

"AVS" means AVS Steps Ltd, a company registered in England and Wales under company number [3973828 and whose registered office is situated at Mereside Industrial Park, Fenns Bank, Whitchurch, SY13 3PA, United Kingdom of Great Britain and N.Ireland.

### 1. Prevailing Conditions

- (a) All orders are accepted only upon these Conditions which shall override any terms or conditions howsoever incorporated or referred to by the Buyer.
  - (b) No alteration or addition to these Conditions shall be incorporated into this Agreement unless expressly accepted by an authorised representative of the Seller in writing.
  - (c) These Conditions constitute all the terms of the Agreement between the parties and no other terms or conditions shall apply whether oral or in any separate order, confirmation or otherwise and any statutory or other condition is hereby excluded.
  - (d) All quotations and tenders are subject to withdrawal or amendment at any time prior to the Seller's acceptance of the Buyer's order.
  - (e) The Buyer's order will only be accepted by the Seller [how?] [by the issue of our written acknowledgement of order form] and on the condition that these Conditions apply to that and any subsequent order placed by the Buyer
  - (f) The Seller shall not be bound by any clerical or arithmetical errors in any price list invoice statement quotation or other documentation whatsoever.
2. All price lists and invoices issued by AVS have a copy of the conditions of sale on the reverse. The placing of an order with AVS shall indicate acceptance of these conditions of sale. All goods are sold and despatched on this basis. Copies of the conditions of sale are available from AVS.
  3. Prices unless stated exclude VAT. Prices unless stated exclude delivery and packing charges. Price for electric step includes rocker switch control and internal micro switch as standard. Delivery is usually ex-stock but due to demand some models may take longer. Time is not of the essence in relation to delivery. All fitting kits are complete with fittings and instructions.
  4. A 12 month return to base warranty from date of despatch from AVS applies on a return to factory basis on all AVS steps. Conditions of warranty require the step to be removed and returned to AVS for rectification at the Buyer's cost. The AVS product serial no. must be provided before any warranty claim can be considered. Abuse or damage or lack of maintenance (determined by AVS in our absolute discretion) will render the warranty cover invalid. Any product returned for repair having, in the opinion of AVS suffered abuse or misuse may be subject to additional charges. Costs incurred as a result of damage or by lack of general maintenance will not be accepted by AVS. No liability for any costs incurred by or for the Buyer without advance written permission being given by AVS will be accepted. No liability for any costs will be accepted without an order number from AVS.

### AVS Terms and Conditions of Warranty

To be read in conjunction with AVS Conditions of Sale as revised August 2009 and Jan 2011:

