability, including Consequential Loss, for any damage, loss or injury arising out of a recall.
- (i) Notification of defects or warranty work under these Terms must be effected using whatever form the Company prescribes from time to time, such form being available on request.
- (j) It is the Customer's responsibility to check and approve any graphics or signwriting on the Completed Vehicle on completion / delivery. The Company does not accept liability for any issues with graphics or signwriting of a de minimus or trivial nature, or where such issues are not identified on delivery / collection.
- (k) The Customer warrants that the individual collecting the Completed Vehicle has the authority to bind the Company and make approvals and representations pursuant to these Terms.
- (l) The person collecting the Completed Vehicle must present valid photographic identification. The Company reserves the right to refuse to handover a Completed Vehicle to a person who cannot identify themselves or whom the Company suspects may not have the necessary authorisation or right to collect the Completed Vehicle.

11. LIMITATION OF LIABILITY **Your Attention Is Particularly Drawn To This Clause**

- (a) Nothing in the Terms shall limit or exclude the Company's liability for:
- i. Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);**
 - ii. Fraud or fraudulent misrepresentation;**
 - iii. Any other matter in respect of which it would be unlawful for the Company to exclude or restrict liability.**
- (b) Subject to Term (11)(a):
- i. The Company shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any Consequential Loss arising under or in connection with the Contract; and**
 - ii. The Company's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Charges.**

11. LIMITATION OF LIABILITY **Your Attention Is Particularly Drawn To This Clause**

- (c) **All warranties, conditions or terms relating to fitness for purpose, quality or condition of the Vehicle, whether express or implied by statute or common law or otherwise, are excluded to the fullest extent permitted by law.** In particular, we make no warranty as to the fitness of the Vehicle or Completed Vehicle for any particular purpose even if that purpose is stated in the Order. This exclusion includes recommendations or advice from us to the Customer relating to a specific enquiry. The Customer must satisfy themselves as to the fitness for the purpose for which the Vehicle / Completed Vehicle is intended.
- (d) The employees, agents and representatives of the Company are not authorised to make any representations or give any warranty, guarantee or undertaking on behalf of the Company unless such representations, warranty, guarantee or undertaking is confirmed in writing by the Company. The Customer confirms that it does not rely on and has no course of action in respect of any such representations, warranty, guarantee or undertaking unless so confirmed in writing by the Company.
- (e) Where the Company installs roller shutters or similar devices, the Company will test the integrity of the shutter with a garden hose to simulate rain. Testing and cleaning with a pressure washer is not recommended. The Company does not guarantee that shutters are 100% water resistant.
- (f) You acknowledge that, by virtue of the Order, we will be making modifications and or adaptations to the Vehicle in accordance with the Specification. Accordingly, the Customer warrants and acknowledges that:
- (i) **The Works may be irreversible;**
 - (ii) **The Works may affect weight capacities, speed, handling, break distances, suspension and dimensions of the Completed Vehicle;**
 - (iii) **The Customer must at all times adhere to and observe the Information, particularly the maximum gross vehicle weight, which must not under any circumstances be exceeded;**
 - (iv) **The Customer is responsible for ascertaining the payload (which may vary) and ensuring that they do not exceed the maximum gross vehicle weight;**
 - (v) **The Vehicle may be devalued by the bespoke nature of the Works;**
 - (vi) **Any Works carried out to the Vehicle may involve the use of aluminium parts. These parts may oxidise and discolour over time, especially with use of chemical cleaning products. The Company accepts no liability for this.**
 - (vii) **Parts used in the Works are not brought from stock and are made specifically for the purposes of the Works. Accordingly, they are not guaranteed to be identical to drawings, illustrations, photographs or other specifications and may not be consistent in respect of colour or aesthetic design. The Company accepts no liability in this regard.**
 - (viii) **The Vehicle chassis may be altered or modified to accommodate the Works.**
- (g) The Customer further warrants and represents that:
- (h) They will keep the Completed Vehicle in a well maintained and roadworthy condition and will carry out all regular service requirements in accordance with the manufacturer's advice;
- (ii) The Completed Vehicle will be driven in a safe, responsible and lawful manner and in a manner which takes into account the modifications;
- (iii) The Completed Vehicle will at all times be used in connection with a lawful purpose by competent drivers / operators and in accordance with the Information, any applicable Law and manufacturer's advice or instruction; and or
- (iv) The Customer will comply with all advice, guidance and instructions published by the Company from to time about vehicle safety, daily checks, servicing, maintaining and vehicle care, including any information provided in the Completed Vehicle, and in particular (but without limitation):

