

## CONDITIONS OF SALE

The following standard conditions apply to every Order accepted by Richardson Rice Trailers Ltd ("The Company") for Goods and/or services.

### 1. DEFINITIONS

- 1.1 In these Conditions:-  
 "the Conditions" means these conditions (which supersede any earlier set of conditions issued by the Company) together with any special conditions contained in the Contract.  
 "the Contract" means the Order and the Order Acknowledgement together with the Conditions  
 "the Goods and/or Services" means the goods and/or services which are the subject of the Contract including any instalment of the goods  
 "the Order" means the Order placed by the Purchaser for the provision of the Goods and/or services (whether based on the Quotation or not).  
 "the Quotation" means a written quotation or tender submitted by the Company as an invitation to tend.  
 "the Purchaser" means the person whose Order is accepted by the Company.  
 "Order Acknowledgement" means the Company's acceptance of the Order (including the Conditions).

1.2 The headings in the Conditions are for the convenience only and shall not affect their interpretation.

### 2. OFFER AND ACCEPTANCE

- 2.1 The Company shall sell and the Purchaser shall purchase the Goods and/or Services in accordance with the Contract subject to the Conditions. No Contract shall come into existence until the Order has been accepted in writing by the Company on the Order Acknowledgement (or at the sole discretion of the Company verbally by an authorised representative of the Company).  
 2.2 All Quotations are made and all Orders accepted subject to the Conditions. The Conditions override any other terms, conditions or warranties that the Purchaser may seek to impose.  
 2.3 Acceptance of the Goods and/or Services by or on behalf of the Purchaser shall be conclusive evidence that the Conditions are accepted by the Purchaser and that they apply to the Contract. If the Purchaser does not accept the Conditions or any part of them he must return the Goods or refuse the Services tendered forthwith.  
 2.4 No variation or supplement to the Conditions or the Contract shall be binding on the Company unless expressly accepted by a Director of the Company in writing.  
 2.5 If a Quotation is given it is an estimate only. All descriptions, specifications, drawing etc, and other data submitted by the Company (whether in the Quotation or in any other document issued by the Company) are deemed to be approximate only (except where expressly stated in writing to be exact).  
 2.6 Quotations are valid for 30 days only unless otherwise stated by the Company. The Quotations may be withdrawn by the Company at any time by written notice or oral notice.  
 2.7 If the Purchaser is relying on any statement or representation made by or on behalf of the Company (other than in the documents enclosed with the Quotation or Order Acknowledgement) then the Purchaser must set out that statement or representation in a document to be attached to or endorsed on the Order.  
 2.8 Any error or omission on any literature, Order Acknowledgement, Invoice or other document issued by the Company shall be subject to correction without any liability on the part of the Company.  
 2.9 The Company shall be at liberty to withdraw from any negotiations until such time as the Contract shall have become binding without being under any liability whatsoever to the Purchaser.  
 2.10 Any advice or recommendation given by the Company or it's employees or agents to the Purchaser or it's employees or agents as to the storage, application or use of the goods which is not confirmed in writing by the Company is followed or acted upon entirely at the Purchaser's own risk and accordingly the Company shall not be liable for any such advice or recommendation.

### 3. ORDERS AND SPECIFICATIONS

- 3.1 The Purchaser shall be responsible for ensuring the accuracy of the order and shall give the Company any necessary information to enable the Company to proceed with the Contract. Any failure to do so will entitle the Company to charge the Purchaser an additional price for any costs incurred by such delay or to terminate the Contract at it's discretion.  
 3.2 The quantity, quality and description of and any specifications for the Goods and/or Services shall be those set out in the Order Acknowledgement.  
 3.3 The Company reserves the right to make any changes (without notice) in the specification of the Goods that do not materially affect their quality or performance.  
 3.4 The Purchaser may require the Goods to be specially tested but a charge at the Company's then current rate shall be levied for such tests. In the event of any delay by the Purchaser in attending such tests after seven days notice that the Goods are ready then the tests will proceed in the Purchaser's absence.

