

TERMS AND CONDITIONS OF SALE AND SERVICES

1. **Definitions**
- 1.1 "Business Day" means a day (other than a Saturday, Sunday or public holiday) when banks in England are open for business.
- 1.2 The "Customer" means the purchaser of the Goods or Services from the Seller as detailed overleaf or in the Order.
- 1.3 The "Conditions" mean the standard terms and conditions of sale and services as set out in this document as amended from time to time in accordance with clause 2.2.
- 1.4 The "Contract" means the agreement between the Seller and the Customer for the supply of Goods and/or Services in accordance with these Conditions.
- 1.5 The "DAF BodyBuilder Guidelines" mean the DAF Bodybuilder Guidelines which are published at <https://www.dafbi.com/en>.
- 1.6 The "Goods" mean any motor vehicle, parts or other products supplied by the Seller to the Customer.
- 1.7 "End User" means a customer who purchases Goods for its own use and not for the purpose of resale.
- 1.8 The "Order" means the Customer's order for the purchase of Goods and/or the Services as set out on paper, email or other medium which is acceptable to the Seller.
- 1.9 The "Seller" means Chassis-Cab Limited, a company incorporated and registered in England and Wales with company number 01638755 whose registered office is at DAF House Addison Way, Great Blakenham, Ipswich, Suffolk IP6 0RL and shall include Chassis-Cab Limited trading as Universal Garage.
- 1.10 The "Services" mean the agreed servicing and repairs to be supplied by the Seller to the Customer.
- 1.11 The "Seller's Premises" means the Seller's site which is located closest to the address of the Customer or any other place agreed between the parties in writing from time to time.
2. **Basis of Sale**
- 2.1 The Seller contracts as a principal and not as an agent of the manufacturer of the Goods and has no authority to make any representation or otherwise act on behalf of the manufacturer of the Goods.
- 2.2 Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by both parties.
- 2.3 The Contract sets out the entire agreement between the parties in connection with the sale of the Goods and/or supply of the Services as all documentation previously issued by the Seller. The Customer 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 and all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 2.4 A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 2.5 The Seller may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
- 2.6 The Customer shall not, without the prior written consent of the Seller, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.
- 2.7 A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its 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.
- 2.8 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.9 The Customer warrants that it is an End User.
3. **Agreement**
- 3.1 The Seller agrees to sell the Goods and/or supply the Services to the Customer and the Customer agrees to pay and indemnify the Seller as provided in the Conditions.
- 3.2 The Order constitutes an offer by the Customer to purchase the Goods and/or Services in accordance with these Conditions.
- 3.3 The Order is only deemed to be accepted when the Seller confirms acceptance of the Order at which point and on which date the Contract shall come into existence.
- 3.4 No Order which has been accepted by the Seller may be cancelled by the Customer except with the agreement in writing of the Seller and on terms that the Customer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and material used), damages, charges and expenses incurred by the Seller as a result of cancellation.
- 3.5 The Customer shall be responsible for ensuring the accuracy of the terms of an Order submitted to the Seller, and for giving the Seller any necessary and accurate information relating to the Goods/the Services within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.
4. **Price for Goods**
- 4.1 The price of the Goods agreed at the time the Order is placed is based upon the published recommended price of the Goods at that time, less any agreed discounts and allowances. All prices stated are for indicative purposes only and may be subject to further amendment. The Seller reserves the right, by giving notice to the Customer at any time between placement of the Order and delivery of the Goods, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to:
 - 4.1.1 the price being altered by the manufacturer;
 - 4.1.2 any factor beyond the control of the Seller; or
 - 4.1.3 any change in the delivery date or specifications for the Goods, which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Seller adequate information or instructions.
- 4.2 The Customer will pay any delivery charges which may apply.
- 4.3 Unless specified in writing the price for the Goods shall not include any modifications, accessories, painting, bodies, associated equipment or road fund licence, which is payable by the Customer prior to delivery of the Goods.
5. **Charges for Services**
- 5.1 Unless stated otherwise by the Seller, the charges for Services shall be calculated on a time and material basis:
 - 5.1.1 the charges shall be calculated in accordance with the Seller's hourly rates, as displayed on its reception;
 - 5.1.2 for the avoidance of doubt, DAF aid emergency services are charged at rates determined by DAF from time to time; and
 - 5.1.3 the Seller shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals who the Seller engages in connection with the Services and for the cost of services provided by third parties and required by the Seller for the performance of the Services, and for the cost of any materials.
6. **Deposit**
- 6.1 A deposit of such amount (if any) (and/or Part Exchange Vehicle) as shall be agreed between the Seller and Customer shall be paid (or delivered in the case of a Part Exchange Vehicle) by the Customer in order to secure the Goods.
- 6.2 The deposit shall be released to the Seller in full, if the Customer:
 - 6.2.1 purports to cancel the Order otherwise than in accordance with these Conditions;
 - 6.2.2 fails to pay the balance of any payment due on or before delivery of the Goods; or
 - 6.2.3 fails to deliver the Part Exchange Vehicle in accordance with the Contract.
- 6.3 The forfeiture of deposit shall not prevent the Seller from recovering from the Customer further sums by way of damages for any loss or expense incurred as a result of the Customer's breach of and/or termination of the Contract.
