

Terms and Conditions of Sale

1 Definitions

"The Company" – The Ceejay Group Including Ceejay Systems (SV) Ltd and Warwick Trailers.

"The Purchaser" - Any company or Partnership, person or persons, who or which places an order for goods or receives goods supplied by The Company.

"Goods" - Any vehicle, trailer, machine, spare part, implement, sundry item or service which The Company trades.

2 Acceptance of Title

No terms or conditions specified by The Purchaser are to make void or vary the following conditions unless expressly consented to by The Company in writing.

3 Quotations

Quotations shall remain open for 30 days from the date of quotation, subject to the goods being unsold. Quoted prices shall be exclusive of VAT and any other taxes, rates or dues.

4 Orders

Orders shall be supplied at the agreed price, subject to price increases owing to variations in trade conditions, public taxes or dues, exchange rate fluctuations, raw materials supply and force majeure. Cancellation of orders shall be subject to acceptance and payment of any expenses incurred. Execution of orders for small amounts or urgent orders will be subject to a service charge.

5 Technical Information

All information disclosed in catalogues, leaflets, price lists regarding weight, dimensions, capacity, performance and other technical data are approximate and only binding if explicitly agreed upon.

6 Delivery

The Company shall not be responsible for delays or obstructions owing to force majeure or any other conditions beyond its control. Every effort will be made to perform the work within the time fixed, but no liability is accepted in regard thereto. Any time specified for delivery shall date from The Company being in receipt of a written order and shall be subject to receipt of all necessary instructions, deposit payments, licences and letters of credit etc. Every care is taken in the packing and loading of goods for dispatch but these are forwarded at The Purchaser's own risk. For export goods or goods sold for delivery ex our works, The Company do not accept responsibility for delays or damage in transit unless such risks are specifically agreed in writing to be covered by insurance. Any claims in connection or arising out of this contract must be in writing to The Company within seven working days from the date of collection or delivery failing which all claims (other than claims in connection or arising out of defects not discoverable upon reasonable examination of the goods) shall be deemed to be waived and absolutely barred. In any event, The Company shall not be liable from time of despatch from The Company's premises, until delivery, for any loss due to shortage, damage or deterioration, whatever the cause, unless The

Company and the carrier are informed in writing within three days. The Company and the carrier must be in receipt of a written claim within seven days after the termination of transit as laid down under the current conditions of carriage of the Road Haulage Association.

7 Price

The Company reserves the right to charge the price ruling at the time of delivery. All prices are strictly nett, unless agreed otherwise and exclude packing, carriage, freight and insurance. All prices are subject to VAT.

8 Payment

The Company's normal terms of payment apply ie on presentation of a Ceejay Systems (SV) Ltd or Warwick Trailers invoices, payment shall be due on date shown on invoice, or no later than the end of the following month, unless otherwise stated. For the sale of capital items ie new conversions, complete vehicles and cranes the Company reserve the right to request cleared funds before delivery or collection. Payment after agreed date will be liable to a charge of 2% per annum over the base rate of Barclays Bank PLC as varied from time to time.

Export Orders - by confirmed irrevocable letter of credit or net cash against shipping documents or when goods are ready for shipment.

9 Warranty

The Company's liability shall extend only to defects appearing within a 12 months period for Manufacturers warranty and 24 month Workmanship Guarantee, of the day on which the goods were reported ready for delivery/shipment. The Company undertakes to remedy any defect resulting from defective design, materials or workmanship, provided at all times that mounting, use and maintenance by the Production Manager are in accordance with the instructions and directions of The Company and that the defect is not caused by extraordinary conditions of a climatic or operational nature. The Production Manager shall be obliged to notify The Company in writing of aforesaid defects and according to more detailed agreement forward defective material carriage paid, which will be repaired as soon as possible during ordinary working hours and returned to The Production Manager's account. Where The Company deems it necessary or expedient defects may be remedied on site by The Company or by any nominated service agent of The Company. The onus is on the customer to deliver and collect the vehicle. All replaced parts shall immediately become the property of The Company. The liability of The Company shall in all instances be limited to the direct costs arising in connection with remedying the defect or replacing defective parts. Over and above this commitment The Company cannot be held liable for any consequential loss or any other loss or damage occurring whether loss of profit or any other indirect loss whatsoever. This warranty is subject to cancellation if The Production Manager makes or allows any alterations or makes any unauthorised repairs to our equipment or parts thereof without the consent of The Company and also will be invalidated if damage is caused through improper handling or negligence by The Production Manager and to any other circumstance outside our control.

