

EQUISPORT HORSEBOXES LTD – Terms and Conditions of Sale

Definitions:

Seller : Equisport Horseboxes Ltd

Buyer: the person or firm who purchases the Goods from EQUISPORT HORSEBOXES LTD

Contract: the contract between EQUISPORT HORSEBOXES LTD and the Buyer for the sale and purchase of Goods in accordance with the terms and conditions set out in this document.

Goods: the vehicle or trailer (or any parts) set out in the Order.

Order: the Buyer's order for the Goods as set out in the purchase order form overleaf.

1. PREVAILING CONDITIONS

The Contract between EQUISPORT HORSEBOXES LTD and the Buyer constitutes the entire agreement between the parties. The Buyer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Seller which is not set out in the Contract.

2. ACCEPTANCE

No Contract will be created between EQUISPORT HORSEBOXES LTD and the Buyer until EQUISPORT HORSEBOXES LTD has dispatched written confirmation of its acceptance of the Buyer's order. Quotations issued by EQUISPORT HORSEBOXES LTD are not offers capable of acceptance so as to make a binding Contract.

3. ORDERS AND SPECIFICATIONS

3.1 The Goods are described in the Buyer's Order overleaf.

3.2 EQUISPORT HORSEBOXES LTD reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

3.3 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in writing by the Seller's authorised representative signing the order form.

3.4 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

3.5 The quantity, quality and description of the Goods and any specification for them shall be as set out in the Seller's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller).

3.6 If the Goods are to be manufactured or any process is to be applied to the Buyer shall indemnify the Seller against all loss, damage, costs and expenses awarded against or incurred by the Seller in connection with, or paid or agreed to be paid by the Seller in settlement of, any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results in the Seller's use of the Buyer's specification.

3.7 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or E.U. requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.

3.8 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

4. DELIVERY

4.1 Delivery of the Goods shall be made by the Buyer collecting the Goods from EQUISPORT HORSEBOXES LTD premises within 14 days of EQUISPORT HORSEBOXES LTD notifying the Buyer that the Goods are ready for collection. The Goods will be delivered to the Customer only where agreed by EQUISPORT HORSEBOXES LTD and at the Buyer's cost.

4.2 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. EQUISPORT HORSEBOXES LTD shall not be liable for any delay caused by an event outside of its control. In the event of such a delay, EQUISPORT HORSEBOXES LTD shall notify the Buyer and agree an alternative date.

4.3 If 14 days after the day on which EQUISPORT HORSEBOXES LTD notified the Buyer that the Goods were ready for delivery the Buyer has not accepted delivery of them,, EQUISPORT HORSEBOXES LTD may give notice cancelling the Contract and any sums paid by the Buyer shall be returned less a sum equivalent to a reasonable administration fee, any damages, loss or expenses which EQUISPORT HORSEBOXES LTD may have suffered or incurred by reason of the Buyer's default.

5. WARRANTY

5.1 EQUISPORT HORSEBOXES LTD shall, where possible, ensure that the unexpired portion of the manufacturer's warranty (if any) is transferred to the Buyer.

5.2 EQUISPORT HORSEBOXES LTD will, subject to the terms of this clause, repair, free of charge as to parts and labour, any major defect in the Goods which becomes apparent within 3 months of delivery, providing the Goods are returned to EQUISPORT HORSEBOXES LTD premises (or a workshop approved by EQUISPORT HORSEBOXES LTD) within that period of time and the Goods have not been used for purposes.

5.3 The Buyer shall give written notice to EQUISPORT HORSEBOXES LTD of any defect in the Goods within a reasonable time of discovery (and in any event within 3 months of delivery). EQUISPORT HORSEBOXES LTD shall, subject to its own inspection, and at its sole option and discretion, repair any defective Goods (or the part in question). The Buyer acknowledges that EQUISPORT HORSEBOXES LTD acts as an agent and is not in a position to issue a refund.

5.4 The Buyer acknowledges that the Goods are sold subject to such wear and tear as is reasonable for a vehicle of its age, type, usage and mileage.

5.5 This warranty given by EQUISPORT HORSEBOXES LTD shall not be extended under any circumstances.

6. LIABILITY

6.1 Nothing in these conditions shall limit or exclude EQUISPORT HORSEBOXES LTD liability for (a) death or personal injury arising from its negligence or the negligence of its employees, agent or sub-contractors; (b) fraud or fraudulent misrepresentation; or (c) any other liability which cannot be restricted, excluded or limited by law.

6.2. Subject to condition 6.1: (a) EQUISPORT HORSEBOXES LTD does not sell the Goods subject to any implied warranty or condition or any duty at common law, statute or otherwise, and all such warranties and conditions are hereby expressly excluded to the fullest extent permitted by law, save that EQUISPORT HORSEBOXES LTD warrants that the goods shall conform with their description on the Order; (b) EQUISPORT HORSEBOXES LTD does not sell the goods subject to any warranty or condition concerning the fitness of the Goods for a particular purpose; (c) EQUISPORT HORSEBOXES LTD shall under no circumstances whatever be liable to the Buyer, 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; and (d) EQUISPORT HORSEBOXES LTD total liability to the Buyer in respect of all other losses arising under or in connection with any this Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the purchase price of the Goods.

