

## SMG GARAGE GROUP LTD TERMS & CONDITIONS FOR THE SALE OF GOODS/SERVICES

### 1.0 DEFINITIONS

1.1 In these conditions "Customer" means a person, or any organization, commercial or otherwise, accepting a quotation from the Company for the sale of Goods or the provision of Services

a) "Goods" means any commodity (including any instalment of the Goods or any part of them) which the Company is to supply in accordance with these conditions

b) "Services" means any activity by the Company providing maintenance, repair or calibration of the Customers Goods or facilities

c) "Company" means SMG GARAGE GROUP Ltd t/a SMG GARAGE EQUIPMENT

d) "Conditions" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Customer and the Company.

e) "Contract" means the contract for the purchase and sale of the Goods or Services.

1.2 Any reference in these Conditions to any provision of a statute shall be constructed as a reference to that provision as amended, re-enacted or extended at the relevant time.

### 2.0 BASIS OF CONTRACT

2.1 The Company shall sell and the Customer shall purchase the Goods or Services in accordance with any written quotation of the company which is accepted by the Customer, or any written order of the Customer which is accepted by the Company, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any other quotation which is accepted or purported to be accepted, or any such order which is made or purported is to be made by the Customer.

2.2 Any typographical, clerical or other omission in any sales literature, quotation, price list, and acceptance of order, invoice or other document of information issued by the Company shall be subject to correction without any liability on the part of the Company.

### 3.0 ORDERS AND SPECIFICATIONS

3.1 The Customer shall be responsible to the Company for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the customer, and for giving the Company any necessary information relating to the Goods or Services within a sufficient time to enable the Company to perform the Contract in the accordance with its schedule.

3.2 The quantity, quality and description of and any specification for the Goods or Services shall be those set out in the Company's quotation (if accepted by the Customer) or the Customer's order (if accepted by the Company).

3.3 The Company reserves the right to make any changes in the specification of the Goods or Services which are required to conform with any applicable safety or other statutory requirements or, where the Goods or Services are supplied to the Seller's specification, which do not materially affect their quality or performance.

3.4 No order, which has been accepted by the Company, may be cancelled by the Customer except with the agreement in writing of the Company. Where such agreement between the Customer and the Company has not been made, the Company will be compensated in full for all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation.

### 4.0 PRICE OF GOODS AND SERVICES

4.1 The price of the Goods or Services shall be the Sellers quoted price or, in the case of Goods where no price has been quoted (or a quoted price is no longer valid) the price listed in the Seller's published price list current at a date of acceptance of the order shall apply

4.2 The Company reserves the right, by giving notice to the Customer at any time before delivery of any Goods or Services, to increase the price of the Goods or Services to reflect any increase in the cost to the Company (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increases in the cost of manufacture or operation), or for any change in delivery dates, quantities or specifications for the Goods or Services that have been requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions.

4.3 Except where otherwise stated under the terms of any quotation or any price list of the Company, and unless otherwise agreed in writing between the Customer and the Company, all prices are given by the Company on an ex-works basis, and where the Company agrees to deliver the Goods or Services to otherwise than the Sellers premises, the Customer shall be liable to pay the Company's charges for transport, packaging and insurance.

4.4 Any prices quoted by the Company are exclusive of any applicable value added tax (VAT), which the Customer shall be additionally liable to pay the Company.

#### 5.0 DELIVERY

5.1 Any dates quoted for delivery of the Goods or Services are approximate only and the Company shall not be liable for any delay in delivery of the Goods or Services howsoever caused. Time for delivery of any Goods or Services shall not be of the essence unless previously agreed by the Company in writing.

5.2 Where Goods or Services are delivered in instalments, each delivery shall constitute a separate Contract and failure by the Company to deliver any one or more of the instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.