11. LIMITATION OF LIABILITY **Your Attention Is Particularly Drawn To This Clause**

- (1) The Customer shall carry out a visual daily inspection of the Completed Vehicle in accordance with the manufacturer's / Company's guidance and all applicable Law;
 - (2) The Customer warrants that it has adequate resource and competency to maintain a fleet (if applicable);
 - (3) The Customer shall check the torque of wheel nuts within 50 miles of any service or work being carried out on the Completed Vehicle using appropriate equipment;
- viii. The Customer will ensure that any and all of its staff, subcontractors or agents charged with care or custody or use of the Completed Vehicle is aware of, and complies with, the Customer's obligations hereunder.**
- (i) **This Term (11) shall survive termination of the Contract.**

12. FORCE MAJEURE

- (a) For the purposes of this clause, a Force Majeure Event shall include, without limitation:
 - a. **war including civil war (whether declared or undeclared), riot, civil commotion, malicious damage or armed conflict materially affecting either Party's ability to perform its obligations under this Agreement;**
 - b. **acts of terrorism;**
 - c. **flood, storm or other natural disasters or other act of God;**
 - d. **fire;**
 - e. **unavailability of public utilities and/or access to transport networks to the extent we could not reasonably have planned for such unavailability as part of our business continuity planning;**
 - f. **government requisition or impoundment to the extent such requisition or impoundment does not result from any failure by the Company to comply with any relevant Law and subject to the Company having used all reasonable legal means to resist such requisition or impoundment;**
 - g. **compliance with any local law or governmental order, rule, regulation or direction in or outside of the UK that could not have been reasonably foreseen at the time of accepting the Order;**
 - h. **industrial action, strike or lock-out;**
 - i. **a failure or delay in the Company's supply chain subject to the Company having used reasonable efforts to resolve such failure;**
 - j. **the coronavirus pandemic or any circumstances, events, changes or requirements arising directly or indirectly therefrom including law;**
 - k. **failure or refusal of the manufacturer to deliver the vehicle for modification, provided that such failure or refusal is not the direct result of any unlawful act by the Company;**
 - l. **the withdrawal of the United Kingdom from the European Union and any related circumstances, events, changes or requirements.**
- (b) The Company shall not be liable to the Customer, nor be in breach of this contract, as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- (c) If the Force Majeure Event prevents the Company from providing any of the Completed Vehicle for more than 6 weeks, the Company shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

13.SPECIFICATION

- (a) Illustrations, drawings and other literature prepared by the Company and provided to the Customer in relation to a Specification or Vehicle shall not constitute representations by the Company.
- (b) No dimensions, details, statements or other information as to capacity, output, performance, use or power specified or contained in the drawings, specifications, photographs, promotional literature or other documents or illustrations shall be treated as binding upon the Company. The Company makes no warranty or representation that the Completed Vehicle will be capable of achieving any particular outcome.
- (c) The Company reserves the right to make such changes to the Specification and/or the design of or material used in the Completed Vehicle as may be required to conform with any applicable Laws.
- (d) Vehicles described as "new" or similar include vehicles which are pre-registered and or may have millage of up to 500 miles for logistical purposes.
- (e) The employees, agents and representatives of the Company are not authorised to make any representations or give any warranty, guarantee or undertaking on behalf of the Company unless such representations, warranty, guarantee or undertaking is confirmed in writing by the Company. The Customer confirms that it does not rely on and has no course of action in respect of any such representations, warranty, guarantee or undertaking unless so confirmed in writing by the Company.

14.TERMINATION

- (a) If the Customer fails to remedy any breach of the Contract within 7 days of notice of such breach (if capable of remedy), the Company shall be entitled by notice in writing to treat the Contract as repudiated or to terminate the Contract.
- (b) If the Customer becomes subject to insolvency proceedings, ceases or threatens to cease to carry on its business or is the subject of any enforcement action by a creditor (including the presentation of a petition for bankruptcy), or the Company reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to the Company, the Company may cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and the Company without incurring any liability to the Customer, and all outstanding sums in respect of Completed Vehicle delivered to the Customer shall become immediately due and payable.
- (c) Without prejudice to Term (14)(a), the Company shall be entitled to immediately suspend the performance of the Contract upon any breach of the Contract by the Customer until such breach is remedied to the satisfaction of the Company (acting reasonably).

