

TERMS & CONDITIONS

BASIS OF BUSINESS CONTRACT

Terms and Conditions apply to the Contract entered into to the exclusion of any other terms the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

- The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order are complete and accurate.
- The Order shall only be deemed to be accepted when the Supplier issues a Pro-Forma Invoice, and the Customer pays the agreed required deposit at which point the Contract shall come into existence.
- Any samples, drawings, descriptive matter or advertising produced by the Supplier and any descriptions or illustrations contained on the Supplier's websites are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.
- Nothing in the Contract shall exclude or limit any statutory rights of the Customer which may not be excluded or limited due to the Customer acting as a Consumer.

Estimated delivery or production dates are good-faith approximations only. The Supplier shall not be liable for any delay in delivery of the Sale Goods that is caused by a Force Majeure event or the Customer's failure to provide the Supplier with adequate delivery or collection instructions or any other instructions that are relevant to the supply or collection of the Sale Goods. The Seller is not liable for financial losses, secondary damages, or operational downtime resulting from manufacturing or shipping delays outside of the Seller's direct control. If the Buyer fails to take delivery or arrange pickup within [e.g., 14 days] of being notified that the trailer is ready, the Seller reserves the right to cancel the order, retain the non-refundable deposit, and resell the trailer.

Payment Terms: The remaining balance of the total purchase price must be paid in full via [cleared funds] prior to or at the exact time of delivery or pickup, unless alternative financing terms have been agreed upon in writing.

The amount of any Deposit and/ or monies for Sale Goods shall be as confirmed to the Customer in the Pro-Forma Invoice or otherwise as shown in the Supplier's current price list from time to time. Where a Deposit is required for bespoke Goods it shall be specified in writing by the Supplier in the Pro-Forma Invoice and must be paid in advance.

The Customer shall pay the Deposit and/ or monies for Sale Goods and/or any other sums payable under the Contract to the Supplier at the time and in the manner agreed in the Pro-Forma Invoice. The Supplier's prices are, unless otherwise stated, exclusive of any applicable VAT for which the Customer shall additionally be liable.

"Deposit" means any advance payment required by the Supplier in relation to the Goods which is to be held as security by the Supplier; The Buyer explicitly agrees that this deposit is completely non-refundable. This deposit serves as a liquidation of damages to compensate the Seller for administrative costs, inventory holding,

TERMS & CONDITIONS

allocation of manufacturing capacity, and potential loss of subsequent sales opportunities if the Buyer fails to complete the purchase.

Title and Risk of Loss

Risk of Loss: Risk of damage or loss to the trailer passes to the Buyer immediately upon physical delivery to the Buyer, their carrier, or upon pickup from the Seller's premises. **Retention of Title:** Legal title and ownership of the trailer do not pass to the Buyer until the Seller has received full, cleared payment of the purchase price and all associated fees.

Warranties and Limitation of Liability

Manufacturer Warranty: New trailers are sold strictly with the manufacturer's express warranty (if any). The Seller will pass all manufacturer warranties directly to the Buyer.

As-Is Limitation: Except for the manufacturer's warranty, the Seller makes no independent warranties, express or implied, including any implied warranty of merchantability or fitness for a particular commercial purpose.

Liability Cap: The Seller's total liability for any claim arising out of this sale shall never exceed the total purchase price paid by the Buyer for the specific trailer in question.