

1. TERMS AND CONDITIONS

Please read these terms and conditions carefully before you engage in any of our services. They contain important information based on our terms and conditions on which we supply vehicle parts, vehicles or vehicle modification services, our invoicing procedures, how you and we may end the contract and what to do if there is a problem.

2. INTERPRETATION

2.1 Definitions:

Business Day - Means a day other than a Saturday, Sunday or public bank holiday in England.

Conditions - The most up to date form of these Terms and Conditions which may be amended from time to time.

Contract - The mutual agreement between us and you for the supply of Goods and/or Services in accordance with these Conditions

Delivery Location - An alternative location agreed by both parties and paid for by you.

Distance - An order for Goods or Services a consumer makes at a distance (as interpreted by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the "Consumer Contract Regulations 2013"), for example by telephone, email or online

Force Majeure Event - The meaning is given to it in condition 25.1

Goods - The vehicle part(s) and/or vehicle(s) set out in the Order

Goods Specification - Any specification for the Goods provided in writing by us to you including, without limitation, in quotations, orders and emails

"Our", "Us", "We" - 4x4 Fabrication Limited and Mahker registered in England and Wales with company number 11402984 whose registered office is at Unit A3 Sandford Industrial Estate, Whitchurch, Shropshire, SY132AN

Services - The vehicle modification and/or restoration services supplied by us to you as set out in the Contract of Agreed Services

Service Specification - The description or specification for the Services provided in writing by us to you including, without limitation, in quotations, orders, verbal conversations, text messages and emails

"You", "Your" - The person or firm or company who purchases the Goods and/or Services from us.

2.2 Construction. In these Conditions, the following rules apply:

- (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its personal representatives, successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory 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;
- (d) 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; and
- (e) a reference to writing or written includes e-mails.

Conditions 3 to 13 only apply if you are a consumer

3. CONTACT BETWEEN YOU AND US

3.1 How to contact us.

You can contact us by telephone on 01948841816, by email at 4x4fabrication@gmail.com or by post at 4x4 Fabrication, Unit A3 Sandford Industrial Estate, Whitchurch, Shropshire, SY132AN

3.2 How we may contact you.

If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us when agreeing your order.

4. OUR CONTRACT WITH YOU

4.1 How we will accept your order.

We will inform you if we accept your order when you sign or submit a 4x4 Fabrication order form and/or any deposit required in accordance with condition 12.4 is received into our bank account in full, at which point a contract will come into existence between you and us.

4.2 If we cannot accept your order.

If we are unable to accept your order, we will inform you of this and will not charge you for the Goods or Services. This might be because the Goods are out of stock, because of unexpected limits on our resources, because we have identified an error in the price or description of the Goods or Services or because we are unable to meet a delivery deadline you have specified.

4.3 Quotations.

Any quotation given by us shall not constitute an offer, and is only valid for a period of 21 Business Days from its date of issue.

5. OUR GOODS

5.1 Goods may vary slightly from their pictures.

The images of the Goods on our website, social media and advertising material are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's or a publication's display of the colours accurately reflects the colour of the Goods. Your Goods may vary slightly from those images.

5.2 New Vehicles.

Where an order is agreed which includes us supplying a new vehicle to you, this is done under the express condition that vehicle modification work must also be done to that vehicle before it can be released to you. We do not supply unmodified new vehicles to customers under any circumstances. If your order is for a new vehicle, it must also include modification work and, subject to condition 8, you cannot cancel that modification work once you have paid for the vehicle and it arrives in our workshop (see condition 8.4b). If, on arrival of the vehicle in our workshop, you wish to delay the modification work to your vehicle then we shall store the vehicle until the vehicle modification services are paid for by you and undertaken by us; you will be charged for all related costs and expenses associated with this storage (including insurance and the costs of moving and maintaining your vehicle).

6. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the Goods and/or Services you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the Goods and/or Services, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

7. PROVIDING THE GOODS AND SERVICES

7.1 Minor changes to the Goods and Services. We may change the Goods and Services:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements.

7.2 When we will provide the Goods and Services

- (a) If you order Goods. We will provide you with an estimated delivery date for the Goods.
- (b) If you order Services. We will begin the Services on the date agreed with you when your order was signed and subject to the payment of any deposits and/or interim payments in accordance with condition 12.4 We will not provide you with an estimated completion date for the Services.