15.ASSIGNMENT

- (a) The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Company.

16. NOTICES

- (a) Any notice to be given by either party to the other under the Contract or these Terms shall be in writing and shall be deemed to have been duly given if sent or delivered to the party concerned at its registered office or such other address as that party may from time to time notify in writing.

17. SEVERANCE

- (a) If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

18. WAIVER

- (a) A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

19. THIRD PARTY RIGHTS

- (a) A person who is not a party to the Contract shall not have any rights under or in connection with it.

20. PART EXCHANGE VEHICLES

- (a) Any price quoted by us for a part exchange vehicle is based on the information the Customer tell us about that vehicle and is based on the assumption that the vehicle:
- **Has over six month's MOT**
 - **Is not an import**
 - **Is in average condition for its age and mileage**
 - **Has no material or latent mechanical faults (and no management / warning lights indicating)**
 - **Is not materially damaged**
 - **Has not been the subject of a major accident or previously written off**
- (b) We reserve the right to reduce any quote provided to you (or increase the Charges) for a part exchange vehicle if any of the information you supply to us is inaccurate, misleading or not complete or any of the assumptions set above are incorrect. In this case, the Customer will still be bound by the Contract.

21. THE COMPANY'S RIGHT TO VARY THESE TERMS

- (a) We amend these Terms from time to time. We state at the beginning of the Terms when they were last updated. Every time you place an Order with us, the Terms in force at the time of your Order will apply to the Contract between you and us.
- (b) We may revise these Terms as they apply to your Order from time to time to reflect any changes in relevant laws and regulatory requirements.
- (c) If we have to revise these Terms as they apply to your Order, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the Contract if you are not happy with the changes. If you opt to cancel, we will refund any part of the Price which you have already paid.

22. GOVERNING LAW

- (a) The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

SCHEDULE 1 – DEFINED TERMS

Charges	The cost of the Vehicle and works carried out to the Vehicle in accordance with the Quote
Vehicle	The commercial motor vehicle supplied by us (or, where applicable, your existing motor vehicle) which will be subject to the modification / adaptation works
Terms	The terms and conditions set out in this agreement forming the Contract
Quote	The written document supplied by the Company setting the estimate for the Charges and, where applicable, the Specification
Specification	The details and specification of the modification / adaptation works proposed for the Vehicle set out on the production form, and any amendment or variation to the production form agreed between the parties in writing
Order	Your order for the modification / adaptation works to be carried out on the Vehicle
Contract	The legally binding agreement between the Company and the Customer to carry out the modification / adaptation works to the Vehicle in accordance with the Terms
Completed Vehicle	The Vehicle following completion of the Works, as determined by the Company
Consequential Loss	Loss or damage of a consequential or indirect nature including, but not necessarily limited to, loss of profit, loss of productivity or production, loss of contract, loss of opportunity or loss of reputation and any loss or damage associated with or arising from a Completed Vehicle being unusable or off the road, including third party hire charges and loss of or disruption to business trading
Warranty	The warranty set out in Schedule 2 hereof
Information	Any information, data, specification or advice given by the Company regarding the Completed Vehicle whether in writing or otherwise
Works	The adaptation / modification works carried out by the Company on the Vehicle in accordance with the Specification which, when completed, produces the Completed Vehicle

SCHEDULE 2 – WARRANTY DETAILS

The Company will make repairs as required under this warranty (subject to the exclusions and limitations set out below) only during the specified periods and mileages (whichever occurs first) and subject to the claims limits, all set out on the face of the order form. Claims limits shall include VAT, disbursements, parts and labour charges). The order form may specify additional limitations and exclusions.

The box conversation warranty period expires after the time limit or on the millage , whichever is sooner, specified and agreed in writing.

The capitalised terms in this warranty are those defined in the Terms.

We recommend that you take out your own independent recovery policy covering all risks.

Conditions of Warranty

In all cases, this is a return-to-base warranty. You must return the Completed Vehicle to the Company, at your own cost, to enable the Company to inspect or carry out warranty work for the warranty to remain valid. The Company has no obligation to carry out work under this warranty where the vehicle is not delivered to us. The warranty time limit commences on the date that we advise you that the Completed Vehicle is ready for collection.

