

# **TERMS AND CONDITIONS OF SALE**

## **1. GENERAL**

- i) These terms and conditions shall apply to the contract between J8J Conversions Ltd (Company Number 02600472) whose registered office is at Highland House, Mayflower Close, Chandlers Ford, Hampshire. SO53 4AR (the 'Supplier') and the Customer and shall override any terms and conditions set out in any enquiry or order from the Customer save where expressly agreed to the contrary in writing and signed on behalf of the Supplier.
- ii) Promotional materials and samples supplied by the Supplier do not form part of the contract. Each of the clauses and sub-clauses contained herein is distinct and severable. If any of the provisions shall be determined to be invalid, illegal or unenforceable the remainder of the conditions shall continue to be valid and enforceable to the fullest extent of the law.

## **2. ORDER AND ACCEPTANCE**

An order received from the Customer shall be subject to the Supplier's acceptance in writing before it becomes binding on the Supplier. The Customer may not withdraw the order for 14 days after it has been received by the Supplier and may only do so thereafter if it has not previously been accepted by the Supplier or if the Supplier agrees at its discretion to such withdrawal.

## **3. TIME**

- i) Any time given by the Supplier for delivery shall be approximate only and shall not constitute a term of the contract unless the Supplier has agreed in writing, signed by the Supplier, to include such words as 'not later than' or similar words on the face of the written acceptance of order.
- ii) If the Customer fails to deliver or procure the delivery to the Supplier of any vehicle (upon which any conversion work is required to be carried out) or any necessary drawings or equipment or other items which the Customer has agreed to supply within a reasonable period of acceptance of the Customer's order (and in any event within 14 days of being requested in writing by the Supplier to do so) the Supplier may treat the Customer as being in breach of contract.
- iii) If the Customer fails to take delivery of any vehicle or equipment within seven days of being notified that the same is ready for collection then the Supplier shall be entitled to invoice and be paid for the full value of the order and the Customer shall further be liable to pay the Supplier for storage of the vehicle which shall be £25 per day exclusive of VAT or such greater sum as maybe notified to the Customer from time to time.
- iv) Where time for delivery has been made of the essence the Supplier shall be entitled to extension of time to take account of any factors beyond its control which delay delivery. Such factors shall include (but without any intentions of creating an exhaustive list or of categorising the same) labour shortage, delay in obtaining materials, natural disasters and interruption of power.

## **4. SUITABILITY OF CONVERSION**

- i) All implied warranties and representations are excluded save for any which are implied by statute and not lawfully capable of exclusion.
- ii) Any oral warranties and representations do not form part of the order and may not be relied upon by the Customer unless reduced to writing and signed by the Supplier.
- iii) Notwithstanding that the Supplier may have designed and/or recommended the

conversion and any ancillary equipment the Supplier is responsible only for defects in materials and workmanship and for supplying the conversion and equipment in good working order and does not accept any responsibility in the event that the conversion or ancillary equipment is not fit or suitable for the use intended by the Customer as to which the Customer hereby warrants to the Supplier that he has independently satisfied himself prior to placing the order.

iv) The Customer is solely responsible for ensuring that the conversion and ancillary equipment complies with any statutory or non-statutory rules and regulations relating to its use and shall be deemed to have obtained such information from the Supplier as it's necessary to satisfy it self accordingly.

## **5. PRICES**

Unless agreed in writing to the contrary:

i) Prices are for delivery ex works.

ii) Prices are subject to VAT.

iii) Prices may be varied to take into account any change in the customer's requirements after acceptance of order or any delay in proceeding with the work consequent upon any act or omission of the customer.

iv) Prices may vary on completion due to unforeseen circumstances & price increases in parts and raw materials due to global supply and pandemics (This list is not exhaustive)

## **6. PAYMENT**

i) Subject to ii) below and unless otherwise stated in the quotation or acceptance of order payment is due 30 days from date of invoice. Late payment shall attract interest at on any amount outstanding from the date when payment became due from day to day until payment at a rate of 5% above Barclays Bank base rate from time to time in force and interest shall accrue at such rate after as well as before by any judgement.

ii) The Supplier reserves the right notwithstanding the terms of payment agreed between the parties to insist at any time on payment of part or all of the value of the order before commencement or continuation of works for the Customer or before the vehicle or equipment is delivered to the Customer and if the Customer fails to make such payment within seven days or being requested to do so it shall be deemed to be in breach of the contract.

iii) The Supplier shall be entitled to hold any vehicle or other property or equipment supplied by the Customer by way to lien against payment of the Suppliers invoices including invoice outstanding in respect of other vehicles or equipment and, upon not less than 14 days notice in writing to dispose of the vehicle at the best price obtainable after reasonable advertising of the vehicle for sale.

