

EUROPEAN EXHAUST AND CATALYST LTD  
LEZ EQUIPMENT  
CONDITIONS OF SALE

VERSION 2.1

1. Definitions and Interpretation

1.1 In these Conditions (unless the context otherwise requires) the following terms have the following meanings:

"Agreement" means an agreement between and the Buyer and EEC LTD which is made up of the relevant Order Acknowledgment and Specification and these Conditions.

"Buyer" means the buyer of the Goods as detailed on the Order Acknowledgement.

"Conditions" means the terms and conditions of sale set out in this document

and any special conditions agreed in writing and signed by the parties.

"Delivery" means the delivery of the Goods by EEC LTD in accordance with clause 3.

"Delivery Date" means the estimated delivery date set out in the Order Acknowledgement.

"Delivery Address" means the address for delivery/collection of the Goods set out in the Order Acknowledgment.

"Goods" means the goods to be sold by EEC LTD to the Buyer as detailed in the Order Acknowledgement and the Specification.

"Order Acknowledgment" means an order acknowledgement issued by EEC LTD.

"EEC LTD" means European Exhaust & Catalyst Ltd (company number 3469329)

Head Office Units 2&3 Parklands Industrial Estate, Denmead , Hampshire PO76TJ

Tel: 02392245300 Fax: 02392245310 web: [www.eurocats.co.uk](http://www.eurocats.co.uk)

"Price" means the total price specified in the Order Acknowledgment.

"Quotation" means a quotation issued by EEC LTD.

"Specification" means the Specification for the Goods agreed between the parties in writing (if any).

1.2 These Conditions apply to all contracts for the sale of Goods entered into by EEC LTD. By placing an order with EEC LTD or accepting a

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Quotation the Buyer agrees to deal with EEC LTD on these Conditions to the exclusion of all other terms, conditions, warranties or representations.

1.3 Any typographical, clerical or other similar error or omission in any sales literature, Quotation, Order Acknowledgment, invoice or other document or information issued by EEC LTD shall be subject to correction without any liability on the part of EEC LTD.

## 2. Basis of Sale

2.1 In consideration of the payment of the Price, EEC LTD will supply the Goods to the Buyer and shall, where the Order Acknowledgement includes

provision for such matters, deliver and install the Goods.

2.2 Any order placed by the Buyer (whether directly in respect of a Quotation or otherwise) is subject to acceptance at EEC LTD's absolute discretion.

## 3. Delivery

3.1 EEC LTD will use reasonable endeavours to deliver the Goods to the Delivery Address (which shall, where applicable, include making the Goods

ready for collection at the Delivery Address) on or before the Delivery Date

but time of delivery shall not be of the essence. EEC LTD will use reasonable endeavours to notify the Buyer of any anticipated delay in delivery. EEC LTD cannot be held liable for circumstances outside its control

which may lead to operators incurring fines under the Transport for London low emission zone scheme.

3.2 In any event, EEC LTD will give the Buyer at least seven (7) days' notice before it delivers the Goods to the Delivery Address. If the Buyer is unable to accept delivery of the Goods (which shall include, where applicable, the Buyer's collection of the Goods from the Delivery Address) on the date notified to it, the Buyer must telephone EEC LTD to make alternative arrangements at least forty eight (48) hours before the date notified.

3.3 EEC LTD will not bear responsibility for failure to deliver if the Buyer fails to accept delivery of or (where applicable) collect the Goods on

the date notified or (where applicable) agreed under clause 3.2. In such circumstances, EEC LTD reserves the right to charge and the Buyer agrees to

pay EEC LTD's reasonable costs and losses incurred or suffered as a result

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of any failed delivery attempt.

#### 4. Installation

4.1 Where the Price includes provision for installation by an EEC LTD approved installation centre

EEC LTD will use reasonable endeavours to schedule installation of the Goods as soon as possible following delivery. If the address at which the Goods are to be installed is not the same as the Delivery Address, the Buyer shall be responsible for providing the Goods at the installation address.

4.2 The Buyer will comply with any reasonable requirements notified to it by EEC LTD in relation to the installation of the Goods (including, without limitation, carrying out any preparatory work and complying with reasonable requirements relating to the provision of the vehicles to which the Goods are to be fitted)

#### 5 Payment

5.1 Payment for your EEC LTD LEZ System must be via cheque, BACS or other cleared funds prior to delivery to you. Account enquiries are welcomed in which case payment terms will be as per quotation.

5.2 If the Buyer fails to pay the Price in full when it is due, EEC LTD shall be entitled to charge the Buyer daily interest on the overdue amount at an annual rate of 3% above the base rate.

5.3 The Price is exclusive of VAT and any costs of delivery and installation.

5.4 EEC LTD reserves the right to increase the Price to take into account any reasonable additional costs that are or will be incurred by it as a result of any change made to an order by the Buyer following dispatch of the Order Acknowledgment by EEC LTD.

#### 6 Ownership and Risk

6.1 Ownership of the Goods will pass to the Buyer only when EEC LTD has received payment of the Price in full in cleared funds.