7.3 We are not responsible for delays outside our control.

If our supply of the Goods and/or Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the Contract and receive a refund for any Goods and/or Service you have paid for but not received.

7.4 Collection by you.

If we have agreed you will collect the Goods from our premises, you can make an appointment to collect them from us at any time during our working hours which are 08:00am to 6:00pm Monday to Saturday (excluding public holidays).

7.5 If you are not at home when the Goods are delivered.

If no one is available at your address to take delivery and the Goods cannot be posted through your letterbox, it is your responsibility to arrange a redelivery including the costs associated.

7.6 If you do not re-arrange delivery.

If you do not collect the Goods from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and condition 10.2 will apply.

7.7 When you become responsible for the Goods.

The Goods will be your responsibility from the time we deliver the Goods to the address you gave us or you collect them from us.

7.8 When you own the Goods.

You own the Goods once we have received payment in full.

7.9 What will happen if you do not give required information to us?

We may need certain information from you so that we can supply the Goods and/or Services to you. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, then we might not be able to deliver the Goods or Services (particularly if we cannot schedule your vehicle into our workshop because you have not finalised a vehicle specification). Where this happens we

may make an additional charge of a reasonable sum to compensate us for any extra work/storage that is required as a result. We will not be responsible for supplying the Goods and/or Services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

7.10 We may also suspend supply of the Goods and/or Services if you do not pay. If you do not pay us for the Goods and/or Services when you are supposed to (see condition 12.4) we may suspend supply of the Goods and/or Services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Goods and/or Services and if this requires us to store your vehicle/Goods then we reserve the right to charge you reasonable storage costs. We will not charge you for the Goods and/or Services during the period for which they are suspended but suspension might mean that your allocated time in our workshop is missed and this will result in a delay in completing your vehicle for which we will not be responsible. As well as suspending the Goods and/or Services we can also charge you interest on your overdue payments (see condition 12.6).

8. YOUR RIGHTS TO END THE CONTRACT

8.1 Your rights to end your Contract with us.

Your rights to end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the Contract:

- (a) If what you have bought is faulty or mis-described you may have a legal right to end the contract (or to get the Goods repaired or replaced or the Services re-performed or to get some or all of your money back), see condition 11;
- (b) If you want to end the contract because of something we have done or have told you we are going to do, see condition 8.2;
- (c) If you purchase the Goods and/or Services at a Distance and have just changed your mind about the Goods and/or Services, see condition 8.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any Goods;

8.2 Ending the contract because of something we have done or are going to do.

If you are ending a Contract for a reason set out at (a) to (e) below the Contract will end immediately and we will refund you in full for any Goods and/or Services which have not been provided. The reasons are:

- (a) we have told you about an error in the price or description of the Goods and/or Services you have ordered and you do not wish to proceed;
- (b) there is a risk that supply of the Goods and/or Services may be significantly delayed because of events outside our control;
- (c) we have suspended supply of the Goods and/or Services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 3 months; or
- (d) you have a legal right to end the Contract because of something we have done wrong.

8.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013).

For most Goods and/or Services bought at a Distance you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these Conditions.

8.4 When you don't have the right to change your mind.

You do not have a right to change your mind in respect of:

- (a) Goods made to your specifications or otherwise personalised for you;
- (b) Goods, specifically a new vehicle, bought through us and paid for by you and delivered to our workshop, where you tell us that you do not want the agreed modification work on that vehicle to be undertaken. This is because it is an express condition of our contract with you to supply you

with a new vehicle that it is supplied only after the agreed vehicle modification services have been carried out to that vehicle (see condition 5.2);

- (c) Services, once these have been completed, even if the cancellation period is still running;
- (d) any Goods which become mixed inseparably with other items after their delivery; and
- (e) any Contract under which the payment to be made by you is not more than £42.

8.5 How long do I have to change my mind where I have ordered Goods and/or Services at a Distance?

How long you have depends on what you have ordered and how it is delivered.

