

## Dometic UK Awnings Limited Conditions of Sale

### General

1. The conditions: Dometic UK Awnings Limited is called 'the Company' and any individual, firm, company or other party with whom the Company contracts is called 'the customer'.
2. 'Goods' means the goods which are to be supplied by the Company pursuant to the contract (as herein after defined).
3. Any quotation or price list given by the Company is an invitation to the customer to make an offer only and no order of the customer placed with the Company in pursuance of a quotation price list or otherwise shall be binding on the Company unless and until it is accepted by the Company.
4. Any contract between the Company and the customer ('the contract') shall represent the entire understanding between the Company and the customer and shall supersede any other agreements, statements or representations whether oral or written, made or given prior to the formation of the contract save only such modifications of these conditions as are made in writing referring to these conditions and signed by a duly authorised representative of the Company.
5. Unless it is a term of the contract that the price quoted by the Company shall remain fixed, the price shall be that ruling at the date of despatch of the goods.
6. Prices are exclusive of Value Added Tax and any other taxes or duties which may from time to time be payable in relation to the goods. Such taxes and duties will be added to the price of the goods at the appropriate rates in force on the date of supply.
7. All weights, dimensions, capacities, quantities and any other data supplied by the Company which relates to the goods are approximate only. The Company reserves the right to make any adjustments and improvements to the goods that it deems necessary.
8. Where goods are delivered by instalments each such instalment shall be deemed to be sold or supplied under a separate contract to which these conditions shall apply (mutatis mutandis) and save as provided in Conditions 1, 2 and 43 hereof no default in respect of any one instalment shall affect or prejudice due performance of the contract as regards any other instalment.
9. The Company reserves the right to correct any clerical or typographical errors made by its employees or agents at any time.

### Despatch and Delivery

10. Whilst the Company has every intention of complying with any date or dates for despatch or delivery of the goods stated in the contract, such date or dates shall constitute only statements of expectation and shall not be binding. If the Company fails to despatch or deliver goods by such date or dates, such failure shall not constitute a breach of the contract and the customer shall not be entitled to treat the contract as thereby repudiated or to rescind it or any related contract in whole or in part or to claim compensation for such failure or for any consequential loss or damage resulting there from.
11. The Company reserves the right to supply part quantities of an order as and when the goods are available and further reserves the right to deliver balances at a later date.
12. Except where the customer collects the goods from the Company's premises, when delivery shall be at the customer's premises, delivery shall be to the customer's premises by the means most convenient to the Company unless sold ex-warehouse or other terms.
13. Notwithstanding delivery, the property in a title to the goods shall not pass to the customer except as stated in conditions 29-35 hereof.
14. Carriage will be paid by the Company on all consignments of £500 value (excluding Value Added Tax and all other taxes and duties payable in relation to the goods) and over where delivery is to the customer's premises within England, Scotland and Wales. For delivery offshore, the Company may make an additional charge. Carriage will be charged to the customer on all other consignments.
15. The off-loading of the goods from the delivery vehicles shall be arranged by the customer and performed at their sole expense and risk.

### Claims

16. The Company is not liable for any shortages unless advised by the customer in writing within three days of delivery and the customer has signed the proof of delivery note indicating the amount of shortages.
17. The Company will only accept a claim for breakages if advised in writing by the customer within three days of delivery.

### Risk

18. After delivery of the goods to the customer such goods shall be at the customer's sole risk.
19. The customer shall keep the goods fully insured until such time as title to the goods passes to the customer.

### Guarantee

20. In the event of any breach by the Company of any obligation it may have in respect of any goods supplied pursuant to the contract under the provisions of Section 14 of the Sale of Goods Act 1979, the Company undertakes to repair or if the Company so desires, replace, free of charge, any such goods, provided that they are returned by the customer, carriage paid, to the Company's premises. It is a condition precedent of this undertaking that the customer shall:
  21. Give immediate notice in writing to the Company of any alleged defect in the goods and
  22. Allow the Company reasonable opportunity to inspect such goods at the customer's premises prior to returning them to the Company.
23. Written authorisation for the goods to be returned must be obtained by the Company before return.
24. Goods returned without good reason will be subject to a 15% handling charge. Furthermore, the Company reserves the right to levy a re-warehousing charge of 15% at its discretion (or substantially more if the goods or their packaging are marked or damaged in any way). When goods are returned to the Company, they must be in 'as new' condition in full packs, without customer price tags, etc.
25. All returned goods must be clearly labelled (without damaging the product or packaging) with the customer's name, item description and reason for return. Goods returned without full details may not be processed.
26. Carriage on returned goods is the liability of the customer unless returned on the Company's own transport.

### Liability

27. Subject to conditions 20-26 above, in the event of the customer suffering loss due to any act, omission, neglect or default (whether or not the same constitutes a fundamental breach of the contract or the breach of a fundamental term thereof) the Company, its employees or agents in the performance of the contract, including without limitation to the generality of the foregoing breach of any express or implied obligation which it might have under section 13, 14 or 15 of the Sale of Goods Act 1979 or the Consumer Protection Act 1987, the customer shall not be entitled to rescind the contract. The liability of the Company in respect of such act, omission, neglect, default or breach shall be limited to the price of the goods. The subject matter of the claim or claims shall not include liability for any indirect or consequential loss, loss of profits or damages payable to a third party.
28. The customer shall indemnify the Company against any claim made against the Company for a sum in excess of the contract price of the goods, the subject of the claim or claims in respect of injury to any person or damage to any property arising from any defect in the goods or anything done or omitted to be done in the delivery thereof to the customer where such delivery is to be effected by the Company including any such injury or damage caused by the negligence of the Company, its employees or agents or the manufacturer of any goods.

### Title

29. Title to and property in the goods shall remain vested in the Company (notwithstanding the delivery of possession of the same and the passing of the risk therein to the customer) until the price of the goods comprised in the contract and all other money due from the customer to the Company under the contract, any other contract or otherwise howsoever has been paid or satisfied in full.
30. Until title to and property in the goods has passed to the customer, as aforesaid the following provisions shall apply:

31. The Company may at any time without prior notice to the customer, repossess and re-sell the goods title to and property in which remains vested in the Company if any of the events specified in conditions 36-40 hereof shall occur of if any sum owed by the customer to the Company under the contract, any other contract or otherwise howsoever is not paid on the due date. For the purpose of exercising its rights under this paragraph, the Company, its employees or agents together with all vehicles, equipment and plant considered by the Company to be necessary, shall be entitled at any time without prior notice to the customer to free and unrestricted entry upon the customer's premises and/or all other locations where any of the goods are situated.
32. The customer shall store the goods in a proper manner without charge to the Company and ensure that they are quite clearly identified as belonging to the Company. Without prejudice to paragraph 31, the Company shall be entitled to examine the goods in storage at any time during normal business hours and upon giving reasonable notice of its intention to do so.
33. The rights and remedies conferred upon the Company by conditions 34 and 35 are in addition to and shall not in any way prejudice, limit or restrict any other rights or remedies of the Company under the contract.
34. The customer shall not be entitled to any lien on any of the goods whether the lien is claimed in relation to the contract, any other contract or otherwise howsoever.
35. Unless otherwise agreed in writing, the customer shall not be entitled to set-off against any monies due to the Company under the contract, any amount claimed by or due to the customer from the Company whether pursuant to the contract or otherwise howsoever.

### Insolvency and Breach of Contract

36. If any of the following events occur, are threatened or in the opinion of the Company are reasonably likely to occur:
  37. Any sum owed by the customer to the company under the contract or otherwise howsoever is not paid on the due date.
  38. The customer shall commit any breach of the contract and shall fail to remedy such breach (if capable of remedy) within a period of thirty days from receipt of notice in writing from the Company requiring such breach to be remedied; or
  39. Any distress or execution is levied upon any of the goods or property of the customer; or
  40. An interim order is made or voluntary arrangements approved or a petition for a bankruptcy order is presented or a bankruptcy order is made against the customer (or where the customer is a partnership the estate of any partner thereof) or (a trustee is appointed to the customer's estate) or (where the customer is a partnership, the estate of any partner thereof) or (the customer being a company) a voluntary arrangement is approved or an administration order is made or a receiver or administrative receiver is appointed to any of the customer's assets or an undertaking or a resolution or a petition to wind up the customer is passed or presented (otherwise than for the purposes of reconstruction or amalgamation without solvency and previously approved in writing by the company) or if any circumstances arise which entitle the court or a creditor to appoint a receiver or an administrative receiver to any of the customer's assets or an undertaking or a resolution or petition to wind up the customer is passed or presented (otherwise than for the purposes of reconstruction or amalgamation without solvency and previously approved in writing by the Company) or if any circumstances arise which entitle the court or a creditor to appoint a receiver or an administrative receiver is appointed to present a winding up petition or make a winding up order. The customer's authority to sell goods, property in and title to which is vested in the Company shall cease and the Company, shall thereupon be entitled without prejudice to its other right forthwith to suspend further performance of the contract and of any other contract between the Company and the customer (including without limitation to the generality of the foregoing all warranties given by the Company to the customer in relation to any goods supplied by the Company to the customer) until default has been made good or to determine the contract or any other contract between the Company and the customer or any unfulfilled part thereof or at the Company's option to make partial supplies of goods. Notwithstanding any such termination, the customer shall pay the Company at the contract rate for all goods delivered up to and including the date of termination and shall in addition indemnify the Company against any loss, damage or expense incurred by the Company in connection with the said termination and the non-performance or partial non-performance of the contract including any loss of profit.

### References

41. The Company shall be entitled at any stage to request the customer to provide credit references (which unless otherwise stated shall be one bank reference and two trade references). In the event that such references are not provided within fourteen days or if the Company is not, in its absolute discretion, satisfied with or by such references as are provided, the Company shall be entitled to terminate the contract and all other contracts between the Company and the customer forthwith and the customer shall be obliged to pay all sums due to the Company pursuant to the contract and such contracts forthwith and to reimburse the Company for all losses and expenses incurred by the Company as a result of such termination.

### Accounts

42. Accounts shall be paid not later than thirty days from the date of invoice. The Company reserves the right to charge interest at the rate of 4% per annum above the Bank of England base rate from time to time in respect of any unpaid overdue accounts. Any settlement discount can only be deducted if all previous, current and overdue invoices have been paid.
43. Where goods are delivered by instalments, the customer shall be obliged to pay for each instalment upon the terms set out in paragraph 42 of this condition.
44. The time stipulated for payment shall be of the essence of the contract.
45. The Company reserves the right to withhold delivery of any order or part order where the Company has bona fide doubts as to the financial standing of the customer or where the customer has failed to comply with payment terms which were the subject of previous contracts.
46. Every time a cheque fails to clear the customer's bank on presentation, the Company will separately surcharge the customer's account with £20.00.
47. We require payment to terms. Payment must be made on time, in full and without any deduction, set off or counterclaim. In the event that an account is outstanding, we will refer the matter to our debt collection agents. This will incur costs of at least 15% plus VAT. Any costs incurred to collect the debt will be added to the debt, plus VAT at the prevailing rate. You agree that you will be legally liable to pay us that surcharge and that payment of the same can be enforced against you in court. You also agree to pay interest at the relevant reference rate provided for under the Late Payment of Commercial Debts (Interest) Act 1998, which interest is payable both after and before any judgment of the court and continues to accrue.

### Force Majeure

48. The Company will make every effort to carry out the contract in accordance with its terms but the Company shall not have any liability to the customer for any direct or consequential loss or damage suffered by the customer as a result of the customer's failure to perform its obligations under the contract which was due to any circumstances beyond the Company's reasonable control including, without prejudice to the generality of the foregoing, strike lock-outs or other industrial disputes, difficulties in obtaining goods, materials, labour or power, inclement weather, flood, drought, fire, breakdown or failure of machinery, war, riot, act or omission (including legislation) of any government, organ of the European Community, local or other authority.
49. If the customer cancels an order in whole or part at any time, the customer shall be liable to pay to the Company as liquidated damages such an amount as the Company shall reasonable estimate to represent its loss (including loss of profit) in consequence of such cancellation.

### Waivers

50. The rights and remedies of the Company under the contract shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time by the Company in asserting or exercising any such rights or remedies.

### Servance

51. If at any time any of the conditions, restrictions or exclusions herein are adjudged to be void but would be valid if part of the wording thereof were deleted, the said conditions, restrictions or exclusions shall apply with such modifications as may be necessary to make them valid and effective and the validity and/or enforceability of the remaining provisions of these conditions shall not in any way be effected or impaired by any such modifications.
52. These conditions and each and every contract made pursuant to these conditions shall be governed by and constituted in all respects in accordance with the laws of England and Wales and the Company and the customer hereby irrevocably submit to the exclusive jurisdiction of the English law.