### 4. PRICE

- 4.1 (Subject to the following provisions of this Condition) the price for each delivery of the goods shall be as set out in the Order Acknowledgement.  
 4.2 The Company reserves the right at any time before delivery to increase the price of the Goods and/or Services to reflect any increase in the cost to the Company in executing the Contract due to any factor beyond the Control of the Company such as (without limitation) any increase in the cost of components, labour, raw materials, overheads, or exchange rate fluctuations, any change in delivery dates, quantities, or specifications for the Goods and/or Services arising as a result of any error or omission or changes deemed necessary by the Purchaser or any delay or interruption on the Contract not attributable to the Company.  
 4.3 Any alterations or additions to the Contract shall be the subject of an extra charge on terms to be agreed and confirmed by the Company in writing.  
 4.4 All prices are quoted and are exclusive of Valued Added Tax and other taxes or duties and are for delivery "ex works" at the Company's premises named in the Order Acknowledgement unpacked. Prices shall exclude installation, assembly, testing, packaging, insurance, delivery and transport charges (which the Purchaser shall be liable to pay in addition to the price) save where a quotation has been given which includes any of these items.

### 5. TERMS OF PAYMENT

- 5.1 (Subject to the following provisions of this condition) unless otherwise agreed in writing the Company shall be entitled to invoice the Purchaser for the price of the Goods and/or Services on or at any time after the Purchaser has been notified that the Goods are ready for collection or the Company has tendered delivery of the Goods.  
 5.2 The Company reserves the right as it's option to require either payment in part or in full or the provision of such security or guarantees from or on behalf of the Purchaser as it may deem necessary prior to work commencing on the Contract and reserves the right to withhold manufacture, assembly or delivery of the Goods until such payment is received or securities or guarantees executed.  
 5.3 (Subject to Condition 5.2) Unless otherwise agreed by the Company the Terms of Payment shall be 30 days from the date of invoice not withstanding that delivery may not have taken place and property in the Goods has not passed to the Purchaser.

- 5.4 The time of payment of the price shall be of the essence of the Contract.  
 5.5 Where the Goods are delivered by instalment the Company may invoice each instalment separately and the Purchaser shall pay such invoice in accordance with the Conditions.  
 5.6 No right of set-off shall exist in respect of any claims by the Purchaser against the Company and the Purchaser shall not withhold all or any part of any sum which has become due for payment under the Contract.  
 5.7 If the Purchaser fails to make any payment due to the Company (whether under the Contract or otherwise) on the due date then without prejudice to any other rights or remedy available to the Company shall be entitled to; a) cancel the Contract so far as any goods remain to be delivered or services performed under it or suspend any further delivery of Goods or performance of Services and b) charge the Purchaser interest (both before and after any judgement) on the amount unpaid (at the rate of 2% per month on a day to day basis) until payment in full is made and c) appropriate any payment made by the Purchaser to such of the Goods and/or Services (or the Goods supplied under any other Contract between the Company and the Purchaser) as the Company may think fit (notwithstanding any purported appropriation by the Purchaser).  
 5.8 Where the goods are purchased for cash the invoice must be retained and the reference number quoted on all correspondence relating to claims under the warranties set out in clause 9. Claims for shortages of any kind following a cash sale must be raised by the Purchaser before leaving the Company's sales office.