(a) Have you bought Services at a Distance? If so, you have 14 days after the day we accept your order which is made at a Distance. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the Services, you must pay us for the Services provided up until the time you tell us that you have changed your mind.

(b) Have you bought Goods at a Distance? If so, you have 14 days after the day you (or someone you nominate) receives the Goods, unless:

(c) Your Goods are split into several deliveries over different days. In this case you have until 14 days after the day you (or someone you nominate) receive the last delivery to change your mind about the Goods.

(d) Your Goods are for regular delivery over a set period. In this case you have until 14 days after the day you (or someone you nominate) receives the first delivery of the Goods.

9. HOW TO END THE CONTRACT WITH US

9.1 Tell us you want to end the Contract.

To end the Contract with us, please let us know by doing one of the following:

(a) Phone or email. Call us on 01948841816 or email us at 4x4fabrication@gmail.com. Please provide your name, home address, details of the order and, where available, your phone number and email address.

(b) Online. Complete the form on our website.

(c) By post. Write to us at 4x4 Fabrication, Unit A3 Sandford Industrial Estate, Whitchurch, Shropshire, SY132AN. Please provide your name, home address, details of the order and, where available, your phone number and email address.

9.2 Returning Goods after ending the contract.

If you end the Contract for any reason after Goods have been dispatched to you or you have received them, you must return them to us. You must either return the Goods in person to where you bought them, post them back to us at 4x4 Fabrication, Unit A3 Sandford Industrial Estate, Whitchurch, Shropshire, SY132AN or (if they are not suitable for posting) allow us to collect them from you. If you are exercising your right to change your mind you must send off or return the Goods within 14 days of telling us you wish to end the Contract.

9.3 When we will pay the costs of return of Goods.

We will pay the costs of return:

(a) if the Goods are faulty or mis-described;

(b) if you are ending the Contract because we have told you of an upcoming change to the Goods and/or Services, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong. In all other circumstances you must pay the costs of return.

9.4 What we charge for collection.

If you are responsible for the costs of return and we are collecting the Goods from you, we will charge you the direct cost to us of collection. The costs of collection will be the same as our charges for standard delivery.

9.5 How we will refund you.

We will refund you the price you paid for the Goods and/or Services including delivery costs, usually by the method you used for payment. However, we may make deductions from the price, as described below.

9.6 Deductions from refunds.

If you are exercising your right to change your mind:

(a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the Goods, if this has been caused by your use or handling them. If we refund you the price paid before we are able to inspect the Goods and later discover you have used or handled them in an unacceptable way, you must pay us an appropriate amount.

(b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of Goods within 5 days at one cost but you choose to have the Goods delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

(c) Where the product is a Service, we may deduct from any refund an amount for the supply of the Service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the Contract.

9.7 When your refund will be made.

We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

(a) If the products are Goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the Goods back from you or, if earlier, the day on which you provide us with evidence that you have sent the Goods back to us.

(b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

10. OUR RIGHTS TO END THE CONTRACT

10.1 We may end the Contract if you break it.

We may end the contract for the Goods and/or Services at any time by writing to you if:

(a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;

(b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Goods and/or Services;

(c) you do not, within a reasonable time, allow us to deliver the Goods to you or collect them from us; or

(d) you do not, within a reasonable time, allow us access to your vehicle to supply the Services.

10.2 You must compensate us if you break the Contract.

If we end the Contract in the situations set out in condition 10.1 we will refund any money you have paid in advance for Goods and/or Services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will or have incurred as a result of your breaking the Contract. Where you have ordered a vehicle from us and it has not been released to you by us, we may sell the vehicle on your behalf at a reasonable market rate and deduct any sums due to us under this condition 10.2.

11. IF THERE IS A PROBLEM WITH THE GOODS AND/OR SERVICES

11.1 How to tell us about problems.

If you have any questions or complaints about the Goods and/or Services, please contact us. You can telephone us on 01948 841816 or write to us by email at 4x4fabrication@gmail.com or by

post at 4x4 Fabrication, Unit A3 Sandford Industrial Estate, Whitchurch, Shropshire, SY132AN. Alternatively, please speak to one of our staff at our premises.

11.2 Summary of your legal rights.

We are under a legal duty to supply Goods and/or Services that are in conformity with this Contract. Nothing in these Conditions will affect your legal rights.

