



AVO UK LTD – CONDITIONS OF SALE

Performance Suspension

1. INTERPRETATION

IN these Conditions of Sale:

- 1.1) "the Company" means Avo Uk / Chassis Dynamics.
- 1.2) "the Buyer" means the person firm or company ordering or buying goods from the Company.
- 1.3) "the Goods" means the goods the subject matter of the relevant order or contract for sale.
- 1.4) "Working Days" means Monday to Friday excluding Bank and other public holidays in England.

2. GENERAL

- 2.1) NO contract in respect of the goods between the Company and the Buyer shall exist until the Buyer's order has been accepted by the Company.
In the event that the Buyer's order seeks to make sure the sale subject to terms different from these Conditions acceptance of the Buyer's order by the Company (whether or not such acceptance is effected by formal order acknowledgement) shall be deemed to be a fresh offer by the Company on the basis of these conditions, in which event (unless these conditions are accepted by the Buyer prior to delivery) acceptance of the delivery of the Company's offer, and the contract of sale shall be formed at that moment. No conditions or terms stipulated in any other communication or document shall vary or annul any of these Conditions except insofar as the same are expressly consented to in writing by the Company.

3. PRICE

- 3.1) QUOTED prices include the cost of normal packaging but exclude delivery transit insurance, VAT or installation charges (where applicable).
- 3.2) The prices for the Goods shall be those ruling at the date of despatch and the Company reserves the right to amend its quoted prices at any time prior the date of despatch to take account of variations in wages, materials or other costs.

4. DELIVERY AND PAYMENT

- 4.1) UNLESS otherwise specified the prices quoted are the Company's ex warehouse prices. An extra charge will be payable by the Buyer to cover delivery costs where the "nett invoice value" is less than an agreed minimum
- 4.2) All times or dates given for delivery of the Goods are given in good faith but without any responsibility on the part of the Company. Time of delivery shall not be of the essence of any contract nor shall the Company be under liability for any delay its reasonable control.
- 4.3) Prices of imported goods are subject to variances in exchange rates and in consequence prices will be those holding at the time of delivery. Please telephone us should you wish to confirm current prices
- 4.4) Without prejudice to any other rights it may have the Company entitled to charge interest at 5% above the then Current Base Rate of the Barclays Bank plc on overdue payments of the price of the goods such interest to run from the due date for payment until payment in full is received before or after judgement.

5. CREDIT

- 5.1) Credit facilities are available to qualified persons upon prior arrangement with the Company, if the Company agrees to grant credit facilities to the Buyer, the Buyer undertakes to comply strictly with the terms thereof.

6. TITLE AND RISK

- 6.1) FROM the time of delivery the Goods shall be at the risk of the Buyer who shall be solely responsible for their custody and maintenance but unless otherwise expressly agreed in writing the Goods shall remain the property of the Company until the Buyer has paid all Moines owed by it to the Company under this contract and any other contract in full and unconditionally.
- 6.2) Before title of the Goods has passed pursuant to Condition 7, the following shall apply:
 - a) the Buyer shall keep the Goods separate and identifiable from all the other goods in its possession as bailee for the Company:



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- b) in the event of any resale by the Buyer of the Goods the Company shall (without prejudice to the rules of equity relating to tracing) beneficially entitled to the proceeds of sale or other disposition thereof so that such proceeds or any claim therefore shall be assigned to the Company and until such assignment shall be held on trust in a separate identified account for the company by the Buyer and such proceeds shall not be mingled with other moneys or paid into any overdrawn bank account and shall at all times be identifiable as the Company moneys.
- c) The Company shall have power to re-sell the Goods, such power being additional to (and not in submission for) any other power of sale arising by operation of laws or implication or otherwise and for such purpose the Company is hereby licensed to enter upon any premises or land in the ownership or possession or control of the Buyer to recover the Goods.

