

## **CREDIT ACCOUNT TERMS**

Unless otherwise agreed to in writing, the Trucksmith Limited Terms & Conditions of Sale shall supersede the Credit applicant's Terms of Payment. Please read this form in full, sign and date and return it to Trucksmith Limited for the attention of the Credit Controller, Trucksmith Ltd, Kingsmill Ind. Est, Cullompton, Devon, EX15 1BS Registered in England No. 4314801 VAT Reg. GB 430342692

### **Terms & Conditions of Sale**

**GENERAL** Unless otherwise stated in writing, in any contract between Trucksmith Limited (hereinafter called the Company) and a Customer, the following standard conditions shall apply to all contracts between the Company and the Customer relating to the sale of goods and supersede any and all conditions of the Customer's Purchase Order.

**QUOTATION AND ACCEPTANCE** Unless otherwise stated, Quotations are valid for 30 days and represent no obligation until the Company accepts the order. The Company reserves the right to adjust the price to correspond with the conditions prevailing at the date of despatch.

### **PRICE AND DELIVERY**

(a) Prices do not include VAT, Carriage and Insurance, unless explicitly stated otherwise.

(b) Any delivery period quoted is an estimate only and commences from the Company's acknowledgement of the order. The Company will take all reasonable steps to deliver the goods at the time stated, the Company shall be under no liability whatsoever for failure to do so.

(c) The Company reserves the right to deliver in more than one consignment and to invoice separately.

(d) Should a Customer request the Company to Withhold delivery for any reason, the Company reserves the right to invoice the goods at the original delivery date which will be the date of commencement of the warranty.

**TERMS OF PAYMENT** Unless stated in writing from the Company payment terms are strictly 7 working days from the date of invoice. Invoices for whole vehicle are to be paid by bank transfer or cheque only. The Company shall be entitled in the event that the amount payable to it under any contract is overdue, without prejudice to any other right, suspend deliveries until such payments have been made and further payments secured to the Company's satisfaction. The Company reserves the right to pass any debt beyond the 7 working days payment period to its own debt collection agency, to expedite recovery of sums overdue. Credit Account Terms are reviewed on a 6 monthly basis with payment terms extended strictly to 30 calendar days from the month of invoice. The Company shall be entitled in the event that the amount payable to it under any contract is overdue, without prejudice to any other right, suspend deliveries until such payments have been made and further payments secured to the Company's satisfaction. The Company reserves the right to pass any debt beyond the 30 calendar days from the month of invoice payment period to its own debt collection agency, to expedite recovery of sums overdue.

**CANCELLATION POLICY** Cancellations by Customers made more than 45 days before base vehicles are scheduled to arrive at Trucksmith will not incur cancellation charges. Cancellations within 7 to 45 days before base vehicles are scheduled to arrive at Trucksmith will incur a 50% (of total OTR price) cancellation fee, between 0 to 7 days will incur a 100% (of total OTR price) cancellation fee.

**FORCE MAJURE** If the Company is prevented from, delayed or hindered (whether wholly or in part) in performance of any contract or in compliance with any condition or performance of any warranty given by strike, lockout, trade dispute, act of God, war, riot, explosion, fire, shortage of materials, labour or transport or fuel, or without limiting the generality of the foregoing by other cause or consequence outside the Company's direct control whether affecting its own business or that of any supplier or subcontractor, the Company shall not be liable for any loss or damage (direct, indirect or consequential) to the Customer or any third party.

**VALUE ADDED TAX** VAT is chargeable in accordance with current legislation at the time of despatch, unless documentary proof of VAT exemption is supplied at time of order.

**TITLE OF GOODS** The property in the goods shall not pass to the Customer and the full legal and beneficial ownership of the goods shall remain with the Company unless and until the Company has received payment in full for the goods subject of a particular contract and all other goods the subject of any other contract between the Customer and the Company which at the time of payment of the full price of the goods sold under this contract have been delivered to the Customer but not paid in full. The goods remain entirely at the Customer's risk after delivery has been made by the Company, whether or not title to property has passed to Customer.

**REPOSSESSION** The Company shall be entitled to immediate re-delivery of the goods any time after the due date for payment or before such due date in the case of occurrence of any of the following events namely:

(a) Appointment of a liquidator over assets of the Customer, or

(b) The bankruptcy of the Customer (if individual or partnership), or

(c) The Customer being unable to meet its debts in the normal course of business and for the purpose of such recovery and/or resale of the goods the Company shall be entitled and the Customer hereby grants to the Company its officers, servants or agent a licence (which will be binding upon the Customer's liquidator, receiver or trustee in bankruptcy [as appropriate] to enter upon the premises of the Customer during normal business hours and to remove the goods from the Customer's premises.

**HARDWARE WARRANTY** The Company warrants, for 12 months, to the original purchaser of the Company's goods which proves defective during normal use, that it will replace or repair parts found by the Company to be defective due to faulty workmanship or faulty parts. The Company accepts no responsibility for and issues no warranty for goods which have not been used in accordance with the specifications for said parts.

**RETURN OF GOODS** The Company is under no obligation to accept return of goods that have been ordered in error or are no longer required by the Customer. Any return of goods must first be authorised by the Company, who will issue a Returns Authorisation Number. Any goods returned without this number will not be accepted. Unless agreed otherwise it shall be the responsibility of the Customer to deliver returned goods to the Company and cover risk during delivery. Where goods have been incorrectly ordered or found to be in excess of requirements, these will not be accepted back except by prior arrangement with our sales department. A 15% re-stocking charge will be made and any repairs, repackaging or re-configuration will be additionally charged.

**QUERIES AND COMPLAINTS** Any query or complaint by the Customer relating to any contract for supply of goods must be notified by the Customer to the Company in writing 14 days of the date of issue of the delivery note for such contract.

**PROPER LAW** These conditions shall be governed and constructed by English Law and the English courts shall have exclusive jurisdiction in connection herewith.

On behalf of the Credit Applicant we hereby agree to settle all invoices within the Trucksmith Limited Trading Terms of 7 working days from date of invoice.

**TRUCKSMITH  
LIMITED**

Registered  
ISO 9001 2000  
With Moody  
International

**Signed:**

**Print:**

**Position:**

**Company name:**

**Company Address:**