6.3 In particular, EQUISPORT HORSEBOXES LTD shall not be liable for any loss or damage suffered whatsoever as a result of (a) any inaccuracies shown in vehicle odometers; (b) animals that panic or misbehave or jump breast bars during transit or whilst inside the Goods; (c) any design or manufacturing faults in the Goods; (d) driver errors; (e) recovery costs; (f) Goods that are loaded over the maximum permitted gross vehicle weight; (g) the driver's failure to hold the correct licence for the Goods; (h) the driver's failure to check oil, water, vehicle lights and air lines

prior to commencing any journey; (i) deterioration, manufacture faults, or any other failure following expiry of the 3 month warranty period; (j) any person standing behind the Goods' ramp whilst in operation; (k) any inaccuracies published on EQUISPORT HORSEBOXES LTD website; or (l) any person's failure to ensure they fully understand the Goods' equipment and functions.

7. TITLE AND RISK

7.1 EQUISPORT HORSEBOXES LTD acts as an agent on behalf of clients whilst sourcing suitable vehicles, EQUISPORT HORSEBOXES LTD cannot be held responsible for any missed defects, vehicles upon completion of conversion shall come with an MOT and be road worthy, (see 5.3 warranty)

7.2 The risk of the Goods shall pass to the Buyer on completion of delivery.

7.3 Title to the Goods shall not pass to the Buyer until payment in full for the Goods has been received.

8. PRICE AND PAYMENT

8.1 The price of the Goods shall be the price set out in the Order, including where applicable, VAT and delivery.

8.2 Payment for the Goods is payable prior to the delivery of the Goods and within 2 days of EQUISPORT HORSEBOXES LTD notifying that the Goods are ready for collection.

8.3 If payment is to be made by cheque, the Buyer must notify EQUISPORT HORSEBOXES LTD and the cheque must be paid to EQUISPORT HORSEBOXES LTD at least 5 banking days in advance of delivery.

8.4 Where payment is delayed beyond the date specified for payment pursuant to condition 8.2, EQUISPORT HORSEBOXES LTD may give notice cancelling the Contract in accordance with clause 4.3.

8.5 Time of payment shall be of the essence.

8.6 EQUISPORT HORSEBOXES LTD operate a scheme which the customer is required to purchase the vehicle as stage 1, and the conversion paid as stage 2. (V5 is automatically given to the customer by the DVLA) Payment of stage 1 is binding into an order with EQUISPORT HORSEBOXES LTD

9. TERMINATION

8.1 EQUISPORT HORSEBOXES LTD may terminate the Contract with immediate effect by giving written notice to the Buyer if:

- (a) the Buyer fails to make any payment which has become due under the terms of this Contract;
- (b) the Buyer fails to accept delivery of the Goods in accordance with clause 4.1;
- (c) the Buyer is unable to pay its debts as they fall due or admits inability to pay its debts, or is deemed unable to pay its debts within the meaning section 123 of the Insolvency Act 1986;
- (d) the Buyer compounds or makes any voluntary arrangement with its creditors or an application is made to court or an order is made for the appointment of an administrator or (being an individual or firm) becomes the subject of a bankruptcy petition or (being a company) goes into liquidation (otherwise for the purposes of amalgamation or reconstruction);
- (e) a receiver is appointed over any of the property or assets of the Buyer;
- (f) The Buyer ceases or threatens to cease to carry on business; or
- (g) EQUISPORT HORSEBOXES LTD reasonably apprehends that any of the events mentioned above are about to occur in relation to the Buyer and notifies the Buyer accordingly.

8.2 If any of the provisions of this Clause applies then (without prejudice to any other right or remedy available to EQUISPORT HORSEBOXES LTD) EQUISPORT HORSEBOXES LTD shall be entitled to cancel this Contract or suspend delivery under this Contract and forfeit any deposit paid by the Buyer without any liability to the Buyer and if any goods have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement to the contrary.

9. Personal Data

9.1 Any disclosure of personal information shall be held and used in accordance with the Data Protection Act 1998.

9.2 The Buyer consents to such data being kept and used for purposes such as informing the Buyer of offers.

10. NOTICES

10.1 Any notice given to a party under or in connection with this Contract shall be in writing, addressed to that party at the address shown on the Order and shall be delivered personally,

sent by pre-paid first class post or other next working day delivery service, commercial courier or e-mail.

10.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second business day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one business day after transmission.

11. SEVERANCE

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this condition 11 shall not affect the validity and enforceability of the rest of the contract.

12. 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 prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

13. THIRD PARTY RIGHTS

A person who is not a party to the contract shall not have any rights to enforce its terms.

14. GOVERNING LAW

This Contract shall be governed by English law and any dispute or claim arising out of or in connection with it shall be governed by, and construed in accordance with the law of England and Wales.

15. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have the exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract.

16. DISTANCE SELLING CLAUSE

These orders fall outside the Distance selling regulations (2000) which states that personalised goods or goods made to a consumer's specification are exempt. Vehicles are purchased and modified to your exact specifications and therefore cannot be cancelled once we have accepted your order. This is from the Date of stage 1 payment (vehicle purchase)

17. INSPECTION

Customers may conduct their own inspection or an independent inspection before purchase of vehicle

10. PERSONAL DATA

9.1 Any disclosure of personal information shall be held and used in accordance with the Data Protection Act 1998.

9.2 The Buyer consents to such data being kept and used for purposes such as informing the Buyer of offers.