

## CONDITIONS OF SALES OF DOORBOS EQUIPMENT LTD

### 1. Definitions and interpretation

In these Conditions unless the context otherwise requires the following words shall have the following meanings: Company means Doornbos Equipment Ltd of 12 Sheet Street Windsor Berkshire SL4 1BG, company number 04106622;

Charges mean the Company's charges for the Goods (including transport, packaging, insurance and, if applicable storage) as detailed in the attached quotation form; Customer means the person, firm, company or other body to whom the company has agreed to supply the Goods as detailed in the attached quotation form; Delivery Address means the address for delivery as detailed in the attached quotation form; Goods means the goods, the quantity and description of which are set out in the attached quotation form;

### 2. The terms

- 2.1 The Company only provides Goods in accordance with these terms.
- 2.2 These Terms and attached quotation form shall constitute the entire agreement between the parties and shall not be varied except in writing between the parties.

### 3. Orders

- 3.1 Acceptance of the Customer's order is by the Company orders providing a written acknowledgement or a countersignature on the attached quotation form or by the commencement of the provision of the Goods.
- 3.2 The quotation is not binding to the Company until accepted by the Company.
- 3.3 The Company will not accept the Customer's order otherwise than as a returned countersigned copy of the quotation.

### 4. Price Payment and

- 4.1 The Customer shall pay the Charges and any additional sums agreed between the Company and the Customer.
- 4.2 Subject to any credit limit imposed by the Company, the Customer shall pay the price of the Goods before delivery or within the time period set out on the invoice or in the attached quotation form. If the Customer fails to make any payment by the due date the Company shall have the right to cancel the contract and/or suspend any further deliveries. All payments shall be made in Sterling.
- 4.3 Except where stated in the attached quotation form, the Charges are exclusive of any value added tax and any other duties or taxes, which the Customer shall be additionally liable to pay to the Company at the same time as and as part of the price to which they relate.

### 5. Delivery and Claims

- 5.1 The Company shall deliver the Goods to the Delivery Address.
- 5.2 Any dates specified by the Company in the attached quotation form for delivery of the Goods are intended to be an estimate only. The Company shall not be liable for any loss or damage occurring through any failure or inability to meet such dates.
- 5.3 The Customer shall make arrangements for and shall accept the Goods if delivered to the Delivery Address on or within 7 days following the date of delivery specified in the attached quotation form.
- 5.4 Goods may not be rejected for breach of condition unless the Company is notified of the breach within 7 days of delivery.
- 5.5 Goods remain the property of the Company until paid for and shall be returned upon request in the event of default of payment. Goods remain at the Company's risk until delivered.

- 5.6 Until ownership of the Goods has passed to the Customer: (a) the Customer must keep the Goods separate from those of the Customer and third parties and properly stored, protected, insured an identified as those of the Company; and (b) the Company shall be entitled at any time to require the Customer to deliver up the Goods to the Company and, if the Customer fails to do so immediately, to enter on any premises of or under the control of the Customer

### 6. Guarantees

- 6.1 The Company provides a parts guarantee in respect of Goods which fail within 12 months from delivery provided that: (1) the Goods have not been misused, neglected, altered or modified in any manner; (2) the Goods have been serviced and used in accordance with the manufacturer's instruction; (3) the failure has not arisen from fair wear and tear; (4) the Customer claims failure within 7 days of the date on which the failure was discovered; and (5) the Customer has paid all monies payable to the Company.
- 6.2 In the event of a successful guarantee claim the Company shall have to option of repairing or replacing any defective Goods provided that items for repair or replacement are returned to the Company at the Customer's expense.

### 7. Limitation of Liability

- 7.1 Save for claims under clause 6, any liability claims (including liability claims arising from the inability to use the Goods) shall be limited to sums recoverable under the Company's public and product liability insurance.
- 7.2 The Company shall not be liable to the Customer for any pure economic loss, future loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the performance of the contract for the supply of Goods.
- 7.3 Nothing in these conditions excludes or limits the liability of the Company for death or personal injury caused to the Customer by the Company's negligence or for fraudulent misrepresentation.

### 8. Suspension

The Company may immediately suspend the provision of the Goods where the Customers is in breach of any of these Terms or if the Customer becomes insolvent (or bankrupt in the case of an individual) or makes any arrangement with its creditors or has an administrator or receiver appointed.

### 9. General

- 9.1 The Company shall not be responsible for any delay or failure to provide the Goods for reasons beyond its reasonable control.
- 9.2 Pursuant to the Contracts (Rights of Third Parties) Act 1999. The parties intend that none of these terms may be enforced by a third party.
- 9.3 English law governs the Contract and the parties submit to the non-exclusive jurisdiction of the English Courts.

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