The Customer hereby irrevocably authorises the Supplier to apply the proceeds of such sale to the settlement on behalf of the Customer of any interest any finance company may have in the vehicle and to apply the balance (if any) to the payment of the Supplier's invoice together with interest thereon. Any amount remaining after payment of the invoice and of any expenses of the sale incurred by the supplier shall be paid to the Customer. Any shortfall shall be paid by the Customer to the Supplier on demand.

iv) Any discount referred to in the quotation or acceptance of order is conditional upon payment being made in full and within the time specified for payment above.

v) The Customer shall make payment in full without any right to deduct any sum in respect of any set-off or counterclaim.

## **7. LIABILITY**

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v) The Customer shall make payment in full without any right to deduct any sum in respect of any set-off or counterclaim.

## **8. OWNERSHIP OF MATERIALS AND RISK**

All materials and equipment whether or not fixed to the Customers vehicle and whether or not delivered to the Customer shall remain the property of the Supplier until the Supplier's invoices relating thereto have been paid for in full and in the event that the Customer fails to make payment in full on time the Customer hereby irrevocably authorises the supplier to remove the same (and to go on to the Customer's premises to do so if necessary) including if necessary by means of physically severing the same from property of the Customer and the Supplier shall not be liable to the Customer for making good any damage thereby caused provided the same is the reasonable minimum required to effect such removal. Any vehicle supplied by the Customer shall at all times be held at the Customers risk as to loss or damage save where directly caused by the neglect or wilful action of the supplier or the suppliers employees acting in the course of the employment and all material bodywork and equipment supplied shall be at the risk of the Customer from the moment of delivery.

## **9. DEFECTS**

The Supplier will repair or replace free of charge to the Customer (but subject to the customer returning the relevant vehicle to the suppliers works at the Customers expense) any item found to be defective by reason of faulty materials or workmanship within twelve months of delivery (fair wear and tear excepted) provided the Supplier is notified in writing of the same within 14 days of its being discovered by the Customer.

The supplier will not be responsible or liable for any defect or mechanical/technical failure to the base vehicle itself where the supplier has supplied the vehicle as part of the service to the customer. The vehicle itself is covered by the individual manufacturer's warranty. Any defect or mechanical/technical fault must be reported to the nearest main dealer of the manufacturer to the customer.

J&J Conversions LTD will not be held responsible for any loss of earnings or loss of use due to

mechanical failure in any respect.

## **10. DETERMINATION**

The Supplier reserves the right to determine this contract in the event that

- i) It has any reason to believe that the Customer's financial position is unsatisfactory or has significantly deteriorated in which case the Supplier shall be entitled to invoice the Customer in respect of costs incurred in the order prior to the date of termination provided that any materials thereby paid for shall become the property of the Customer.
- ii) For reasons beyond its control is unable to perform the contract at a cost less than the order value or within a reasonable period in which case the customer shall have no further liability to the Supplier.

## **11. SUB-CONTRACTORS**

The Supplier shall be entitled to assign or sub-contract the whole or any part of the order.

## **12. COPYRIGHT AND CONFIDENTIALITY**

- i) The Customer acknowledges that any drawings, specifications, jigs, patterns or other items produced by or on behalf of the Supplier in connection with the order shall at all times remain the property of the supplier and that copyright in any drawings, design rights and any other intellectual property rights shall rest legally and beneficially in the supplier at all times. The Customer further undertakes that it will not at any time copy or assist, encourage or facilitate others to copy any conversion work carried out or ancillary equipment supplied by the Supplier.
- ii) The Customer undertakes not to divulge to any third party any information provided to the Customer by the Supplier which pertains to the Supplier's techniques, designs and methods of working.

## **13. JOINT AND SEVERAL LIABILITY**

If the Customer is more than one person, each person has joint and several obligations under these terms and conditions.

## **14. NO LIABILITY TO A THIRD PARTY**

A person who is not a party to any contract made pursuant to these terms and conditions of supply shall have no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of such contract and the supplier shall not be liable to any such third party.

## **15. LAW**

This contract shall at all times be governed by English Law. The place of the contract for the purposes of jurisdiction within the UK shall be Winchester, England.