

Trade Terms and Conditions

These conditions do not apply to the supply of goods or services to persons who are not purchasing the goods or services in the course, or for the purpose, of a trade or business ("consumers"). The statutory rights of consumers are not affected by these terms and conditions.

These Terms Apply

1.1 These terms and conditions ("conditions") shall be incorporated in all contracts for the supply of goods and/or services ("services") by Steertrak UK Ltd Limited ("us", "we" or "our"). Our full details appear at the end of these conditions.

1.2 Unless expressly agreed in writing (signed by one of our directors) between us and the party or parties with whom the contract is made ("you" or "your"), these conditions shall apply to the exclusion of any other terms and conditions, including any referred to by you. The taking of delivery of services, or acceptance of performance of the services, shall be conclusive evidence of your acceptance of these conditions. For the avoidance of doubt, our acceptance of any purchase order you issue does not extend to acceptance of any conditions referred to on that purchase order.

Authority

2.1 You shall notify us immediately:

2.1.1 if any of your employees (or former employees) cease to have authority to bind you; or

2.1.2 of any changes to such authority.

In the absence of any such notifications, we shall be entitled to rely and act on the orders and instructions of such employees or former employees as if they were made or given by you.

Charges

3.1 Our charges for services exclude VAT and all other taxes or duties, unless otherwise stated in writing.

3.2 We reserve the right to vary our charges for services at any time prior to delivery or performance of services. Any quotation we give is an estimate only of our charges for services and shall not be binding unless expressed otherwise on the quotation.

Payment and Credit Terms

4.1 Unless our invoice expressly states otherwise, all payments shall be due to us within 30 DAYS of the date of invoice. Payments shall be made in cleared funds without any discount, set-off or other deduction whatsoever.

4.2 Time of payment is of the essence and, in addition to any of our other rights, if an invoice is not paid in accordance with condition 4.1 above then:

4.2.1 interest shall be payable on any overdue amount from the date on which payment was due to the date on which it is made (whether before or after judgement), calculated on a daily basis at the annual rate of twelve (12) per cent compounded monthly; and

4.2.2 an additional administration charge at the rate we publish from time to time shall be payable in respect of the invoice; and

4.2.3 all other invoices, whether or not they are due for payment, shall become immediately due and payable.

4.3 We reserve the right to apply payments received from you:

4.3.1 first in settlement of any interest on overdue debts; then

4.3.2 on debts due, beginning with the oldest.

4.4 You shall pay, on an indemnity basis, all legal and other costs that we incur in recovering:

4.4.1 any amounts owing from you; and

4.4.2 any goods in which title has been retained by us and such costs shall be due for payment immediately on presentation of our invoice.

4.5 We shall have the right, entirely at our discretion and notwithstanding any agreement or arrangement with you or any contract which you may have with a third party, without liability to you, at any time to:

4.5.1 withdraw, reduce or otherwise limit the amount of credit granted to you (and, for the avoidance of doubt, we shall have no obligation or liability to make services to you where to do so will cause the amount of credit we have granted you to be exceeded); and/or

4.5.2 require the price or charge for any services to be paid in advance; and/or

4.5.3 refrain from the delivery or performance of services until the price or charge for the services has been paid.

4.6 In the event that we, in our reasonable opinion, consider that you:

4.6.1 have or are threatening to cease trading;

4.6.2 have or are threatening to become insolvent;

4.6.3 are otherwise unable to pay your debts then upon our written notification to you, all invoices, whether or not they are otherwise due for payment, shall immediately become due and payable.

4.7 If you dispute all or any part of an invoice then you must:

4.7.1 inform us in writing within five days of the due date for payment of the amount that is disputed and the reasons for the dispute, as well as provide us with all documentation and other information that we will require in order to enable us to consider your claim; and

4.7.2 pay any undisputed amounts or invoices in accordance with clause 4.1 failing which you will not be entitled to dispute the invoice or any part of it.

Service

5.1 If you fail to make a vehicle available for a service visit on the date and time specifically requested by you then we may, at our absolute discretion, do any of the following:

5.1.1 require you to pay the full cost of the service visit;

5.2 We will make reasonable efforts to meet any dates or times for a service visit as requested by you but:

5.2.1 we shall not be liable for any loss, damage or expense arising from any delay or failure in our service from any cause whatsoever; and

5.2.2 any such delay or failure to perform such a service shall not entitle you to repudiate any contract.

5.2.3 Our service is limited solely to the measurement and adjustment of steering and axle alignment, and their associated components. Where it is not possible to adjust a vehicle due to mechanical damage, incorrect vehicle use, substandard components or wear and tare, we will advise you accordingly during our service visit. In such circumstance we reserve the right to charge our full service cost.

Warranty

6.1 Our work is warranted for 3 months, and we will offer a free service visit if a problem is found with our workmanship.

6.1 To the extent permitted by law, all other warranties in respect of services (including, but without limitation, fitness for any particular purpose), whether express or implied, are excluded.