1. The Company will meet its responsibilities under the warranty within a reasonable time unless it is impossible for us to do so because of circumstances beyond our reasonable control.
2. Any parts removed as part of any repair work are the exclusive property of the Company.
3. The warranty only applies to the materials and components fitted by the Company as part of the modification works to the Vehicle. It does not apply to any defects in or repairs to the Vehicle itself or any defects arising in consequence of the modification works. If you have any issues with the chassis or cab other than the materials and components fitted by the Company as part of the modification works to the Vehicle, you must contact the manufacturer and follow their exact instructions and procedure.
4. Where any defect arising is covered by a third party warranty (for example manufacturer's warranty in connection with any component installed on the Vehicle), this warranty will not apply to the extent that it is covered elsewhere, or would have been covered were it not for any limitation or exclusion (including expiry of time) of such warranty. To avoid doubt, this includes (without intending to be exhaustive) tail lifts, roller shutters, loading ramps, camera systems, winches, alarms and security systems etc. Where a third-party warranty is applicable, you must contact the warranty provider and follow their exact instructions and procedure.
5. The Vehicle must be regularly maintained in accordance with the manufacturer's and the Company's recommendations, using genuine parts recommended by the manufacture and/or the Company.
6. You must at all times comply with the Terms.
7. This warranty does not extend to any repair work which, in the absolute opinion of the company, is;
 - a) **Caused by the Customer's breach of any conditions of the warranty conditions or the Terms;**
 - b) **Is due to normal wear and tear or deterioration which can occur during normal usage;**
 - c) **As a result of an accident, irrespective of fault or blame;**
 - d) **Is due to abnormal use, neglect, vandalism, abuse or operator error;**
 - e) **Is a result of the Customer (or any third party) tampering, modifying or otherwise interfering with the Vehicle;**
 - f) **Is caused by the Vehicle being overloaded;**
 - g) **Is of a minor, trivial or non-mechanical nature (such as, but not limited to, small marks, stone chips, scratches, alloy discolouration etc);**
 - h) **Covered by a manufacturer's warranty**

Conditions of Warranty Continued...

8. The company accepts no liability for any Consequential Loss in any circumstances.
9. You must notify us of any issue within the warranty period (or millage) and in any event within seven days of discovering any issue covered by this warranty. We accept no liability for any defect not brought to our attention in accordance with the terms of this warranty. We operate a body construction warranty claims procedure, which will require you to complete a form, whether online or by post, before we accept any claim under the warranty. You must comply with our procedure for the claim to be valid.
10. We may use sub-contractors to carry out warranty work at our absolute discretion.
11. Whilst the Vehicle is with us for repairs, our authorised agents or staff may drive it insofar as is deemed necessary to affect the repairs, diagnose or test the Vehicle.
12. Please ensure that all valuables and personal property is removed from the Vehicle prior to delivering it to us for repairs. We accept no liability for any loss or damage to property left in the Vehicle.
13. The Vehicle must be delivered to us for warranty repair work at your cost. We do not collect. Provision of any loan vehicle is at our discretion.
14. The Vehicle is left with us for warranty repair work at the Customer's own risk.
15. Dates quoted by the Company for completion of warranty work are approximate. We accept no liability for delays.
16. You will invalidate the warranty by:
 - a) **Engaging any third party to inspect or carry out work on the vehicle without our express written permission;**
 - b) **Failing to return the vehicle to us for inspection within ten working days of notifying us of an issue;**
 - c) **Making any disparaging, derogatory or defamatory remark, directly or indirectly, in any public forum concerning or touching upon the Company, or any employee, agent or officer of the Company;**
 - d) **Fitting non-approved parts or accessories to the Vehicle;**
 - e) **Registering the Vehicle in any country other than the United Kingdom;**
 - f) **Failing to comply with a valid recall notice;**
 - g) **Failing to report the problem within 5 Business Days of identifying it;**
 - h) **Continuing to use the Vehicle after identifying the problem, other than for returning it to base for the purposes of assessment or work by us; or**
 - i) **Failing to comply with the Terms, or the provisions or stipulations of the warranty conditions.**
18. This warranty is personal to you and non-transferrable.