- 4.1 Subject to conditions 5 and 6:-
  - (a) AVS warrants to the Buyer that the goods shall be free from defects of workmanship and materials;
  - (b) AVS undertakes, at its option (subject to referral back to paragraph 4 of the Terms and Conditions of Sale as revised August 2009, in the event of any disagreement with the warranty process as set out in 4.1 to 4.3, or its administration), to repair or replace goods (other than consumable items) which are found to be defective as a result of faulty materials or workmanship within the warranty period from the earlier of the date of registration of a vehicle on the road ("OTR Date") or receipt by AVS of the warranty registration card, supplied by AVS when the goods were sold ("Registration Card"). Where goods are supplied for use in pre-used vehicles the Warranty Period shall be 1 year from the earlier of receipt by AVS of the Registration Card or, failing receipt of the Registration Card, 1 year from the date of despatch of the goods to the Buyer. The warranty period may vary and you should consult your sales invoice or supplier's documentation.
  - (c) any new goods shall be under warranty for 1 year from the date of despatch subject to satisfactory installation.
  - (d) any re-conditioned goods shall be under warranty for 3 months from the date of despatch subject to satisfactory installation.
  - (e) AVS is not responsible for any un-authorised costs, any loss of earnings, or any secondary costs of any kind resulting from any warranty claim or defect claimed by the Buyer.
  - 4.2 AVS shall not be liable for a breach of the warranty contained in condition 4 unless:-
  - (a) the Buyer gives notice of the defect to AVS including details of the serial number of the relevant goods within 7 days of the time when the Buyer discovers or ought to have discovered the defect; and
  - (b) after receiving such notice, AVS is given a reasonable opportunity of examining the goods and the Buyer (if asked to do so by AVS) returns such goods to AVS's place of business for examination at the buyer's expense.
  - (c) the Buyer produces evidence in a form satisfactory to AVS demonstrating that the goods have been serviced at no less than 6 monthly intervals by an Authorised Service Agent in accordance with the manufacturer's instructions.
  - (d) for the purposes of clause 4.2(c) satisfactory evidence of servicing shall be either:-
  - (i) the service record supplied by AVS duly signed and dated by an Authorised Service Agent; or
  - (ii) an invoice from an Authorised Service Agent specifying the date and detail of servicing carried out in respect of the Goods.
  - And an Authorised Service Agent shall include any of the following:-
  - (i) an AVS appointed service agent as directed by AVS
  - (ii) Allied Vehicles Limited ("Cab Direct");
  - (iii) the Taxi Service Centre; or
  - (iv) an authorised AVS service agent as notified by the buyer to AVS and as agreed by AVS subject to satisfactory documentary evidence.
  - 4.3 AVS shall not be liable for a breach of the warranty contained in condition 4 if:-
  - (a) any further use is made of the goods in respect of which notice has been given under condition 4.2(a); or
  - (b) the defect arises because the Buyer or any other person failed to follow AVS's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the goods; or
  - (c) the Buyer or any other person alters or repairs the relevant goods without the written consent of AVS; or
  - (d) the defect has resulted from incorrect or inappropriate adjustment to micro-switches.
  - (e) if for any reason the service agent does not complete a task within a given time, or at a given time, or is unable to due to the lack of availability of the vehicle or suitable conditions in which to work.
5. Any modification to suggested wiring diagrams or wiring faults or electrical component faults caused by or due to faulty workmanship during installation or modification of harnesses by anyone other than AVS may result in the warranty being invalidated. AVS products must not be connected to any other electrical or electronic device or power supply or electronic system without the prior agreement of AVS in writing otherwise warranty will be invalidated. Warranty will be AVS cannot be held responsible for any faults resulting from wiring connected to basic wired steps.
  6. Fitting kits are available for most vehicle types. If steps are fitted causing damage to the step case or the internal mechanism the warranty may be invalidated. Welding of any kind to the step case will invalidate the warranty. Fitting of the step at any point other than those designated by AVS may invalidate the warranty.
  7. AVS reserves the right to make any changes in the specification of the goods supplied which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the goods are to be supplied to the Buyer's specification, which do not materially affect their quality or performance.
  8. AVS's standard payment terms are pro-forma for non-account Buyers and products will not be despatched for delivery or collection without payment. Steps may be sold to other Buyers if payment is not received. Please apply for an account if required. Credit terms offered are subject to satisfactory references and credit checks being received and AVS reserve the right to refuse or withdraw account facilities. Account Buyers' payment terms are 30 days net. If payment is not received by the end of the month following date of invoice, goods will not be despatched for deliver until payment is received. Goods may not be despatched for delivery if an account is overdue or over the notified credit limit. For details of your credit limit please contact AVS. Title and ownership of all goods remain with AVS until full payment is received, as per clause 10 below. AVS reserves the right to charge interest at 2% per month on outstanding account balances. AVS reserves the right to pass on any outstanding debts to a legal debt collection agency who may then add further charges under the Late Payment of Commercial Debts (Interest) Acts. Any goods not paid for within agreed terms will not be covered by warranty.
  9. AVS reserve the right to charge a handling fee of 15% of the invoice value for returned goods, ordered incorrectly or for any other reason that goods may be returned, not as an error on the part of AVS.
  10. AVS reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the goods supplied to reflect any increase in the cost to AVS which is due to any factor beyond the control of AVS (such as, without limitation, any foreign exchange fluctuation currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the goods which are requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give AVS adequate information or instructions.
  11. All goods packed by AVS are double checked prior to despatch and are marked on the despatch label. Any shortages, damage, non-delivery must be notified in writing to AVS within 14 days of despatch. AVS reserves the right to change specification/price/conditions of sale without prior notice.
  12. If the Buyer fails to take delivery of the goods or any part of them on the delivery date and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the goods to be delivered on that date, AVS shall be entitled upon given written notice to the Buyer to store or arrange for the storage of the goods and then notwithstanding the provisions of Clause 13 of these Conditions risk in the goods shall pass to the Buyer, delivery shall be deemed to have taken place and the Buyer shall pay to AVS all costs and expenses including storage and insurance charges arising from such failure.
- ### 13. Passing of Risk and Retention of Title
- (a) Risk in the goods shall pass to the Buyer upon delivery.
  - (b) Notwithstanding the above condition the property in the goods shall remain with AVS until full payment of all monies owed to it by the Buyer for the order or orders governed by these Conditions shall have been received or until prior resale.
  - (c) Until full payment has been made the Buyer shall hold the goods only as AVS's bailee and will keep same at no cost to AVS so that they are clearly identified as belonging to AVS.
  - (d) Until such payment as aforesaid has been made the Buyer shall not remove the goods or allow them to be removed from the address to which they are delivered and shall keep the goods in good condition and shall not allow them to become the subject of any charge or lien whether by operation of law or otherwise.
  - (e) If the Buyer shall permit any judgement to be taken or levied against it or (being a corporation) go into liquidation or have a receiver approved or (being a partnership or individual) enter into any agreement with or for the benefit of its creditors or have a receiving order in bankruptcy made against it or upon any breach by the Buyer of any of its obligations under this Agreement AVS may (without prejudice to any of its other rights and remedies) by notice in writing (and shall be deemed to do so at the request of the Buyer) enter into any land or building to recover the goods and to take all necessary steps to enable AVS to recover and dispose of the goods.
- 14.1 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to AVS, AVS shall be entitled to:-
  - 14.1.1 cancel the order or suspend any further deliveries of goods to the Buyer;
  - 14.1.2 appropriate any payment made by the Buyer to such of the goods (or the goods supplied under any other contract between the Buyer and AVS) as AVS may think fit (notwithstanding any purported appropriation by the Buyer); and
  - 14.2. This condition applies if:-
  - 14.2.1 the Buyer fails to perform or observe any of its obligations hereunder or is otherwise in breach of the Contract; or
  - 14.2.2 the Buyer becomes subject to an administration order or makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation; or
  - 14.2.3 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or
  - 14.2.4 the Buyer ceases, or threatens to cease, to carry on business; or
  - 14.2.5 AVS reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.
- 14.3 If Condition 14.2 above applies then, without prejudice to any other right or remedy available to AVS, AVS shall be entitled to cancel the contract or suspend any further deliveries under the contract without any liability to the Buyer, and if the goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
  - 15.1 In the event that either party is prevented from fulfilling its obligations under this Agreement by reason of any supervening event beyond its control including but not limited to war, national emergency, flood, earthquake, strike or lockout (subject to Sub-clause 15.2) the party shall not be deemed to be in breach of its obligations under this Agreement. The party shall immediately give notice of this to the other party and must take all reasonable steps to resume performance of its obligations.