11.3 Your obligation to return rejected Goods.

If you wish to exercise your legal rights to reject Goods you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call us on 01948841816 or email us at 4x4fabrication@gmail.com a return label or to arrange collection.

12. PRICE AND PAYMENT

12.1 Where to find the price for the Goods and/or Services.

The price of the product (which includes VAT where applicable) will be the price indicated on the order pages of our website when you placed your order or as otherwise notified to you. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see condition 12.3 for what happens if we discover an error in the price of the Goods and/or Services you order.

12.2 We will pass on changes in the rate of VAT.

If the rate of VAT changes between your order date and the date we supply the Goods and/or Services, we will adjust the rate of VAT that you pay, unless you have already paid for the Goods and/or Services in full before the change in the rate of VAT takes effect.

12.3 What happens if we got the price wrong.

It is always possible that, despite our best efforts, some of the Goods and/or Services we supply may be incorrectly priced. We will normally check prices before accepting your order so that, where the Goods' and/or Services' correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the Goods' and/or Services' correct price at your order date is higher than the price stated, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mis-pricing, we may end the Contract, refund you any sums you have paid and require the return of any Goods provided to you.

12.4 When you must pay and how you must pay.

We accept payment by cash, cheque and BACS transfer. However you pay, we require cleared funds before we will release Goods or Services to you. Please note that cheques and some credit card payments take several days to clear into our account; it is your responsibility to allow sufficient time for your payment to clear before you can take your Goods/Services from us. When you must pay depends on what Goods and/or Services you are buying:

- (a) Goods other than vehicles; we shall invoice you at the point we have agreed an order with you and payment of that invoice in cleared funds is required before delivery of the Goods to you.
- (b) New vehicles; where you are buying a new vehicle from us then: (i) you will be invoiced for a £5,000 non-refundable deposit which, on payment in full will complete acceptance of our order with you; (ii) immediately prior to the point where we are required to pay our supplier and take delivery of that vehicle we will invoice you for the full base specification of the vehicle less the £5,000 non-refundable deposit. We cannot take delivery of the vehicle from our supplier until you have paid us in full in cleared funds for that vehicle.
- (c) Used vehicles, we will invoice you in full for the agreed value of the vehicle and payment of the full invoice in cleared funds is required before we can release the vehicle to you.

(d) Vehicle Modification and Restoration Services; where the value of work is less than £20,000 (including VAT) then: (i) you will be invoiced an £1,800 (including VAT) non-refundable deposit which, on payment in full will complete acceptance of our order with you; (ii) we will invoice the full value of the modification services less the £1,800 non-returnable deposit upon completion of the work on your vehicle and this will be required to be paid in full in cleared funds before we can release the vehicle back to you. In respect of Vehicle Modification and Restoration Services where the value of work is greater than £20,000 (including VAT) then: (i) you will be invoiced an £1,000 (including VAT) non-refundable deposit which, on payment in full will complete acceptance of our order with you; (ii) we will invoice you for 75% of the value of the modification service being provided immediately prior to the work on your vehicle commencing, payment of the full invoice in cleared funds is required before your vehicle will be sent to our workshop for work to begin. The remaining 25% of the value of the modification services less the £1,000 non-returnable deposit will be invoiced upon completion of the work on your vehicle and will be required to be paid in full in cleared funds before we can release the vehicle back to you. All contracts for work to your own vehicle are subject to the caveat that the vehicle will be inspected when it arrives at our factory. If it is found to be unsuitable for the work requested to be carried out, we will either agree a fee for rectification work to bring it up to an acceptable standard or arrange for you to collect the vehicle, in which case the non-refundable deposit will cover our inspection costs.

(e) Servicing/warranty work; you will be invoiced on completion of the work and we require the invoice to be settled in full in cleared funds prior to release of the vehicle back to you.