### 6. DELIVERY

- 6.1 Unless otherwise agreed in writing all Goods are delivery "ex works" the Company's premises named in the Order Acknowledgement.  
 6.2 Delivery shall mean delivery of the Goods to the Purchaser at the Company's premises or delivery of the Goods to a carrier nominated by the Purchaser or (in the absence of specific instructions) a carrier nominated by the Company unpacked.  
 6.3 Where the Company has agreed in writing to supply the Goods delivered to premises other than the Company's, non delivery or shortages in delivery or breakages of the Goods must be notified to the carrier concerned at the time of delivery and to the Company with 7 days of the invoice date together with a complete claim in writing. Failure to do so shall preclude the Purchaser from any rights or remedies against the Company whatsoever. If the Company fails to deliver the Goods for any reason the Company's liability, if any, shall be limited to the excess of the cost to the Purchaser (in the cheapest available market) of similar Goods to replace Goods to replace those not delivered over the price of the Goods.  
 6.4 The Purchaser shall acknowledge receipt of all Goods by signing the delivery note supplied which shall then be returned to the Company.  
 6.5 If the Purchaser shall fail to accept delivery of the Goods and when proffered by the Company then the Company shall be deemed to have tendered and the Purchaser to have refused delivery at that time.  
 6.6 If the Purchaser fails or refuses to take delivery of the Goods on the due date or fails to give the Company adequate instructions for delivery at the time stated then he shall be liable to the Company for any loss or costs arising from such failure or refusal and for a reasonable charge by the Company for the care, custody, storage and insurance of the Goods until actual delivery. The Company may, at it's option, also sell the Goods at the best price readily available, and (after deducting all reasonable storage and selling expenses) charge the Purchaser for any shortfall below the Contract price and any other amounts due under the Contract.  
 6.7 Any dates quoted for delivery of the Goods or performance of the Services are approximate only and the Company shall not be liable for any delay in despatch or delivery or performance or any loss or damage thereby arising. Quotations for Goods to be supplied from stock are made subject to such Goods being in stock and available on acceptance of Order. Time of delivery shall not be the essence and the Purchaser shall not be able to treat the Contract as repudiated or breached or refused delivery of the Goods or withhold payment on account of any delay howsoever caused.  
 6.8 The Purchaser shall be responsible at his own expense and risk for the unloading of the Goods.  
 6.9 The Company reserves the right to delivery the Goods in instalments and each such instalment shall constitute a separate Contract.

### 7. RISK

- 7.1 The risk of damage to or loss of the Goods shall pass to the Purchaser  
 a) (in the case of Goods to be delivered "ex works" the Company's premises) At the time when the Company notifies the Purchaser that the Goods are available for collection or  
 b) (in the case of Goods to be delivered elsewhere than at the Company's premises) At the time of delivery or if the Purchaser wrongfully fails to take delivery of the Goods at the time when the Company has tendered delivery of the Goods.  
 7.2 Any claim by the Purchaser which is based on the Condition of the Goods on delivery or their failure to correspond with the Contract shall be notified by a notice in writing made at the time of delivery by or on behalf of the Purchaser on the delivery documentation and followed by a complete claim in writing to the Company within 7 days. If delivery is not refused and the Company is not notified within that time limit the Purchaser shall not be entitled to reject the Goods and the Company shall have not liability for such defect or failure and the Purchaser shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract. Time of notification shall be of the essence.

### 8. TITLE

- 8.1 Title in the Goods or any part of them or in any Goods of the Company (whether delivered under the Contract or otherwise) shall not pass to the Purchaser until the Purchaser shall have paid in full all monies owing under the Contract and any other Contract between the Company and the Purchaser. The Purchaser shall keep all Goods properly stored and protected and separate from the Goods of third parties in such a way that the Goods can be clearly recognised as the property of the Company.  
 8.2 If the Purchaser is in breach of the Terms of the Contract then all monies owed by the Purchaser to the Company whether under the Contract or otherwise shall become immediately due and payable and the Purchaser hereby grants to the Company or it's agents an irrevocable licence to enter upon the Purchaser's premises to recover and/or resell such of the Goods (irrespective of whether they have become fixtures) as the Company may deem necessary to recover all sums owing to it by the Purchaser together with any reasonable costs of the Company so incurred. This right shall continue to subsist notwithstanding the termination of the Contract through the happening of any of the events specified in the Conditions or otherwise and without prejudice to any accrued rights of the Company under the Contract.  
 8.3 Until all monies owing to the Company (whether under the Contract or otherwise) have been paid in full the Goods shall remain the absolute property of the Company and the Purchaser shall only be entitled to possession of the Goods subject to the Conditions and shall hold the Goods in a fiduciary capacity as bailee. Any of the Goods affixed to the property of the Purchaser or any third party may be detached and removed by the Company and shall not be and are not intended to become part of any such property.  
 8.4 The Purchaser shall keep the Goods in good condition and shall maintain full insurance in respect thereof on the Company's behalf in an amount that is not less than the amount due to the Company for the Goods.  
 8.5 If condition 8.1 is held to be invalid to reserve the Company's entitlement to the Goods delivered under the Contract by reason of reservation of title until all Goods delivered to the