#### 6.0 TERMS OF PAYMENT

6.1 Subject to any special terms agreed in writing between the Customer and the Company, the Company shall be entitled to invoice the Customer for the price of the Goods or Services on or at any time after shipment of the Goods or the provision of Services. Where the Customer wrongfully fails to take delivery of Goods the Company shall be entitled to invoice the Customer for the price at any time after the Company has notified the Customer that the Goods are ready for collection or (as the case may be) the Company has tendered delivery of the Goods.

6.2 In the case of Services that have been agreed with the Customer and declined or rejected without reasonable notice, the Company shall be entitled to be charge the Customer for loss of earnings and any associated operational costs.

6.3 The Customer shall pay the price of any Goods (less any discount to which the Customer is entitled but without any other deduction) in accordance with the terms stipulated in the quotation accepted by the Customer and repeated on the Sellers invoice, notwithstanding that the delivery may not have taken place and the property in the Goods has not passed to the Customer.

6.4 Payment will fall due within 30 days from the date of invoice unless an exception has been agreed with the Company

6.5 The time of the payment of the price shall be the essence of the contract

#### 7.0 FAILURE TO MAKE PAYMENT

7.1 If the Customer fails to make any payment on the due date then, without prejudice to any other right available to the Company, the Company shall be entitled to cancel the contract or suspend any further deliveries to the Customer (a) The Company understands and will exercise the right to interest at 2.5% above Lloyds TSB plc base rate under the Late Payment of Commercial Debts (Interest) Act 1998 if the Company is not paid according to agreed credit terms.

7.2 The Customer acknowledges and accepts the ultimate right of the Company to enter the Customer's premises to recover any goods that have not been paid for in full.

#### 8.0 RISK AND PROPERTY

8.1 The risk in Goods passes to the customer upon delivery but equitable and beneficial ownership shall remain with the Company until full payment has been received or until prior resale in which case our beneficial entitlement shall attach to the proceeds of resale or to the claim of such proceeds

## 9.0 WARRANTIES AND LIABILITY

9.1 The company guarantees its Goods as free from defects due to faulty material or workmanship for a period of twelve calendar months (unless otherwise stated) from the date of delivery to the Customer, either by the Company or the Company's suppliers. In the latter case this guarantee will only apply to new or unused good. The above guarantee is nonetheless given by the Company subject to the following conditions and limitations.

a) The Company shall be under no liability in respect of any defect arising from fair wear and tear, failure to maintain, wilful damage, negligence, abnormal working condition, failure to follow the Company's instructions (whether oral or written), misuse or alteration or repair of the Goods without the Company's approval.

b) The Company shall be under no liability in respect of Goods operated or stored under adverse conditions (such as outside installations or in areas used for steam cleaning or pressure washing etc.) unless the same is otherwise specified in the relevant equipment manual.

c) The Company shall be under no liability in respect of Goods operated or stored under adverse conditions (such as outside installations or in areas used for steam cleaning or pressure washing etc.) unless the same is otherwise specified in the relevant equipment manual.

d) The Company shall be under no liability under the above guarantee (or in any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment.

9.2 Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

9.3 condition of the Goods or their failure to correspond with specification must be notified in writing to the Company immediately upon discovery of the defect or failure. If the Customer does not so notify the Company, the Customer shall not be entitled to reject the Goods and must bear any extra costs and expenses that result in resolving the situation. If the quality or condition of the Goods or their failure to meet specification is notified to the Company in accordance with these conditions, the Company shall be entitled to replace the Goods, or the part in question, free of charge or, at the Company's sole discretion, refund to the Customer the price of the Goods for a proportionate part of the price, but the Company shall have no further liability to the Customer.

9.4 Except in the respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Customer by reason of any representation or any implied warranty condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Company, its employees, distributors or agents or otherwise) which arise out of or in connection with the supply and/or installation of the Goods or their use or resale by the Customer.

9.5 The Company shall not be liable to the Customer or deemed to be in breach of the Contract by reason of any delay in performing, or failure to perform, any of the Company's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Company's reasonable control.

SMG GARAGE EQUIPMENT is a Trading name of SMG GARAGE GROUP LTD

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