12.5 Customers using third party finance.

We are happy to accept payment for vehicles and any associated modification services from third party finance providers which customers have chosen to use. Please note that the terms of payment for Goods and Services (condition 12.4) still apply even if a third party finance provider is being used. You will at all times be liable to make any payments due. It is your sole responsibility to ensure that your chosen finance provider will settle invoices in accordance with the Contract. You should note that some finance providers do not pay out funds until the vehicle is completed and available for you to take delivery and that they do not fund deposit payments or interim payments which we require under the Contract. You must therefore ensure that if using third party finance, the necessary funds are in place at the appropriate time to settle in full non-returnable deposit invoices and interim payment invoices. We reserve the right to recover any costs or expenses incurred by us in connection with either late and/or underpayment of monies owed to us by you relying on third party finance.

12.6 We can charge interest if you pay late.

If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of the Natwest from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

12.7 What to do if you think an invoice is wrong.

If you think an invoice is wrong please contact us promptly to let us know and we will not charge you interest until we have resolved the issue.

13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

13.1 We are responsible to you for foreseeable loss and damage caused by us.

If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking the Contract or our failing to use reasonable care and skill.

13.2 When we are liable for damage to your property.

If we are providing a Service we will make good any damage to your vehicle caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your vehicle that we discover while providing the Services.

13.3 We are not liable for business losses.

We only supply the Goods and Services to you for domestic and private use. If you use the Goods and/or Services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Conditions 14 to 26 only apply if you are a business customer

14. BASIS OF CONTRACT

14.1 Your order constitutes an offer by you to purchase Goods and/or Services in accordance with these Conditions.

14.2 Your order shall only be deemed to be accepted when we confirm your order and any deposit required on acceptance of the order, in accordance with condition 21.4, is received by us in cleared funds. At this point and on this date the Contract shall come into existence.

14.3 The Contract constitutes the entire agreement between the parties. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in the Contract.

14.4 Any samples, drawings, descriptive matter or advertising issued by us and any illustrations or descriptions of the Goods and/or Services contained in our social media, catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods and/or Services described in them. They shall not form part of the Contract or have any contractual force.

14.5 These Conditions apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

14.6 Any quotation given by us shall not constitute an offer, and is only valid for a period of 21 Business Days from its date of issue.

14.7 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

15. GOODS

15.1 The Goods are described in the Goods Specification.

15.2 New Vehicles.

Where an order is agreed which includes us supplying a new vehicle to you, this is done under the express condition that vehicle modification work must also be done to that vehicle before it can be released to you. We do not supply unmodified new vehicles to customers under any circumstances. If your order is for a new vehicle, it must also include modification work and you cannot cancel that modification work once you have paid for the vehicle and it arrives in our workshop. If, on arrival of the vehicle in our workshop, you wish to delay the modification work to your vehicle then we shall store the vehicle until the vehicle modification services are paid for by you and undertaken by us; you will be charged for all related costs and expenses associated with this storage (including insurance and the costs of moving and maintaining your vehicle whilst it is in storage).

15.3 You shall indemnify us against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by us in

connection with any claim made against us for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with our use of any Goods Specification provided by you. This condition 15.3 shall survive termination of the Contract.

15.4 We reserve the right to amend the Goods Specification if required by any applicable statutory or regulatory requirements.

16. DELIVERY OF GOODS

16.1 Where we have provided Goods or Services to your vehicle you shall collect the vehicle from our premises at 4x4 Fabrication, Unit A3 Sandford Industrial Estate, Whitchurch, Shropshire, SY132AN or such other location as may be agreed between us before delivery ("Delivery Location") within three Business Days of us notifying you that the Goods are ready. Where it is agreed that you will not collect your vehicle from our premises and we agree to deliver to another location, we will agree a charge with you for this service. Where you have ordered parts from us then you can either collect them from our premises or they can be delivered to a preferred address for which a postage/courier charge will be payable by you.

16.2 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.

16.3 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. We shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or your failure to provide us with adequate delivery instructions or any other instructions/information that are/is relevant to the supply of the Goods.

16.4 If we fail to deliver the Goods, our liability shall be limited to the costs and expenses incurred by you in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. We shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or your failure to provide us with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.

16.5 If you fail to accept or take delivery of the Goods within 10 Business Days of us notifying you that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by our failure to comply with our obligations under the Contract in respect of the Goods: (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the 11th Business Day following the day on which we notified you that the Goods were ready; and (b) we shall store the Goods until delivery takes place, and charge you for all related costs and expenses (including insurance).