<p>Purchaser by the Company have been paid for then ownership of the Goods shall remain with the Company until the Goods have been paid for.</p> <p>8.6 Until such time as the Title of the Goods passes to the Purchaser, the Purchaser shall be entitled to sell or use the Goods in the ordinary course of it's business, but shall hold the proceeds of sale or otherwise of the Goods (whether tangible or intangible) including Insurance proceeds on trust for the Company and shall keep all such proceeds separate from any monies or property of the Purchaser and third parties and in the case of tangible proceeds stored protected and insured and shall promptly transfer such proceeds for a sum equivalent to such proceeds to the Company on demand.</p> <p>8.7 The Purchaser shall not be entitled to pledge or in any way charge by way of security for any indebtedness in any of the Goods which remain the property of the Company.</p> <p>8.8 The Company shall have a full lien over all Goods of the Purchaser which may be (for any purpose) on the premises of the Company until such time as the Purchaser shall make payment in full under the Contract and the Company shall be at full right and liberty to sell those Goods in the Purchaser shall be in breach of the Contract.</p> <p>8.9 All forms of lien to which the Purchaser may claim to be entitled shall be excluded from the Contract.</p> <p>8.10 If the Company becomes entitled to repossess any of the Goods by virtue of the Conditions then (if the Goods are not clearly identifiable as property of the Company it shall be irrefutably presumed that the Purchaser has used or sold Goods which belonged to the Purchaser before any of the Goods and the Company shall be entitled to exercise it's licence under this condition to repossess any Goods which are similar to the Goods and it shall be irrefutably presumed that the Goods that the Company shall repossess shall belong to the Company.</p> <p>8.11 In the event of the Goods or any part thereof being attached to or incorporated in any vehicle or other property of the Purchaser prior to payment of all sums due to the Company from the Purchaser, the Purchaser in the event of such vehicle or other property hold that part of the proceeds of sale of the said vehicle or other property as is attributable to the Goods (or such part of the Goods as are attached to or incorporated in said vehicle or other property) on trust for the Company and will account to the Company for the part of the said proceeds of sale as are attributable to the Goods and pending such accounting the Purchaser will place the sale proceeds of the vehicle or other property on a separate bank account in trust for the Company.</p> <p>8.12 Notwithstanding the provisions of this Condition, the Company may bring an action for the price due under the Contract at any time after the price has become payable under the Conditions.</p>	<p>statute or common law applicable in respect of the sale of the Goods and the Purchaser will indemnify the Company against all claims made by any such customer or a third party resulting from the Purchaser's failure to comply with the Terms of this Condition.</p> <p>10. RETURN OF GOODS</p> <p>10.1 No goods may be returned to the Company for credit without the prior authorisation of a Director of the Company before transportation commences. In such cases transportation must be pre-paid and the consignee's name, address, original order number and the Company's invoice number must be clearly marked on the shipping tag. In the event of the Goods being returned, the Company will charge such handling charges, as it may from time to time deem appropriate.</p> <p>10.2 If any Goods are returned for repair under the warranty given in Condition 9 and a) no instructions are received within two months of receipt of Goods for repair or b) a warranty claim is disallowed, the Company reserves the right to scrap the Goods returned and no subsequent claim for any losses or costs will be accepted.</p>
<p>9. LIABILITY</p> <p>9.1 Any components or parts not of the Company's own manufacture incorporated in the Goods or sold by the Company are not guaranteed by the Company but carry the maker's guarantee only and the Company's liability for them shall be limited to the amount (if any) recovered by the Company from the Supplier.</p> <p>9.2 Subject to the remaining sub clauses of this Condition, the Company warrants that the Goods and/or Services (being of the Company's design and manufacture, or that part of the Goods which is of the Company's design and manufacture and herein after called "the Company's Goods") will be of merchantable quality and reasonably fit for their purpose for a period of 12 months following delivery ("the Warranty Period").