

TERMS & CONDITIONS OF SALE

Definitions

In these conditions "The Company" means McCauley's Limited and "The Customer" means any person or body purchasing goods from the Company.

"Goods or Materials" means merchandise manufactured or supplied by the Company.

Basis of Trading

These conditions of sale apply to and govern the supply of all goods by the Company to the Customer. There shall be no variation from these terms and conditions unless authorised by the Director.

Prices

Quotations are given and orders are accepted on the understanding that the price payable shall be the price agreed on the sales order form, unless orders are amended after signed agreement, and are exclusive of VAT, which shall be added if applicable. Any typographical clerical or other error in any sales literature, quotation price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

McCauleys is explicitly entitled to change sales price any time before delivery which is due to a factor beyond McCauley's control (such as currency fluctuations significant increase in labour or material costs or other costs of manufacture), changes in delivery dates or specification requested by the Customer or delay caused by instruction of the customer or any failure of the customer to give adequate information or instruction

Delivery

The Company shall use its best endeavours to complete the Trailer at the times stated however these dates shall be regarded as estimates only and McCauleys will not be liable for any delay in delivery of Goods or completion of work however caused. McCauleys are not liable for any penalties or fines for any delays or late deliveries. Deliveries may be suspended or revised owing to any contingencies beyond the Company's control such as fire, accidents etc. If the buyer makes default in any payment or becomes subject to the bankruptcy laws, or being a company, have a receiver appointed or pass a resolution for winding up, the Company may as its option cancel further deliveries.

If McCauleys store goods or the works until actual delivery, we reserve the right to charge storage (at a rate of £100 per week or sell the Goods or the works at best price obtainable and (after deducting all reasonable storage, insurance and selling expenses) charge the customer for any shortfall below the price due under the agreement.

Unless the customer give notice in Writing to McCauley's within five days of actual delivery to the Customer of the Goods or the works of any alleged defect in them then the Goods or the works will be deemed to have been accepted by the customer as complying with the terms of the contract.

Carriage

Unless otherwise stated the price quoted is subject to carriage being extra. The method of carriage will be at the Company's discretion but if the buyer requires the goods to be sent by any different method the additional cost (if any) of such carriage will be payable by the buyer. The buyer must inform the Company and the carrier in writing (other than upon the carrier's documents) within 10

days of the date of dispatch, if the goods have not been delivered and within three days of arrival of the goods, of any damage, pilferage, or shortage. The Company will not be liable for any damage caused whilst offloading the trailer.

Payments

All payments for goods must be made prior to collection / dispatch or if credit arrangements have been agreed, within the credit terms agreed in writing by the Company. If the payment is not made by the due date, interest shall be payable by the Customer to the Company.

No order which has been accepted by the Company may be cancelled by the Customer except with written agreement of the Company and on terms.

Deposits are strictly non-refundable in any event. If a payment is made by credit card there will be a charge of up to 2% as per banking guidelines. If the customer fails to make any payment on the due date McCauley's will, without Liability be entitled to retain any deposits paid by the customer, cancel the contract or suspend any further deliveries to the customer and retain all proceeds from sale of any Goods manufactured or services performed for the customer require the Customer all its entire cost and risk to return to McCauley's any Goods and Works as already delivered to the customer and reimburse McCauley's costs of restoring them to original condition Charge the Customer interest (before and after any judgement) on the outstanding amount at a rate of 8% per annum pursuant to the late payment of Commercial Debts Act 1998 until payment is made, Remove from Customer supplied unit(s) any work which McCauley's has carried out for them. The customer accepts liability for restoring any such units to its original state.

Inspection

The buyer shall inspect the goods immediately on delivery and shall within seven days give notice to the Company of any damage or defect, whereof it may allege that the goods are not in accordance with the contract. Failure to give such notice shall deem the goods to be in accordance with the contract and the buyer shall be bound to accept and pay for the same accordingly.

Claims

Any claim to the affect that the goods do not conform to the description or specification shall be limited to the invoice value or to the proportion of such value as may be related to the quantity or proportion of the goods concerned. Settlement of any such agreed claim shall either be by replacement of the goods concerned or by an appropriate price allowance at the Company's discretion. The Company shall not be responsible for consequential damage under any circumstances.

Drawings and specifications

All information contained in any drawing, catalogue, quotation or specification is subject to one single alteration (any further alterations or design changes will be at an hourly rate cost) and the Company will not be bound to comply exactly therewith. The Company shall not be liable for inaccuracies in any drawings, specification or other information supplied to it by the buyer and it shall not be liable for any defects, accidents or happenings arising out of such faulty information. Any changes or amendments or changes must be agreed by Mc Cauley Trailers prior to being made and may lead to additional costs and lead times. The Customer shall be responsible for ensuring that the product complies with any legislation or regulation governing the manufacture or use of and for importation of the Goods or the Works into the country of destination and for the payment of any duties on them.

Indemnity

The buyer will indemnify the Company against all claims whatsoever kind and from whomsoever arising from death or personal injury arising out of any miss-use of the goods by any person including the buyer.