16.6 If, 25 Business Days after we notified you that the Goods were ready for delivery you have not taken delivery of them, we may resell or otherwise dispose of part or all of the Goods.

16.7 We may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle you to cancel any other instalment.

17. QUALITY OF GOODS

17.1 We warrant that on delivery, and for a period of 12 months from the date of delivery ("Warranty Period"), the Goods shall:

- (a) conform in all material respects with their description and any applicable Goods Specification; and
- (b) be free from material defects in design, material and workmanship.

17.2 Subject to condition 17.3, if:

- (a) you give us notice in writing during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in condition 17.1;
- (b) we are given a reasonable opportunity of examining such Goods; and

(c) you (if asked to do so by us) return such Goods to our place of business at your cost, we shall, at our option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

17.3 We shall not be liable for the Goods' failure to comply with the warranty in condition 17.1 if:

(a) you make any further use of such Goods after giving a notice in accordance with condition 17.2;

(b) the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;

(c) the defect arises as a result of our following any drawing, design or Goods Specification supplied by you;

(d) you alter or repair such Goods without our written consent;

(e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or

(f) the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

17.4 Except as provided in this condition 17, we shall have no liability to you in respect of the Goods' failure to comply with the warranty set out in condition 17.1.

17.5 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by us under condition 17.2.

18. TITLE AND RISK

18.1 The risk in the Goods shall pass to you on completion of delivery.

18.2 Title to the Goods shall not pass to you until we receive payment in full (in cash or cleared funds) for the Goods and any other goods that we have supplied to you in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.

18.3 Until title to the Goods has passed to you, you shall:

(a) store the Goods separately from all other goods held by you so that they remain readily identifiable as our property;

(b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

(c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on our behalf from the date of delivery;

(d) notify us immediately if you become subject to any of the events listed in condition 24.1(c) to condition 24.1(e); and

(e) give us such information relating to the Goods as we may require from time to time.

18.4 If before title to the Goods passes to you, you become subject to any of the events listed in condition 24.1(c) to condition 24.1(e), then, without limiting any other right or remedy we may have:

(a) your right to resell Goods or use them in the ordinary course of your business ceases immediately; and

(b) we may at any time:

(i) require you to deliver up all Goods in your possession which have not been resold, or irrevocably incorporated into another product; and

(ii) if you fail to do so promptly, enter any premises of yours or of any third party where the Goods are stored in order to recover them and you hereby grant us a licence to enter such premises for such purpose.

19. SUPPLY OF SERVICES

19.1 We shall provide the Services to you in accordance with the Service Specification in all material respects.

19.2 We shall use all reasonable endeavours to meet any performance dates for the Services but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services. Should you make any amendments after the initial agreement has been made, your understanding is required that this will impact the estimated timescale for completion of services.

19.3 We shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and we shall notify you in any such event.

19.4 We warrant to you that the Services will be provided using reasonable care and skill.

20. YOUR OBLIGATIONS

20.1 You shall:

- (a) ensure that the terms of your Order and (if submitted by you) the Goods Specification are complete and accurate;
- (b) co-operate with us in all matters relating to the Services;
- (c) provide us, our employees, agents, consultants and subcontractors, with access to your vehicle, premises and other facilities as reasonably required by us to provide the Services;
- (d) provide us with such information and materials as we may reasonably require to supply the Services, and ensure that such information is accurate in all material respects; and
- (e) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start.

20.2 If our performance of any of our obligations in respect of the Services is prevented or delayed by any act or omission by you or failure by you to perform any relevant obligation ("Your Default"):

- (a) we shall without limiting our other rights or remedies have the right to suspend performance of the Services until you remedy Your Default, and to rely on Your Default to relieve us from the performance of any of our obligations to the extent Your Default prevents or delays our performance of any of our obligations;
- (b) we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of our obligations as set out in this condition 20.2; and
- (c) you shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from Your Default.

21. CHARGES AND PAYMENT

21.1 The price for Goods shall be the price set out in our quotation/order or, if no price is quoted, the price set out in our published price list as at the date of delivery. The price of the Goods is exclusive of all costs and charges of packaging, insurance and transport of the Goods, which shall be paid by you when you pay for the Goods.