</p> <p>9.3 In the event that the Company's Goods or workmanship is proved to be defective or in need of repair during the Warranty Period then the Company undertakes as it's option either to replace or to give credit for or a refund of the Contract price or to repair or rectify the Company's Goods (subject to any intervening wear and tear) to the Condition originally required under the Contract provided that: a) the Purchaser notifies the Company in writing of it's claim within 7 days after discovering the alleged defect giving full details of the alleged defect. b) the Company shall be entitled and shall be offered facilities to inspect and test the Goods. c) (upon examination) the Company's Goods prove to be defective or fail due to faulty materials manufactured by the Company or defective workmanship of the Company. d) No person other than the Company has dismantled or repaired or so attempted or otherwise tampered with the Goods or any part thereof. e) the Goods shall have been installed operated maintained and stored in accordance with the installation operating and maintenance instructions of the Company and in a proper manner. f) the Goods shall not have been used whilst allegedly defective, in need of repair or otherwise not in accordance with the Contract. g) the Purchase price for the Goods has been paid by the due date.</p> <p>9.4 If such notice is not received and such proof not forthcoming within 7 days after the expiry of the warranty period then the Goods shall be deemed to be free from any defect.</p> <p>9.5 Variations in quality and/or variations or defects in quality or dimensions in any delivery shall not be a ground for cancellation of the rest of the Contract.</p> <p>9.6 The Goods are sold explicitly on the Condition that they will be used only in the prescribed manor and for the purpose for which they were designed. The Purchaser must satisfy himself that the intended use of the Goods is use in the prescribed manor and for the purpose for which the Goods were designed and the Company shall be under no liability for any damage loss or injury resulting from any use of the Goods which is not in accordance with their prescribed manner or design. (If the material which the Purchaser contemplates transferring with the use of the Goods has corrosive or polymerising or other properties which may result in unsatisfactory or dangerous operation then the Company shall have no liability for the performance of the Goods. The Purchaser must discuss with the Company's engineering department the suitability of such Goods for it's purposes and the special operation and maintenance which the Goods may require under such circumstances).</p> <p>9.7 Where the Purchaser provides a specification for the Goods to be designed, manufactured or assembled by the Company, the Company shall not be liable for any defect in the Goods caused by compliance with the specification.</p> <p>9.8 Nothing in these Conditions shall have the effect of excluding or limiting liability to a person for death, personal injury or damage to property where such exclusion from liability is prohibited by S7 the Consumer Protection Act 1987.</p> <p>9.9 Nothing in the Conditions shall impose any liability upon the Company in respect of any loss, damage, consequential or otherwise in relation to or arising out of Goods found to be defective where the defect is attributable both directly or indirectly to the acts omission negligence or default of the Purchaser or Purchaser's servants or agents including (with prejudice to the generality of the foregoing) any failure by the Purchaser to comply with the recommendation of the Company as to storage maintenance and use of the Goods.</p> <p>9.10 If the Company shall become legally liable to the Purchaser in any way whatsoever then the liability of the Company in respect of any or all courses of action shall in no circumstances exceed the price of the Goods under the Contract.</p> <p>9.11 The Company's liability does not cover defects arising from the Purchaser's negligence, wilful damage, faulty assembly or maintenance, or from alterations or repairs carried out by or on behalf of the Purchaser without the Company's written consent, nor does it cover normal deterioration.</p> <p>9.12 Except in respect to death or personal injury caused by the Company's negligence (and subject to the Conditions) all warranties, Conditions or other Terms implied by statute or common law are excluded to the fullest extent permitted by law and the Company shall not be liable to the Purchaser by reason of any representation or any warranty condition or other term or any duty of common law or under the Contract for any consequential loss damage costs or other expenses whatsoever which arise out of or in connection with the supply of the Goods or their use or resale by the Purchaser.</p> <p>9.13 Nothing in the Conditions is intended to affect the statutory rights of a Purchaser who deals with the Company as a 'consumer' (as defined by the Unfair Contract Terms Act 1977).</p> <p>9.14 The Purchaser shall ensure that at the time of the sale and delivery of any of the Goods to any customer of the Purchaser the Goods are of merchantable quality and comply with all Conditions, guarantees and warranties (including any guarantee which the Purchaser may from time to time offer to the ultimate purchaser of the Goods) whether express or implied by</p>	<p>11. INTELLECTUAL PROPERTY</p> <p>11.1 If any claim is made against the Purchaser that the Goods infringe or that their use of resale infringes the patent copyright design, trademark or other industrial or intellectual property rights or any other person the Company shall indemnify the Purchaser against all loss, damage, costs and expenses of the Purchaser in respect of such claim provided that: a) the Goods have not been manufactured the specification of the Purchaser, b) the Company is given full contract or any proceedings or negotiations in connection with any such claim, c) except pursuant to a final award, the Purchaser shall not pay or accept any such claim or compromise any such proceedings without the consent of the Company (which shall not be unreasonably withheld). d) Without prejudice to any duty of the Purchaser at common law the Company shall be entitled to require the Purchaser to take such steps as the Company may reasonably require to mitigate or reduce any loss, costs, damages or expenses for which the Company is liable to indemnify the Purchaser under this sub-clause.