15.2 Sub-clause 15.1 shall not apply with respect to strikes and lockouts where such action has been induced by the party so incapacitated.

15.3 Each party shall be liable to pay to the other damages for any breach of this Agreement and all expenses and costs incurred by that party in enforcing its rights under this Agreement.

15.4 If and when the period of such incapacity exceeds 6 months then this Agreement shall automatically terminate unless the parties first agree otherwise in writing.

16.1 Except in respect of death or personal injury caused by AVS's negligence, AVS will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under express terms of this contract, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the AVS's servants or agents or otherwise) which arise out of or in connection with the supply of the goods.

16.2 The Buyer shall indemnify AVS against all damages, costs, claims and expenses suffered by arising from loss or damage to any equipment (including that of third parties) caused by the Buyer, or its agent or employees.

16.3 Where the Buyer consists of two or more persons such expression throughout shall mean and include such two or more persons and each or any of them. All obligations on the part of such a Buyer shall be joint and several obligations of such persons.

16.4 AVS shall not be liable to the Buyer or be deemed to be in breach of these terms and conditions by reason of any delay in performing, or any failure to perform, any of AVS's obligations if the delay or failure was due to any cause beyond the AVS's reasonable control.

17. No waiver by AVS of any breach of the contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

18. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

19. Proper Law. These conditions shall be governed by English Law and the courts of England and Wales shall have jurisdiction in any dispute between AVS and the Buyer.

AVS Products are protected by design copyright.

Revised August 2009, January 2011.

AVS is a registered trade mark.