6.2 The risk of loss of or damage to the Goods will pass to the Buyer upon delivery.

6.3 Until ownership of the Goods passes to the Buyer, the Buyer shall hold the Goods as EEC LTD's fiduciary agent and bailee. The Buyer shall be entitled to sell or otherwise use the Goods in the ordinary course of its business but shall account to EEC LTD for the entire proceeds of the use, sale or other disposal of the Goods which it shall keep separate from the monies and/or goods of itself or any third party.

6.4 The Buyer may not pledge or charge the Goods by way of security for

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any indebtedness but, if it does so, all monies due to EEC LTD from the Buyer shall become immediately due and payable.

## 7 Warranties

7.1 EEC LTD warrants that the Goods will correspond in all material respects with the Specification for a period of two (2) years with unlimited mileage from the date of delivery, and will cover any problems that may occur with the product and installation including on site support costs and cost of replacement of parts and labour.

7.2 The warranty contained in clause 7.1 does not cover accidental damage, operator abuse to the Goods or fair wear and tear or acts of force majeure. In addition, all pipe-work before the EEC LTD system must be stainless steel.

7.4 All warranties, conditions, guarantees and representations that may be implied into the Agreement by statute, common law or otherwise are here by excluded to the fullest extent permitted by law.

7.5 In the event that EEC LTD cannot comply with Warranty clause 7.1 to 7.4 the customer has the right to full refund if warranty issue cannot be resolved.

## 8 Liability

8.1 Save as provided in clause 8.3, EEC LTD's total aggregate liability under the Agreement (whether in contract, tort (including, but not limited to, negligence) or otherwise) shall not exceed the total amount paid to EEC LTD by the Buyer under the Agreement in question.

8.2 In no event shall EEC LTD be liable for any claim to the extent that it relates to loss of profits, goodwill, business opportunity or anticipated savings, injury to reputation, third party losses or indirect, consequential or special loss or damage regardless of the form of action, whether in contract, tort (including, but not limited to, negligence) or strict liability and regardless of whether EEC LTD knew or had reason to know of the possibility of the loss or damage in question.

8.3 Nothing in the Agreement will exclude or limit EEC LTD's liability for:

8.3.1 death or personal injury caused by negligence;

8.3.2 fraud or fraudulent misrepresentation;

8.3.3 damage suffered as a result of the breach of the warranties as to title and quiet enjoyment implied under English law; or any other loss or damage the exclusion or limitation of which is prohibited by English law.

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## 9 Termination

9.1 Each party shall be entitled to terminate the Agreement forthwith by notice in writing to the other if:

9.11 the other commits an irremediable breach of the Agreement, persistently repeats a remediable breach or commits any remediable breach

and fails to remedy it within 30 days of receipt of notice of the breach requiring remedy of the same; or

9.12 the other makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes

subject to an administration order or goes into liquidation (otherwise than for the purposes of solvent amalgamation or reconstruction) or is subject to

any similar process in the UK or any other jurisdiction.

9.13 The Buyer may terminate the Agreement at any time provided that it

fully indemnifies and holds EEC LTD harmless against any loss, damage, cost

or expense suffered or incurred by EEC LTD in relation to the Agreement.

9.14 If EEC LTD cannot meet the agreed delivery/fitment timescales as defined in the sales agreement, the buyer has the right to cancel the order with full refund of any monies paid

9.15 In the event of the buyer ordering multiples of one specific part to be called off, if the buyer has issues under the warranty clause 7 at the point of initial installation the buyer can cancel the remainder of order for that specific part only

9.16 Stock item orders may be cancelled with a handling fee of 15% but may have volume restrictions.

Terms of cancellation for non stock items will need to be negotiated dependent on volume and items ordered.

## 10 General

10.1 Each Agreement contains all the terms agreed by the parties in relation to its subject matter and supersedes all prior agreements, understandings and arrangements whether oral, in writing or arising from a

course of dealing.

10.2 EEC LTD may make changes to these Conditions from time to time. Save as provided in clause 1.3 above, no change will apply to those Agreements entered into by the Buyer before the date of the change unless it

is made in writing and signed by Buyer. The Buyer is reminded of the need to

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periodically check these Conditions for changes.

10.3 The Buyer may not transfer, assign or otherwise part with any Agreement, whether in whole or in part, without EEC LTD's prior written permission.

10.4 EEC LTD will not be liable for any failure to comply with its obligations under any Agreement to the extent that such failure results from circumstances beyond EEC LTD's reasonable control.

10.5 The remedies available to the parties under each Agreement will not limit or exclude any other rights that either party may have against the other.

10.6 Neither parties failure to enforce or rely on or delay in enforcing or relying on any right that it may have under an Agreement will prevent that party from later enforcing or relying upon that or any other right.

10.7 If a court or other regulatory body finds that any part of an Agreement is invalid or unenforceable, the remainder of that Agreement and any other Agreement shall not be affected and shall be construed as if the invalid or unenforceable part did not exist.

10.8 Any notice to be given or made under any Agreement shall be made in writing and sent by first class pre-paid post to the recipient's address detailed in the Order Acknowledgement (or as may be notified to the other party in accordance with this clause 12.8 from time to time) and shall be deemed to have been served on the second day following the date of posting.

10.9 Nothing in the Agreement shall confer any rights upon any person who is not a party to it, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

10.10 These Conditions and the Agreement shall be governed by and construed in accordance with the English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

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