</p> <p>11.2 Patents, design rights and any other intellectual property relating to the Goods and/or Services and to any drawings technical documents or software supplied by the Company shall remain the absolute property of the Company and the Purchaser undertakes to keep confidential or designs, drawings and other intellectual property which shall not be used, reproduced or disclosed to third parties without the consent in writing of the Company.</p> <p>11.3 (Where the Goods and/or Services include computer software the Purchaser shall be granted and agrees to enter into the Company's standard software licence). Any plans, drawings, technical documents or software supplied by the Company shall be returned to the Company on demand.</p> <p>12. DEFAULT OR INSOLVENCY OF PURCHASER</p> <p>12.1 If: a) the Purchaser defaults in any of it's commitments with the Company or b) the Purchaser makes any voluntary arrangement with it's creditors or becomes subject to an administration order or becomes bankrupt or (being a company) has an administrator, administrative receiver appointed or goes into liquidation (other than for the purposes of solvent amalgamation or reconstruction) or c) an encumbrancer takes possession or a receiver is appointed of any of the property and assets of the Purchaser or d) the Purchaser ceases or threatens to cease to carry on business or e) the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Purchaser and notifies the Purchaser accordingly. Then (with prejudice to any other right or remedy available to the Company) the Company shall be entitled to cancel any partially or wholly uncompleted Contracts of to withhold or suspend delivery.</p> <p>12.2 In the event of an occurrence as outlined in sub clause 12.1 a, b, c, d or e then the Purchaser shall indemnify the Company against all loss including loss of profit costs (including the costs of labour and materials used and overheads incurred) and all other expenses and damages connected with the Contract and it's cancellation.</p> <p>13. FORCE MAJEURE</p> <p>The Company shall not be liable to the Purchase or be deemed in breach of the Contract by reason of any delay in performing or failure to perform any of the Companies obligations in relation to the Contract if the delay or failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as "Causes beyond the Company's reasonable control": Act of God, explosion, flood, tempest, fire, or accident, war or threat of war, sabotage, civil disturbance or requisition acts, restrictions, regulations, by laws, prohibitions or measures of any kind on the part of any Governmental, Parliamentary or Local Authority, Import or Export Regulations or Embargoes, Strikes, Lockouts or other industrial actions or trade disputes (whether involving employees of the Company or a third party), difficulties in obtaining raw materials, labour, fuel, parts, or machinery power failure or breakdown in machinery.</p> <p>14. GENERAL</p> <p>14.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing, addressed to that other party at it's registered office or such other address as may at the relevant time have been notified pursuant to this provision to the party given the notice.</p> <p>14.2 No waiver by the Company of any breach of the Contract by the Purchaser shall be considered a waiver of any subsequent breach of the same or any other provision.</p> <p>14.3 If any of the provisions of the Contract is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions in question shall not be effected thereby.</p> <p>14.4 The contract shall be governed by the laws of England and for the purposes of settlement of any dispute arising out of or in conjunction with these Conditions of the Contract; the parties hereby irrevocably submit themselves to the exclusive jurisdiction of the English courts.</p> <p>14.5 The Company reserves the right to subcontract the fulfillment of the Contract or any part of it.</p> <p>14.6 The Contract is between the Company and the Purchaser and is not assignable by the Purchaser without the consent of the Company.</p> <p>14.7 The breach of any agent or receiver of the Purchaser or any Holding Subsidiary or associated company, (as defined in section 736 of the Companies Act 1985 as amended by the Companies Act 1989) or the Purchaser of any of the Terms and Conditions of any contract agreement or other arrangement with the Company shall be deemed to be a breach of the Terms of Contract and shall entitle the Company to take or refrain from taking all acts and remedies to which it is entitled under these Conditions as if such default had been a breach or default under the Contract.</p>