21.2 The charges for Services will be calculated on an estimated time and materials basis and confirmed in an order before the service takes place. The charges shall be calculated in accordance with our standard hourly fee rates.

21.3 We reserve the right to:

- (a) increase the price of the Goods, by giving notice to you at any time before delivery, to reflect any increase in the cost of the Goods to us that is due to:
 - (i) any factor beyond the control of us (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - (ii) any request by you to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
 - (iii) any delay caused by any instructions from you in respect of the Goods or your failure to give us adequate or accurate information or instructions in respect of the Goods.

21.4 Charges and payments in respect of Goods and Services shall be as follows:

- (a) Goods other than vehicles; we shall invoice you at the point we have agreed an order with you and payment of that invoice in cleared funds is required before delivery of the Goods to you.
- (b) New vehicles and commercial builds; where you are buying a new vehicle from us then: (i) you will be invoiced for a £5,000 non-refundable deposit which, on payment in full will complete acceptance of our order with you; (ii) immediately prior to the point where we are required to pay our supplier and take delivery of that vehicle we will invoice you for the full base specification of the vehicle less the £5,000 non-refundable deposit. We cannot take delivery of the vehicle from our supplier until you have paid us in full in cleared funds for that vehicle.
- (c) Used vehicles; we will invoice you in full for the agreed value of the vehicle and payment of the full invoice in cleared funds is required before we can release the vehicle to you.
- (d) Vehicle Modification and Restoration Services; where the value of work is less than £20,000 (including VAT) then: (i) you will be invoiced a £1,000 non-refundable deposit which, on payment in full will complete acceptance of our order with you; (ii) we will invoice the full value of the modification services less the £1,000 non-returnable deposit upon completion of the work on your vehicle and this will be required to be paid in full in cleared funds before we can release the vehicle back to you. In respect of Vehicle Modification and Restoration Services where the value of work is greater than £20,000 (including VAT) then: (i) you will be invoiced a £1,000 non-refundable deposit which, on payment in full will complete acceptance of our order with you; (ii) we will invoice you for 75% of the value of the modification service being provided immediately prior to the work on your vehicle commencing, payment of the full invoice in cleared funds is required before your vehicle will be sent to our workshop for work to begin. The remaining 25% of the value of the modification services less the £1,000 non-returnable deposit will be invoiced upon completion of the work on your vehicle and will be required to be paid in full in cleared funds before we can release the vehicle back to you.
- (e) Servicing/warranty work; you will be invoiced on completion of the work and we require the invoice to be settled in full in cleared funds prior to release of the vehicle back to you.

21.5 You shall pay each invoice submitted by us:

- (a) within 7 days of the date of the invoice or prior to collection of your Goods/Services, whichever is earlier; and
- (b) in full and in cleared funds to a bank account nominated in writing by us, and time for payment shall be of the essence of the Contract.

21.6 Businesses using third party finance. We are happy to accept payment for vehicles and any associated modification services from third party finance providers which you have chosen to use. Please note that the terms of payment for Goods and Services (condition 21.4) still apply even if a third party finance provider is being used. You shall at all times be liable for any payments due under the Contract. It is your sole responsibility to ensure that your chosen finance provider will settle invoices in accordance with the Contract. You should note that some finance providers do not pay out funds until the vehicle is completed and available for delivery and that they do not fund deposit payments or interim payments which we require under the Contract. You must therefore ensure that if using third party finance, the necessary funds are in place at the appropriate time to settle in full non-returnable deposit invoices and interim payment invoices. We reserve the right to recover any costs or expenses incurred by us in connection with either late and/or underpayment of monies owed to us by you relying on third party finance.

21.7 All amounts payable by you under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by us to you, you shall, on receipt of a valid VAT invoice from us, pay to us such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.

21.8 If you fail to make any payment due to us under the Contract by the due date for payment, then you shall pay interest on the overdue amount at the rate of 4% per annum above the Natwest plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue amount.

21.9 You shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. We may, without limiting our other rights or remedies, set off any amount owing to us by you against any amount payable by us to you.