Ceejay Group | Ceejay Systems (S.V.) Ltd | Warwick Trailers

t: (0) 3300 880221 e: admin@theceejaygroup.co.uk i: theceejaygroup.co.uk

a: Gravel Hill, Shirrell Heath, Southampton, Hampshire SO32 2JQ

Ceejay Group is a trading name of Ceejay Systems (S.V.) Limited
VAT No: GB 818 2815 20 | Company Registration 2941843



10 Acceptance of Goods

It shall be deemed that The Stores Controller has accepted the goods as being stated in the order unless The Company receives written notification of defect or non-compliance within seven days of the Purchaser being in receipt of the goods. The Company deems itself only to deliver goods in relation (agreement) to the general description under which they were sold whether or not any particular or special description shall have been given or implied by law. Any such particular or special description shall be considered only as an expression of The Company's opinion in that behalf, nor does The Company give any warranty as to the quality or fitness condition of the goods, which must be accepted by The Production Manager with all faults and imperfections.

11 Product Liability

The Company shall only be liable for damage or injury caused by the goods sold where it can be substantiated that the damage or injury is due to errors made by The Company. However, The Company shall in no circumstances be liable for consequential loss of profit or any other indirect loss. The Company shall only be liable for a period of 12 months from delivery to The Purchaser for damage caused by the goods. The Purchaser shall indemnify The Company against all claims and expenses arising and incurred by any loss, damage or injury sustained by any third party after delivery of our equipment.

12 Safety Regulations

The Production Manager or user in the first instance is responsible for compliance with the law for ensuring that any equipment complies with legislation and requirements. If there is any doubt about the acceptability of the equipment it is advised that the local factory or District Inspector should be contacted for their opinion. The Company cannot be held responsible for equipment supplied or used which does not meet the requirements.

13 Legal Interpretation

All our contracts in every respect shall be construed and function as British Contracts and in compliance with British Law.

14 Insurance

Goods, chassis and vehicles belonging to the customer and placed at The Company's disposal for construction, building or repair, will not be insured by The Company unless this is specifically agreed between the customer and The Company prior to delivery.

15 Arbitration

In the issue of any dispute or difference occurring between the parties regarding the function of a contract or anything arising out of or concerning the same or material or work done or supplied thereunder, such dispute or differences shall be referred in compliance with the provisions of the Arbitration Act 1996 and any extension or modification defined by law thereof to the final decision of a single arbitrator to be appointed (failing agreement) by the president for the time being of the Institute of Mechanical Engineers.

16 Transfer of Ownership

All goods will remain the property of The Company until such time as payment has been made in full. The Company shall keep and store the goods in such a manner that they can be identified as being the property of The Company. At any time after the termination of the power of sale The Company may repossess the goods and The Purchaser hereby grants to The Company an irrevocable licence to enter upon any premises of the customer for the purposes of so doing.

17 Sale of Chassis

Ceejay Systems Ltd does not act as a principal for the supply of the vehicle chassis but as an agent to the vehicle dealer. All warranty claims, defects or late delivery arising from the supplied vehicle must be dealt with via the supplying vehicle manufacturer or dealer.

Date Updated 01/06/2017

Ceejay Group | Ceejay Systems (S.V.) Ltd | Warwick Trailers

t: (0) 3300 880221 e: admin@theceejaygroup.co.uk i: theceejaygroup.co.uk
a: Gravel Hill, Shirrell Heath, Southampton, Hampshire SO32 2JQ



Ceejay Group is a trading name of Ceejay Systems (S.V.) Limited
VAT No: GB 818 2815 20 | Company Registration 2941843

