

General Conditions of Sale



QUALITY FOR LIFE

1. Definitions

In these conditions the 'Company' means AL-KO Kober Ltd and the 'Customer' means the person or company to whom this document is addressed.

2. Conditions

These conditions shall form the basis of the contract between the Company and the Customer. Notwithstanding anything to the contrary in the Customers standard conditions of purchase, these conditions shall apply except so far as expressly agreed in writing by the Managing Director of the Company. No servant or agent of the Company has power to vary these conditions orally, or to make representations or promises about the condition of the goods, their fitness or any purpose or any other manner whatsoever.

3. Order Acceptance

Unless otherwise expressly stated in writing all quotations and estimates by the Company are invitations to treat the Customer's order as an offer and will become binding upon the Company posting its confirmation of the order. If a specification is not agreed at the date of order confirmation, the Company reserves the right to amend the delivery date.

4. Cancellation

A confirmed order or schedule may only be cancelled or varied with the Company's consent, the giving of the Company's consent shall not in any way prejudice the Company's right to recover from the Customer full compensation for any loss or expense arising from such cancellation or variation.

5. Delivery

- a) The Customer shall note any claim for short delivery and/or for damage to components on the delivery schedule at the time of delivery and shall confirm such claims in writing to the Company within three working days from the date of delivery. Compliance with this requirement shall be a condition precedent to any claim for short delivery and/or damaged components. If short delivery does take place, the Customer undertakes not to reject the goods but to accept the goods delivered as a part performance of the contract.
- b) Where the goods are not delivered by the Company, but by independent carrier, delivery to the carrier shall be deemed as delivery to the Customer.
- c) If the Customer fails to take delivery on the agreed delivery date or if no specific delivery date has been agreed, when the goods are ready for despatch, the Company shall be entitled to store and insure the goods and to charge the Customer the reasonable costs of so doing and to tender its account for the price.

6. Design Approval

- a) It is the Customer's responsibility to ensure that he has confirmed his approval of specifically manufactured components before manufacture commences. The Company will assist in supplying drawings, specifications and calculations when requested to do so.

- b) It is the Customer's responsibility to satisfy himself that the drawings, specifications and calculations are correct, as no responsibility for errors or omissions will be accepted by the Company once the duly authorised representative of the Customer has approved the details submitted. The Company's responsibility in any event is solely confined to its own manufactured components and does not extend to the other products or components which form part of the Customer's overall product or system.
- c) In pursuance of its policy of continuous improvement, the Company reserves the right to make changes without notice to materials, dimensions and designs which are thought reasonable or desirable without affecting the validity of any tender or contract.
- d) All descriptions, illustrations and other matter contained in the Company's catalogues, price lists, circulars and other sales promotion matter are intended merely to present a general idea of the goods described therein and shall not be construed as forming part of the contract nor as representations including the making of a contract. All drawings and technical data remain the property of the Company and must not be copied or reproduced without the Company's written authority.

7. Supply of Information

Any information from the Customer necessary to enable the Company to proceed with any order must be furnished within reasonable time and failure to furnish the information to the Company within 14 days after written notice requiring the same shall entitle the Company as its option to cancel the order or to amend the standard price to include any increases in costs which may be caused by the delay on the part of the Customer.

8. Terms of Sale

- a) Unless otherwise agreed in writing by the Secretary of the Company, if a credit account has been opened, the Customer shall pay strictly nett 30 days after the end of the month in which deliveries are made and shall pay interest on overdue accounts of 4 per cent above Barclays' base rate, accruing daily. If the Customer shall fail to pay promptly, he shall lose the benefit of any previously agreed settlement discount.
- b) The Customer shall pay all accounts in full and not exercise any rights of set-off or counter-claim against invoices.

9. Passing of Property

- 9.1 The risk in the goods shall pass to the customer on delivery.
- 9.2 Until full payment has been received by the company for all goods whatsoever supplied at any time by the company to the customer:
 - a) Property in the goods shall remain in the Company.
 - b) Subject to (c) and (d) below the Customer shall be at liability to sell the goods in the ordinary course of business on the basis that the proceeds shall belong to the Company to whom the Customer shall account on demand provided that the Customer shall have no authority to enter into any Contract for Sale on behalf of the Company and any contract for Sale shall accordingly be concluded in the name of the Customer.

- c) The Company may at any time revoke the Customer's power of sale by notice to the Customer if the Customer is in default for longer than seven days in the payment of any sum whatsoever due to the Company (whether in respect of the goods or any other goods supplied or services rendered at any time by the Company to the Customer or for any other reason whatsoever) or if any Bill of Exchange, cheque or other negotiable instrument drawn or accepted by the Customer in favour of the Company is dishonoured on presentation for payment or if the Company has bona fide doubts as to the solvency of the Customer.
- d) The Customer's power of sale shall automatically cease if the receiver is appointed over any of the assets or the undertaking of the Customer or a winding-up order is made against the Customer or the Customer goes into voluntary liquidation (otherwise than for the purpose of reconstruction, or amalgamation) or calls a meeting of or makes any arrangements or composition with creditors or commits any act of bankruptcy.
- e) Upon determination of the Customer's power of sale under (c) or (d) above the Customer shall place the goods at the disposal of the Company who shall be entitled using only such force as may be necessary to enter upon any premises of the Customer for the purpose of removing such goods from the premises (including severance from the reality where necessary).
- e) Warranty will be invalidated if unauthorised repairs are made to the product.
- f) Reasonable evidence of date of purchase must be produced whenever service under this warranty is requested. In the case of caravans and trailer chassis, serial numbers and axle details are required.
- g) No supplier, dealer or service centre has any authority to vary the terms of this guarantee.
- h) This warranty does not affect the purchaser's statutory rights.

11. Force Majeure

The company accepts no liability for delay or non fulfilment of any term of the contract caused by force majeure, war, strikes, lock-outs, accident, fire, scarcity of materials or any other cause not directly within the Company's direct control.

12. English Law

English Law shall be the proper law of the contract.

9.3 Where payments made by means of a Bill of Exchange, cheque or other negotiable instrument by the Company shall be deemed not to have received payment for the purpose of sub-clause 2 until the Bill of Exchange, cheque or instrument has been honoured on presentation for payment notwithstanding that the Company may have negotiated it and received value therefore.

10. Warranty

The Company's products are supplied with a 12-month warranty against faulty materials or workmanship, which is operative from the date the product was delivered to the user. Any request for service under this warranty must be addressed to the supplier from who the product was purchased.

10.1 Conditions

- a) The warranty applies to the original purchaser of the product and is not transferable.
- b) The liability of AL-KO Kober Ltd is limited to the cost of repair or replacement at the Company's discretion of the faulty item within the warranty period. Repairs or replacements under the warranty do not extend the period of validity.
- c) If any product is returned under warranty and found to comply with the relevant specification or standard then the cost of any testing and carriage to and from the Company will be borne by the Customer.
- d) This warranty does not cover fair wear and tear, accident, misuse, overloading, incorrect installation or storage, unauthorised repair or adjustment. Where recommended routine servicing, as set out in the Company's handbook applies to the product within the warranty period, failure to undertake such servicing will invalidate the warranty.