7. LIABILITIES

- 7.1) NOTWITHSTANDING any of the provisions of these Conditions, where the Goods are sold under a consumer transaction, as defined by the Consumer Transactions (Restrictions on statements) Order 1976, the statutory rights of the Buyer shall not and will not be affected.
- 7.2) The Buyer shall examine the Goods immediately they are delivered to him. The company reserves the right to reject claims in respect of non-delivery, loss of or damage to the Goods in transit or claims in respect of Goods which are not in accordance with the contract of sale unless the same are submitted in writing to the Company within 7 days after delivery of the Goods in the case of loss, damage or non-compliance with the contract, or in the case of non-delivery 7 days after the due date for delivery.
- 7.3) The Company will pass on to the Buyer (in the case of Goods not manufactured by the Company) to the extent that it is able any benefits obtainable under any warranty given by the Company's supplier provided that the Goods have been accepted and paid for.
- 7.4) The Company's liability (both in contract and in tort) in respect of defects in the Goods shall be limited, at the Company's discretion, to the replacement of faulty items of material, or the issue of credit notes in respect thereof, or the granting of a refund or such other compensatory measures as the Company considers appropriate in the circumstances. Such measures shall relate only to the actual faulty items or their value, and the Company shall not in any circumstances be under any liability to the Buyer in respect of indirect or consequential loss or damage, or loss of profits sustained by the Buyer PROVIDED ALWAYS that these conditions do not exclude or restrict the Company's liability for death or personal injury arising from its negligence
- 7.5) In order to exercise its rights under this Condition above the Buyer shall obtain from the Company a returns authorisation number within 5 working days of the date when such defect appeared or ought reasonably to have been discoverable and shall at the Company's request return the defective Goods at its own risk together with a copy of the original invoice carriage paid to the Company's premises
- 7.6) Goods returned must be in the original packaging and in a clean condition capable of resale. Goods returned will otherwise be, at the Company's sole discretion, refused or a further re-stocking fee will be charged to cover the additional costs involved.
- 7.7) The Buyer shall be responsible for providing the necessary insurance cover for loss of or damage to returned Goods in transit
- 7.8) Nothing herein shall impose any liability upon the Company in respect of any defect in the Goods arising out of the acts, omissions, negligence or default of the Buyer it's servants or agents including in particular but without prejudice to the generality of the foregoing any failure by the Buyer to comply with any recommendations of the Company as to storage and handling of the Goods
- 7.9) Nothing herein shall have the effect of excluding or restricting the liability of the Company for breach of the obligations arising from the Company's implied undertaking as to title or as to the conformity of the Goods with description or sample, or as to their quality or fitness for a particular purpose where the Buyer is a person dealing as a consumer within the meaning of the Unfair Contract Terms Act 1977.

8. FORCE MAJEURE

8.1) The Company reserves the right to cancel vary or suspend the operation of contract of sale if events occur which are beyond the reasonable control of the Company including (without prejudice to the generality of the foregoing) fire, floods storm, plant breakdown, strikes, lock-outs, riot, hostilities, non availability of materials or supplies; and the Company shall not be held liable for any breach of contract resulting from such event.

9. CANCELLATION

9.1) The Company may in its discretion (without prejudice to any other rights or claim) withhold or cancel further or any deliveries under the contract of sale and may recover all losses resulting therefrom if;

- (a) the Buyer fails to make payment on the due date under any contract with the Company;
- or
- (b) if any distress or execution shall be levied on the Buyer's property or assets or if the Buyer shall make or offer any arrangement or composition with his creditors or commit any act of bankruptcy or if any bankruptcy petition be presented against him or (if the Buyer is a company) if any Resolution or Petition to wind up such a company shall be passed or presented or if a receiver, administrative receiver of the whole or any part of such company's undertaking property or assets shall be appointed.
- (c) the Buyer is in breach of any of the Conditions contained herein.

10. CONSTRUCTION

10.1) The headings are intended for reference only, and shall not affect the construction of these Conditions of Sale.

10.2) All terms contained in construction of these Condition of Sale are severable and in the event of them being held to be invalid by any competent court these Conditions of Sale shall be interpreted as if such invalid terms were not contained herein.

11. PREVIOUS CONDITIONS

11.1) These Conditions of Sale shall supersede all previous Conditions of Sale of the Company.

11.2) THESE Conditions of Sale shall in all respect be governed by English law and the Company and the Buyer agree to submit to the non-exclusive jurisdiction of the English Courts.