

TERMS AND CONDITIONS OF SALE

1. GENERAL

(a) All our quotations, sales and deliveries are subject to the following terms and conditions and which shall form part of every contract for the sale or supply of goods by us to the purchaser. Any alternative or additional items shall not form part of the contract unless agreed by us in writing before delivery. Writing includes facsimile. E-mail and comparable means of communication. All other terms proffered by the purchaser are excluded and the acceptance by the purchaser of goods supplied by us shall be an acceptance of these Terms and Conditions of Sale to the exclusion of all others.

(b) Unless confirmed by the seller in writing, the seller's employees or agents are not authorized to make any representations concerning the goods. In entering into the contract, the buyer acknowledges that he does not rely on and waives any claim for breach of any such representations which are not so confirmed. **(b)** No dealer or agent appointed to sell our goods on our behalf is authorized to transact any business which gives any warranty, makes any representation or incurs any liability on our behalf.

(c) All goods are offered and sold as replacement parts only. Manufacturers name and part numbers are for identification purposes only. Any advice or recommendation given by the seller or its employees or agents to the buyer or its employees or agents as to the application, storage or use of the goods which is not confirmed by the seller in writing is followed or acted upon entirely at the buyer's own risk and accordingly the seller shall not be liable for any such advice or recommendations which is not confirmed.

(d) All descriptive specifications, drawings and dimensions are approximate only and the descriptions and illustrations contained in our catalogues, price lists and other advertising matter are intended merely to present a general idea of the goods described therein and none of these shall form part of the contract.

(e) Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the seller shall be subject to correction without any liability on the part of the seller.

2. ACCOUNTS

(a) All payments are to be made by the end of the month next following the month in which goods are delivered to the purchaser or in accordance with the terms agreed in writing, unless cash with the order terms are specifically quoted. Goods will not be dispatched while overdue accounts remain unpaid.

(b) Unless otherwise specified and agreed in writing, payments in respect of export orders shall be made against documents by cash.

(c) Purchasers are not entitled to suspend or defer payments even in case of complaints on the goods. Goods remain our property until their full value has been paid.

(d) If the Purchaser fails to make any payment when due in accordance with these General Conditions of Sale, we reserve the right in its absolute discretion and without prejudice to any of our other rights or remedies to suspend all further deliveries until such payment has been made in full together with any other amounts owing to us whether the due date for payment has been reached or not, if so requested by us or, at the our option, to cancel the balance of the order. In either case we shall hold the Purchaser liable for costs incurred in respect of goods ordered to purchaser specification and/or ready for dispatch. (e) We shall be entitled to bring an action for the price or part thereof whether or not the property in the goods has passed

(f) Without prejudice to any other rights we are entitled to charge interest at 8% above the current Bank of England base rate or such other rate of interest as shall be determined under the Late Payment of Commercial Debts (Interest) Act 1998 on any overdue payments.

3. PRICES

(a) Prices are strictly nett and subject to fluctuation without notice. All orders and all quotations are made on the understanding that we reserve the right to invoice at the price ruling at the date of dispatch.

(b) All export orders unless otherwise stated are ex-works.

(c) All prices are exclusive of Value Added Tax and this will be charged at the applicable rate and recoverable by the Company in addition to the price. (d) All invoiced price discrepancies must be notified by the Purchaser to the Company within 14 working days of the date of invoice.

4. CARRIAGE

(a) All inland orders of nett invoice value £170.00 or over will be dispatched carriage paid by our own transport or by carrier, rail or post provided, however, the order for dispatch is in one consignment, any excess charges for special or express delivery if, requested by the purchaser, shall be borne by the purchaser.

(b) Carriage will be charged at cost on any goods sold at special or reduced price irrespective of the total invoice value

5. WARRANTY

(a) We warranty goods sold by us to be free from defect caused by faulty materials or poor workmanship for 12 months from the date of purchase. This excludes goods of commercial use such as Taxis and haulage for which separate warranties will be provided for each customer. This warranty applies only to new products supplied and is limited exclusively to replacement of the product. This does not extend to defects caused by wear and tear, neglect, accident or misuse.

(b) Should any defect be alleged in the goods supplied by us within the warranty period the defective goods should be returned to us free to our warehouse after our written consent and will be substituted free of charge if, after inspection the defect is solely due to faulty material or poor workmanship.

(b)

(a) Any goods that are returned for credit under warranty cannot be adapted, altered or tempered in any way. This also includes making modifications such as spraying parts and altering the colour of the unit itself. If they are returned to us as an altered unit, your claim for credit will be rejected. You will be sent a rejection report & we give 28 days' time for you to collect the units before we scrap it.

Note: Rolling components reserves full right to scrap the rejected returns if failed to be collected by customer within 28 days of intimation.

(b) Rolling Components will not accept a claim or replace a faulty unit to a third party or end user sale, on behalf of our customer. This has to be taken care by customers themselves.

(c) (Any Stock cleanse for more than 1 pallet must be checked & signed off by one of our sales rep before they are returned us)

(d) All the goods returned under warranty must conform with these criteria's:

- (i) Within 24 months warranty (re-sale date)
- (ii) Within maximum of 36 months from the date of dispatch by us or (if earlier)

(e) Within 25000 miles from the installation date.

(f) Our liability to you is limited to the replacement of faulty parts/goods and does not cover defects caused by misuse.

(g) For LCV/HGV & taxis, warranty is limited to 1 year.

(h) Over-run units won't be covered under warranties.