22. CONFIDENTIALITY

22.1 You shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to you by us or our employees, agents or subcontractors, and any other confidential information concerning our business, products and services which you may obtain. You shall only disclose such confidential information to those of your employees, agents and subcontractors who need to know it for the purpose of discharging your obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this condition as though they were you. This condition 22 shall survive termination of the Contract.

22.2 GDPR:

Our core beliefs:

- User privacy and data protection are human rights
- We have a duty of care to the people within our data
- Data is a liability, it should only be collected and processed when absolutely necessary
- We will never sell, rent or otherwise distribute or make public your personal information

How we store your personal information:

If you choose to join our email newsletter, the email address that you submit to us will be forwarded to MailChimp who provide us with email marketing services. We consider MailChimp to be a third party data processor.

Your email address will remain within MailChimp's database for as long as we continue to use MailChimp's services for email marketing or until you specifically request removal from the list. You can do this by unsubscribing using the unsubscribe links contained in any email newsletters that we send you or by requesting removal via email. When requesting removal via email, please send your email to us using the email account that is subscribed to the mailing list.

If you are under 16 years of age you MUST obtain parental consent before joining our email newsletter.

While your email address remains within the MailChimp database, you will receive periodic (approximately fortnightly) newsletter-style emails from us.

23. LIMITATION OF LIABILITY.

23.1 Nothing in these Conditions shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) for any liability that, by law, cannot be limited or excluded.

23.2 Subject to condition 23.1:

- (a) we shall under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- (b) our total liability to you 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:
 - (i) in relation to the Goods, to the price of the Goods in the order to which the breach relates; and
 - (ii) in relation to the Services, to the price of the Services in the order to which the breach relates.

23.3 Except as expressly and specifically provided in the Contract, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

23.4 This condition 23 shall survive termination of the Contract.

24. TERMINATION

24.1 Without affecting any other right or remedy available to us, we may terminate the Contract with immediate effect by giving written notice to you if:

- (a) you fail to pay any amount due under the Contract on the due date for payment and remain in default not less than 7 days after being notified in writing to make such payment;
- (b) you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 14 days of being notified in writing to do so;
- (c) you take any step or action in connection with entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (d) you suspend, or threaten to suspend, or cease or threaten to cease to carry on all or a substantial part of your business; or
- (e) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.

24.2 Without limiting our other rights or remedies, we may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between you and us if you fail to pay any amount due under this Contract on the due date for payment, you become subject to any of the events listed in condition 24.1(c) to condition 24.1(e), or we reasonably believe that you are about to become subject to any of them.

24.3 On termination of the Contract for any reason:

- (a) you shall immediately pay to us all of our outstanding unpaid invoices and interest and, in respect of Goods and/or Services supplied but for which no invoice has yet been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt. If you fail to pay an invoice pursuant to this condition 24.3(a) upon receipt and you have ordered a vehicle from us and it has not been released to you by us, we may sell the vehicle on your behalf at a reasonable market rate and deduct any sums due to us;
- (b) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- (c) conditions which expressly or by implication have effect after termination shall continue in full force and effect.

25. FORCE MAJEURE

25.1 We shall not be liable to you as a result of any delay or failure to perform its obligations under this Contract as a result of an event beyond our control (a "Force Majeure Event"). This includes natural phenomena and pandemics such as Covid 19.

25.2 If an event beyond our control prevents us from providing any of the Services and/or Goods for more than 12 weeks, we shall, without limiting our other rights or remedies, have the right to terminate this Contract immediately by giving written notice to you.

26. NOTICES

26.1 Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this condition, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier, or e-mail.

26.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in condition 26.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by e-mail, one Business Day after transmission.

26.3 The provisions of this condition shall not apply to the service of any proceedings or other documents in any legal action

27. VARIATION

27.1 Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by us.

28. OTHER IMPORTANT TERMS

28.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under the Contract.

28.2 You may only transfer your rights or your obligations under these Conditions to another person if we agree in writing.

28.3 This Contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

28.4 Each of the paragraphs of these Conditions operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

28.5 If we fail to insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

28.6 If you are a consumer, please note that these Conditions are governed by English law. This means a Contract for the supply of the Goods and/or Services and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

28.7 If you are a business, a 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 the law of England and Wales. We both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims).