

HOLT JCB LIMITED

TERMS AND CONDITIONS OF SALE - SUPPLY OF SPARE PARTS, SERVICES AND REPAIR

These Terms and Conditions of Supply ("**Terms**") will apply to any contract between us for the supply of spare parts, services or repair ("**Contract**"). Please read these Terms carefully and make sure that you understand them, before placing an order to purchase spare parts, services or repair work from Us in relation to your specific vehicle, equipment or machine ("**Machine**").

1. Information About Us

1.1 We are Holt JCB Limited trading as "**Holt JCB**" a company registered in England and Wales with company number 02199217 and with our registered office at Third Way, Avonmouth, Bristol BS11 9ZG ("**We**", "**Us**", "**Our**").

2. Basis of Contract

2.1 When you advise us, whether through our website, by telephone, email or in person at our depot, that you wish to purchase any spare parts ("**Goods**") or servicing and/or repairs ("**Services**") from Us following Our having provided you with a quotation to provide such Goods or Services, you are making an offer to Us for the purchase of the Goods and/or Services, subject to these Terms.

2.2 We will confirm that We accept your offer:

- (a) for offers placed through Our website or by email, by sending you an email or text message confirming acceptance;
 - (b) for offers placed over the telephone or in person, by verbally confirming acceptance or by sending you an email or text message confirming acceptance;
- referred to in each case as the "**Order**".

2.3 These Terms and Conditions will become binding on you when:

- (a) We provide you with a written or verbal confirmation of the Order;
 - (b) you make payment of all or any part of the price to Us; or
 - (c) We commence processing of the Order;
- whichever is the earlier, at which point a "**Contract**" shall come into existence between you and Us.

2.4 If We are unable to provide any Services or Goods, for example because We cannot meet your timescale to perform the Services or, in relation to Goods, because they are no longer available, or where We are unable for any reason to provide the Services, We will inform you of this and We will not process your Order. If you have already paid the price, We will refund you the full amount as soon as possible.

2.5 If, once We have accepted your Order, you wish to make a change to the Goods or Services you may request this either in writing or verbally followed by confirmation of your request in writing. Any requested changes to the Order will be at Our sole discretion and We reserve the right to change the price or charge you for any additional costs resulting from changes We make to the Order at your request.

3. Price of Goods and Services

3.1 The price of the applicable Goods and/or Services will be as quoted to you verbally, or otherwise notified to you in writing, if requested.

3.2 Where no price has been quoted, this will be calculated using Our current retail pricing of both Goods and Services. The labour element of Services is charged on an hourly rate basis using actual hours incurred in performing the Services.

3.3 VAT will be payable by you at the applicable current rate chargeable in the United Kingdom at the time of invoicing.

3.4 Where We have agreed to supply Goods as part of your Order and this is conditional on you providing Us with the Displaced Parts which are replaced by the Goods

("Displaced Parts") We reserve the right to charge you a surcharge in addition to the price as an additional cost until We receive the parts you are providing to Us. This surcharge will be refunded upon our receipt of the Displaced Parts in accordance with Condition 6.2.

3.5 Where We are required to undertake any Services over and above those set out in our Order due to your default, including but not limited to a lack of or incomplete instructions, or as a result of the need for additional work becoming apparent during the course of Us providing the Services, We reserve the right to charge you for any such additional Services.

4. Payment & Title

4.1 Where you have applied for, and We have opened, a credit account, payment is due in cleared funds no later than the 25th of the month following the month of invoice.

4.2 Where no credit account exists, payment is due in cleared funds when:

- (a) you collect your Machine or the Goods from Our premises; or
- (b) when We despatch the Goods; or
- (c) when We inform you that the Services have been completed (where Services are undertaken away from Our premises) ("**Due Date**").

4.3 If you do not make payment to Us in cleared funds by the Due Date We may charge you interest on the price at the statutory rate above the base lending rate of the Bank of England from time to time.

4.4 Title in any Goods, including where fitted to a Machine as part of undertaking Services, does not pass to you until payment has been received in full by Us in cleared funds.

5. Delivery (Goods) & Risk

5.1 Goods will be deemed to be delivered at the point of receipt by you from Our delivery partners or upon collection by you from Us. Where goods have been fitted as part of carrying out Services, delivery will be deemed to be at the point of fitting to the machine.

5.2 Risk in the Goods will pass to you at the point of delivery.

6. Your Obligations

6.1 By entering into the Contract with Us you agree that you will:

- (a) co-operate with Us and provide Us with any information We may request in order to perform Our obligations under the Contract;
- (b) remove all valuables and personal belongings from any Machine left with Us for Services; and

6.2 Where We have agreed to supply Goods as part of your Order and this is conditional on you providing Us with the Displaced Parts (as defined in Condition 3.4), you agree that you will deliver the Displaced Parts to Us within 7 days of Our delivery of the Goods and/or Services. We will not refund the surcharge until the Displaced Parts have been returned, and in the event that they are returned more than 7 days after Our delivery of the Goods and/or Services We reserve the right not to refund the surcharge.

7. Warranty

7.1 We will pass on the benefit of any guarantee or warranty given by the manufacturer of any Goods supplied (whether as a supply of Goods or as part of the Services) which we be for a minimum of 6 months (where Goods only are supplied) and 12 months (where fitted by Us when undertaking Services).

7.2 Where any valid claim in respect of the Goods and/or Services is made by you, We shall be entitled at Our option to:

- (a) where the claim is in respect of Goods, replace or repair the Goods at Our cost;
- (b) where the claim is in respect of Services, reperform the Services where found not to conform to warranty at Our cost; or at Our sole discretion, refund to you the price (or a

proportionate part of the price) of the Services found not to conform to warranty, and subject to Condition 9 We shall have no further liability to you.

8. Your Rights of Cancellation

8.1 You can cancel your Contract with Us at any point:

- (a) before you collect any Goods; or
- (b) before We commence performance of the Services.

8.2 If you wish to cancel the Contract in relation to the provision of any Services, you cannot do so if We have completed the Services. If you cancel after We have started the Services, you must pay Us for the Services provided up until the time you tell Us that you have changed your mind and cancelled the Contract.

8.3 If your Order includes Goods which We have had to order specifically for you We reserve the right to charge a reasonable fee to cover Our administrative costs in ordering the Goods for you and returning them to the manufacturer.

9. Our Liability to You

9.1 Nothing in these Conditions shall limit or exclude Our liability for:

- (a) death or personal injury caused by Our negligence, or the negligence of Our employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- (d) defective products under the Consumer Protection Act 1987.

9.2 Subject to clause 9.1:

(a) We shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract (including any losses that may result from Our deliberate personal repudiatory breach of the Contract); and

(b) Our total liability to the you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, including losses caused by Our deliberate personal repudiatory breach shall not exceed the price of the Goods or Services.

9.3 Subject to as expressly provided in these Terms, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

10. Force Majeure

We shall not be liable for any failure or delay in performing Our obligations under the Contract to the extent that such failure or delay is caused by a force majeure event.

11. General

11.1 Assignment and subcontracting – We may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of Our rights or obligations under the Contract. You may not assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under the Contract without Our prior written consent.

11.2 Severance - If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

11.3 Waiver - No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.

11.4 Third party rights - A person who is not a party to the Contract shall not have any rights under or in connection with it.

11.5 Variation - Except as set out in these Terms, any variation to the Contract, including the introduction of any additional terms & conditions, shall only be binding when agreed in writing and signed by Us.

11.6 Governing law and jurisdiction - The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.