(i) We will not accept any warranty claim for water & Oil ingress units (Petrol, Diesel, Engine oil and any other Oil)

6. LIMITATION OF LIABILITY

(a) We accept no liability for consequential damage, loss or personal injury of whatsoever kind as a result of the use of any goods sold by us nor can we undertake to bear the cost of any work involved in refitting a new or repaired part.

7. CLAIMS

(a) No claims for damages or shortages will be considered unless we and the carrier are advised in writing within 7 days of dispatch in the case of inland orders and 10 days of delivery in the case of export orders.

(b) Claims for non-delivery of goods should be made in writing to us within 10 days from date of dispatch in case of inland orders and 20 days from date of dispatch in case of export orders.

(c) Rolling Components Ltd restricts the warranty claim value to the cost of the unit sold.

8. RETURNS

(I) Any goods, supplied in accordance with the purchaser's order and subsequently returned for credit, will only be accepted if our written permission has been obtained

(through Return Material Advice – RMA) and we reserve the right to deduct 10% for handling charges and cost of boxes used in packing

(II) Any goods that are returned for credit under warranty cannot be adapted or altered in anyway. Goods will need to be returned in the same way as they were sold. This also includes making modifications such as spraying parts and altering the colour of the unit itself. If they are returned to us in this way your claim for credit will be rejected and units will be sent back.

(III) Rolling Components will not accept any faulty unit or dispatch any replacement against the faulty to third party or end user, on behalf of our customer.

(b) Normal returns (other than warranty)

(a) Any goods, supplied in accordance with the purchaser's order and subsequently returned for credit, will only be accepted if our written permission has been obtained (through Return Material Advice – RMA) and we reserve the right to deduct 10% for handling charges and cost of boxes used in packing.

(b) All new units returned either "NOT REQUIRED or ORDERED WRONG" for a credit must be done within 28 days from the date of invoice otherwise a 10% handling charge will be applied.

(c) Carriage must be paid by customer returning the goods.

(d) Our stock cleanse procedure will still be a 1 for 1, but any unit over 2 years old will be subject to a 15% handling charge. Anything over 2 years won't qualify for a Stock Cleanse.

(This is only applicable on NEW UNITS SENT BACK UNDER STOCK CLEANSE & not on warranties)

(Any stock cleanse over 1 pallet must be checked & signed off by one of our sales Rep before they are returned to us)

9. DELIVERY

(a) Delivery shall be made to a place agreed with the purchaser

(b) All delivery times are quoted in good faith, but we accept no contractual liability for failure to meet any such quotation. Time of delivery shall not be the essence of the contract unless previously agreed by the seller in writing.

(c) The Purchaser shall take delivery of orders, or part orders when advised of their being available by us.

10. PASSING OF PROPERTY AND RISK

(a) Risk of damage to or loss of the goods shall pass to the Purchaser in the case of goods to be delivered otherwise than at the Company's premises, at the time of delivery, or, if the Purchaser wrongfully fails to take delivery of the goods, the time when the Company has tendered delivery of the goods.

(b) Notwithstanding delivery and the passing of risk in the goods, or any other provision of these Conditions the property in the goods shall not pass to the Purchaser until the Company has received in cash or cleared funds payment in full of the price of the goods

and all other goods agreed to be sold by the Company to the Purchaser for which payment is then due.

(c) Until such time as the property in the goods passes to the Purchaser, the Purchaser shall hold the goods as the Company's fiduciary agent and bailee, and shall keep the goods separate from those of the Purchaser and third parties and properly stored, protected and insured and identified as the Company's property, but shall be entitled to resell or use the goods in the ordinary course of its business.

(d) Until such time as the property in the goods passes to the Purchaser (and provided the goods are still in existence and have not been resold), the Company shall be entitled at any time to require the Purchaser to deliver up the goods to the Company and, if the Purchaser fails to do so forthwith, to enter upon any premises of the Purchaser or any third party where the goods are stored and repossess the goods.

(e) The Purchaser shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain the property of the Company, but if the Purchaser does so all moneys owing by the Purchaser to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.

11. INSOLVENCY OF PURCHASER

If the purchaser makes any voluntary arrangement with its creditors or becomes bankrupt or becomes subject to an administration order or goes into liquidation or we reasonably apprehend that any of the above mentioned events is about to occur then we shall be entitled to cancel the contract or suspend further deliveries under the contract without any liability to the buyer and if the goods have been delivered but not paid for the sales price shall become immediately due notwithstanding any previous agreement or arrangement to the contrary

12. FORCE MAJEURE AND OTHER CIRCUMSTANCES

We shall be entitled without liability on our part and without prejudice to our other rights, to terminate the contract or any unfulfilled part thereof, or at our option to suspend or make partial deliveries or extend the time or times for delivery, if the manufacture of the goods by our suppliers, or the delivery of the goods or the performance by the Company of any of its obligations under the contract is hindered or delayed whether directly or indirectly by reason of the Purchaser failing to furnish necessary instructions or information, or by war or other hostilities, civil commotion, act of God, government action or legislation, interruption of transport, strike, lock-out or other form of industrial action (including, without limitation, labour disputes with the Company's or any sub-contractor's employees), accidents or stoppages to works, shortage of labour materials equipment fuel or power, breakdown of machinery or any other cause whatsoever beyond the reasonable control of the Company or its sub-contractors, whether or not such cause exists at the date of the order.

We shall not be liable to the purchaser or deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform any of our obligations in relation to the Goods, if the delay or failure was due to any cause beyond our reasonable control

No waiver by us of any breach of the contract by us shall be considered as a waiver for subsequent breach of the same or any other provision

If any provision of these conditions is rendered unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected thereby

13. LAW

(a) These conditions and all other express terms of the contract shall be governed and construed in accordance with the Laws of England.