Claims

7.1 We shall have no liability in respect of any claim by you under these conditions in connection with any services unless:

7.1.1 when the claim is made you produce our official job sheet given to you at the time of the original service visit; and

7.1.2 you have afforded us a reasonable opportunity and facilities for the investigation of any claim and the making good of any discrepancy; and

7.1.3 the opportunity for us to investigate any claim is given (in the case of any discrepancy which is reasonably apparent on inspection) within not less than three (3) days from the date on which notice of the claim is given.

Extent of Liability

8.1 Except to the extent stated in these conditions or otherwise agreed in writing by us:

8.1.1 we shall have no obligation, duty or liability in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever under or in connection with any contract for services other than for:

8.1.1.1 death or personal injury resulting from our negligence (as defined by the Contract Terms Act 1977, section 1); or

8.1.1.2 for proven fraud on the part of our employees whilst acting in the course of their employment with us; and

8.1.2 we shall have no liability for any consequential or indirect loss or damage suffered, directly or indirectly, by you under or in connection with any contract for services, including but not limited to wasted time or expenditure, loss of profits, production, business revenue, expected savings or goodwill or any claim against you by any third party.

8.2 Our liability under or in connection with any contract for services shall in no circumstances exceed the charge for the service in respect of which the liability arises.

8.3 We shall be discharged of all liability to which these conditions apply unless (without extending statutory limitation) proceedings are commenced within twelve (12) months after you become aware (or should reasonably have become aware) of the facts giving rise to such liability.

8.4 Nothing in clauses 8.1 to 8.3 shall affect your liability to pay the charges or any other sums falling due to us under any contract.

8.5 You shall indemnify and keep us indemnified against all and any liability (without limitation) that we may have to your insurers or other third parties arising in connection with any contract for service and our performance of any contract for services.

8.6 The term "in connection with any contract for service" includes any performance or contemplated performance of the contract.

Technical Information and Advice

9.1 You undertake to comply with such instructions as may be issued by us, the manufacturer or our supplier concerning the use, precautions and other measures to be taken in respect of services that we supply.

9.2 We shall not be liable for the consequences of any incorrect use of any vehicles or poor workmanship or servicing on your part or on the part of the user or any failure by you or the user to comply with:

9.2.1 our or any vehicles manufacturer or other supplier's instructions or recalls; or

9.2.2 any law or regulation concerning the use of vehicles; or

9.2.3 any standard, industry or other generally accepted practice

Suspension and Termination

9.1 If you fail to make any payment when and as due or otherwise default on any of your obligations under any contract for services or any other agreement between you and us, we shall, without prejudice to any other remedy, be entitled, at our discretion, without liability to you, to suspend our performance of the contract or to terminate it (whether or not performance has previously been suspended)

Force Majeure

10.1 We shall not be liable for any delay or failure to perform the whole or any part of any contract resulting from any cause whatsoever beyond our reasonable control existing at the date of the contract or arising thereafter including but not limited to fire, explosion, breakdown or failure of plant or machinery, lack or failure of transportation facilities, or the supply of labour, materials or power, lack or shortage of stock or goods, adverse weather, traffic congestion or disruption, strike, lockout or labour dispute, illness or restriction of any authority or governmental agency (of whatever nature) and the time for performance shall be extended by the period of any such delay.

General

11.1 We may at our discretion sub-contract all or any of our obligations under any contract, but the contract shall not be assigned by you without our prior written consent.

11.2 The acceptance of cancellation of any contract requested by you shall be at the company's discretion and take effect only when written confirmation of such acceptance has been given by us.

11.3 You shall not use or reproduce in whole or in part any of our or our associated companies' trade marks, business or product names, logos or the like or our advertising, promotional or other material (whether over the internet or otherwise) without first obtaining our written consent and if we, in our discretion, withdraw such consent, you shall immediately cease to use the material in question.

11.4 You authorise us, and any finance company used to purchase any services, to carry out enquiries (including enquiries relating to directors and other individuals) with credit reference agencies and to disclose such information to one another. You further acknowledge that the agencies concerned may keep and share the information supplied to them with other businesses in assessing applications for credit and/or fraud prevention.

11.5 No right is granted to any third party to enforce any rights relating to the services.

Law, Jurisdiction and Construction

12.1 The contract shall be governed by English law and the parties consent to the exclusive jurisdiction of the English courts in all matters relating to and arising from the contract.

12.2 The headings if conditions are for convenience of reference only and shall not affect their interpretation.

Notices

13.1 Any notice to be given to either party shall be in writing and if sent by facsimile or electronic mail or forwarded by prepaid first class post to the receiving party at its business address as last notified in writing to the other party shall be deemed to have been given on the date of the facsimile or electronic mail transmission (if a copy is sent the same day by post), or two working days following the date of posting.

Steertrak UK Ltd Limited

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