

## CONDITIONS OF BUSINESS

1. These Conditions apply to all contracts for the sales or for the doing of work by McMillans Engineering Ltd (hereinafter called "the Company") and prevail over any conditions which the Customer's order may purport to impose and which are at variance with the same. No modification of these Conditions shall be binding upon the Company unless such modification shall first have been specifically authorised in writing by a director of the Company.
2. The only conditions and warranties acknowledged by the Company are those made expressly in writing by director of the Company and where applicable contained in Sales literature specifically referred to in writing by the company and prepared by the manufacturer or producers of the product the subject of this contract save as aforesaid any other express completed or statutory condition or warranty either oral or in writing is expressly excluded from this contract and forms no part of the terms upon which this contract is entered into.
3. A quotation is not an offer and may be withdrawn without notice. Any order given in respect of a quotation is not binding on the Company until accepted by it in writing. All offers of goods from stock are subject to the goods remaining unsold at the time of the receipt of an order.
4. No accepted orders or other contracts can be cancelled by the customer without the prior written consent of the Company, provided always that the Company's consent to such cancellation shall be without prejudice to any rights which the Company may have at law.
5. Where the Company requires a deposit to be paid by the Customer and in the event of cancellation of the Order of failure to complete by the Customer then this deposit will be retained by the Company and is non-returnable.
6. The Company reserves the right to increase contract prices in the event of increases occurring after the date of the quotation in the cost of vehicles, labour, materials or transport and all goods, whether the subject of a specific quotation or not, will be charged for at the Company's prices in force at the date of delivery.
7. If any delay or expense is caused to the Company through the lack of, changes in or faults in instructions or otherwise the Company reserves the right to increase prices to cover the cost or loss occasioned to the Company thereby.
8. All delivery dates specified in the contract or in any letter or other document or verbally are approximate only and no responsibility is accepted for any delay howsoever incurred or arising or for any direct or consequential loss or damage arising therefrom.
9. Quotations, acceptances of orders and contracts are subject to cancellation or modification by the Company (without any liability on the Company for any direct or consequential loss or damage arising therefrom) if the Company is unable to comply with or fulfil the same by reason of strike, lock-outs, shortage of labour or materials, default of sub-contractors, war, fire, flood, Act of God, restrictions imposed or non-issue of licences by any government, or any cause beyond its reasonable control.
10. Drawings, weights, dimensions and descriptive matter published or referred to by the Company are intended to present only a general description. Their subject matter may be altered, corrected or cancelled at any time without notice to the Customers, and they shall in no circumstances be deemed to be incorporated in or form part of the contract.
11. The Company its servants and agents shall not be liable for direct or consequential loss, damage or injury howsoever caused by work carried out or goods supplied.
12. The Customer shall indemnify the Company against all claims made against the Company as a

result of work done in accordance with the Customer's specifications or design which involves the infringement of any patents, registered designs, trademark or copyright.

13. The Company shall not be liable for any failure or loss occasioned by the fitment of specialist bodywork or ancillary equipment where the Company is not responsible for such specification and supply.

14. Unless specifically advised to the company will be entitled to presume that the Customer intends to use the vehicle for the ordinary type of use of which the particular type of vehicle is normally applied. No liability will be accepted by the Company for loss or damage suffered as a result of the vehicle being used for a purpose inconsistent with the above, nor for misuse in any other way.

15. Any complaints in respect of goods supplied or services performed by the Company must be made in writing to the Company no later than 14 days after date of invoice or receipt of goods.

16. Payment relating to new and used vehicles sales must be made by cash, banker's draft or cleared cheque prior to collection/delivery.

17. Payment relating to vehicle and trailer hire must be monthly in advance by cash, bankers draft or cleared cheque prior to collection/delivery.

18. The good title to or property in any vehicles, ancillaries, spare parts or other goods will remain with the Company until payment in cleared funds has been made in full to the Company and the Company shall have a lien on all property of the Customer in the possession of the Company.

19. If the Customer does not pay the Company for work or repairs completed within 30 days of the month end following the date of the invoice then the Company may at any time thereafter sell the goods and retain all unpaid and storage charges the balance being payable to the Customer.

20. All disputes arising out of the contract shall unless the parties agree forthwith upon a single arbitrator, be referred to the final arbitration of a person to be appointed on the request of either party by the Retail Motor Industry Federation whose decision shall be final and binding.

21. The contract shall in all respects be governed by English Law and the Customer hereby irrevocably submits to the jurisdiction of the English courts.

22. Any work done or goods supplied in relation to a vehicle, by the order of any driver in the Customer's employ, or by any person who is reasonably believed to be acting as the Customer's agent, or by the order of any person to whom the Company is entitled to make delivery of the vehicle, shall be paid for by the Customer.

23. Where in any case a driver who, so far as the Company is aware, has authority to collect the vehicle, collects the same, the Company shall not be responsible to the Customer for any loss or damage resulting, on the grounds that such driver had in fact no such authority, and this notwithstanding that delivery may have been made without payment of the Company's account. It shall not be obligatory upon the Company to seek confirmation of the authority of any person reasonably believed to be then, or to have been at some time connected with the Customer.

24. In connection with any inspection, repair or contemplated repair, or other purposes for which a vehicle is accepted by the Company, testing, taking the vehicle to the coachbuilders or other specialists, demonstrations, etc, the Customer is deemed, unless express notice in writing is given to the contrary, to have authorised the driving of the vehicle on the road or elsewhere.

25. Except in the case of consumer transactions the Company is not responsible for loss or damage to vehicles or other property whatsoever however occasioned, except when such loss or damage is caused by the negligence or deliberate act of the Company or its servants. Under no circumstances will the Company accept liability for loss or damage outside its control or for any indirect or consequential loss or damage, except direct physical damage to persons or property.

26. The Customer shall be entitled to the benefit of any warranty to which the Company is entitled as against the manufacturer of parts and materials supplied of any sub- contractor. All work carried out by the Company is warranted against failure due to defective workmanship for a period of one month/1000 miles, whichever occurs the first. This warranty extends only to repairs actually undertaken and does not cover progressive fault diagnosis. It does not affect any statutory rights.

27. All parts and materials removed by the Company in the course of Service or Repair shall be disposed of by the Company unless instructed, in writing, prior to the commencement of work. Parts or materials replaced on an exchange basis or as a warranty claim become the property of the Company upon removal.

28. Any notice to the Customer posted to his last known address shall be good notice.

29. Unless otherwise stated, all service work undertaken is carried out in accordance with the manufacturer's schedules.