Warranty

Goods are only guaranteed as per the Company's supplier's warranty and to be free from defects in workmanship and materials at the time of delivery. Any Liability for breach of this warranty shall be limited to a refund of the purchase price or to replacement upon return at the Company's option. No claim for breach or alleged breach of this warranty will be considered unless delivered to the Company within a reasonable time after delivery of the shipment to which the claim relates. No other warranty, whether expressed or implied is made by the Company. No warranty on second hand goods. The warranty period and maintenance schedule relating to warranty is detailed in the operations manual which you receive upon receipt of your goods. Warranty procedure must be followed Doc Ref: SA-TAC Rev 1.3

Warranties and Liabilities

Subject to the following conditions McCauley's warrants that the Goods or Works shall be free from defects in material and workmanship for the shorter period of twelve months from delivery. McCauley's liability under this warranty is limited to repair or replacement of defective parts or faulty workmanship. McCauley shall under no circumstance take liability for a defect of Goods or Works arising from drawing, design or specification from a customer.

McCauley's shall be under no liability where the customer without prior written authorisation of McCauley's incur expenditure in rectifying alleged defects in Goods or Works McCauley's under no liability in any defect arising from fair wear and tear wilful damage negligence abnormal working conditions failure to follow McCauley's instructions (whether oral or written) misuse or alteration or repair goods without McCauley's approval.

McCauley's liability under its warranty will cease if the total price for the Goods or the Works has not been paid by the due date for payment Goods supplied or Works performed cannot be demonstrated to have been regularly serviced and maintained the Goods are not owned by Customer.

The Goods or Works have been at any time misused, abused or a defect aggravated by continued use after the defect ought to be reasonably discovered The Goods or Works have been modified without the express written warranty of McCauley or parts fitted were not supplied by McCauley's.

McCauley's attendance to warranty calls where warranty invalidated shall be at solo discretion and such attendance shall not constitute validation of warranty. The warranty does not extend to parts materials or equipment not manufactured by McCauley's in respect of what the customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the original manufacture to McCauley's Where the Goods are supplied or the works are performed for export from the UK/Ireland the McCauley's shall be liable only for the supply of replacement parts or materials which maybe defective and shall not be liable for any costs of labour or of fitting replacement parts or materials. When McCauley's deliver Goods or Works it shall have no liability to the customer for any damage or loss arising directly or indirectly or a consequence of a modification alteration or addition to Goods or Works carried out by or for the Customer and the Customer shall be solely responsible

for ensuring adequacy and safety of such modification Where a claim is made in respect of Goods or Works which is based on any defect in quality of Goods or Works.

McCauleys will 1. require the goods or defective part or component to be returned to its works by McCauleys or 2. replace the Goods or the defective parts free of charge (in which case the Customer shall return the defective Goods or Parts to McCauley's at the Customer's cost. 3. refund the price of the Goods or Works or proportionate price thereof but McCauley's shall have no further liability to the Customer and McCauley will be responsible for any expense which the customer may directly or indirectly incur in removing replacing transporting and refitting any parts which are requested by McCauleys. In the event McCauley's overall liability under warranty shall never exceed the total price of the contract.

Except in respect of death or personal injury caused by McCauley's negligence McCauley's will not be liable to the Customer by reason of any representation (unless fraudulent) or implied statutory customary warranty condition or other term or any duty at common law or under express terms of the contract or an loss indirect special or consequential loss or damage (whether for loss of profit or otherwise) for costs expenses or other claims for compensation whatsoever (whether or not they caused by negligence of McCauley's employees or agents) which arise out of our connection with the supply of Goods or the Works or their use by Customer and the entire liability of McCauley's under or in connection with the contract shall not exceed the price of the goods or the works McCauleys shall not be liable to Customer for any delay in performing or any failure to perform any of McCauley's obligations under the contract if delay or failure was due to any cause beyond McCauley's reasonable control.

Retention of title

All goods that are supplied to the Customer by the Company, notwithstanding delivery and the passing of risk, shall remain the property and title of the Company until such times as the said goods have been paid for in full by the Customer. Furthermore, and in the event that the Customer has not discharged the sums due to the Company in accordance with the terms thereof, the Company reserve the right to attend at the premises of the Customer to recover all goods supplied to the Customer to the value of any amount remaining unpaid to the Company. The Customer irrevocably consents to the representative of the Company entering the premises to recover said goods. This clause shall bind the Customer, its staff, agents and any Receiver Liquidator, Examiner or such person that may be appointed by the courts.

These terms and conditions shall apply so far as they should be held to be lawful and enforceable. If any conditions or part of any condition shall be held to be unlawful or unenforceable then these conditions shall be read and construed as if such condition or part therefore were omitted.

Customer's Insolvency

The Customer makes a voluntary arrangement with its creditors (being an individual firm becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation otherwise than for the purposes of amalgamation or reconstruction or an incumbrancer takes possession of or a receiver is appointed to any of the property or assets of the customer or the Customer ceases or threatens to cease to carry on business or McCauleys reasonably apprehends that any of these events is about to occur in relation to the customer and notifies the customer accordingly. If this clause applies then (without prejudice to any other right or remedy available) McCauleys shall be entitled to cancel the Contract or suspend any further deliveries under the contract without any liability to the Customer and if the Goods have been delivered but not paid for the price shall if it is

not already due then become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.