7. **Payment Terms**
- 7.1 The Seller may invoice the Customer for the Goods and/or Services and any additional costs at any time before completion of delivery of the Goods and/or completion of the Services.
- 7.2 Except in circumstances where the Seller requires a prepayment and/or deposit from the Customer, the Customer shall make full payment:
 - 7.2.1 in respect of Goods, on or before the date of delivery; and
 - 7.2.2 in respect of Services, by the 20th day of the calendar month following the invoice date, in cleared funds, unless otherwise agreed in writing between the parties. Time for payment shall be of the essence. A cheque given by the Customer in payment shall not be treated as a discharge until the same has been cleared.
- 7.3 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT) which is due at the rate prevailing on the date of the invoice.
- 7.4 Invoice queries must be notified to the Seller by the Customer in writing within 7 days of the invoice date.
- 7.5 If the Customer fails to make any payment by the due date then, without prejudice to any other right or remedy available to the Seller:
 - 7.5.1 the Seller shall be entitled to cancel the Order or suspend delivery of the Goods and/or Services to the Customer; and
 - 7.5.2 the Customer shall pay interest on the overdue sum from the due date until the date of payment, whether before or after judgement, which shall accrue each day at a rate of 5% a year above Barclays Bank plc's base rate from time to time in force.
- 7.6 If any amounts are overdue for payment by the Customer, all amounts invoiced to the Customer shall forthwith become due for payment and recoverable by the Seller.
- 7.7 Unless agreed otherwise in advance and in writing with the Seller, the Seller shall be under no obligation to deliver the Goods or to perform the Services until the Seller receives full payment in cleared funds of all monies payable by the Customer in relation to the Contract.
- 7.8 The Seller will make a surcharge of 10% of the invoice value up to a maximum sum of £100 for Goods and/or Services provided to the Customer via the DAF aid emergency service should such service apply to the Goods and Services. Old units must be returned in clean condition quoting the Seller's invoice number within 14 days of purchase of the corresponding exchange unit to be eligible for credit of the surcharge.
8. **Delivery of Goods**
- 8.1 Any date specified by the Seller for delivery is given and intended as an estimate only and shall not be of the essence of the Contract. The Goods may be delivered to the Customer in advance of the quoted date upon giving reasonable notice to the Customer.
- 8.2 The place of delivery shall be the Seller's Premises, or elsewhere as agreed in writing between the parties. If the Seller is unable to deliver the Goods or any reasonable replacement as requested by the Customer for any reason whatsoever, either party shall be free to terminate the Contract by giving 30 days' notice in writing to the other and in this event the Seller shall return any deposit paid by the Customer or the Part Exchange Vehicle, without any further liability on the part of the Seller.
- 8.3 The Seller shall not be liable for any delay in delivery of, or failure to deliver, the Goods that is caused by the Customer's failure to provide the Seller with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 8.4 If the Customer fails to take delivery of the Goods within three Business Days of the Seller notifying the Customer that the Goods are ready, then except where such failure or delay is caused by the Seller's failure to comply with its obligations under the Contract in respect of the Goods the Seller shall store the Goods until delivery takes place, and may charge the Customer for all related costs and expenses (including insurance).
9. **Variation or Cancellation**
- 9.1 If the Customer cancels any Order at any time after the Seller confirms acceptance or fails to take delivery of any Goods within 3 Business Days of becoming available, the Customer shall indemnify the Seller against all costs and expenses incurred in respect thereof and the Seller may also resell the Goods and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under the Contract or charge the Customer for any shortfall below the price under the Contract.
- 9.2 In the event of any alteration by the manufacturer to the specification of the Goods the Seller shall supply amended specification Goods in substitution.
- 9.3 In the event of the manufacturer discontinuing the sale of the Goods the Customer may either cancel the Contract for the purchase of the Goods and the Seller shall return the deposit paid or elect to accept alternative specification Goods in fulfilment of the Contract.
- 9.4 The Seller may cancel this Contract by giving written notice at any time before the Goods are delivered and/or Services are performed. On giving such notice, the Seller shall promptly repay to the Customer any sums paid in respect of this Contract. The Seller shall not be liable for any loss or damage whatever arising from such cancellation.
10. **Supply of Services**
- 10.1 The Seller shall supply the Services to the Customer with reasonable care and skill in accordance with recommended procedures and good workmanship.
- 10.2 The Seller shall not be responsible for endeavours to meet any performance dates for the Services required, but such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 10.3 The Seller reserves the right to modify the Services required if necessary to comply with any applicable law or regulatory requirement, or if such modification will not materially affect the nature or quality of the Services, and the Seller shall notify the Customer in any such event.
- 10.4 If the Seller's performance of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("Customer Default"):
 - 10.4.1 without limiting or affecting any other right or remedy available to it, the Seller shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Seller's performance of any of its obligations;
 - 10.4.2 the Seller shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Seller's failure or delay to perform any of its obligations as set out in this clause 10.4; and
 - 10.4.3 the Customer shall reimburse the Seller on written demand for any costs or losses sustained or incurred by the Seller arising directly or indirectly from the Customer Default.
11. **Customer's Obligations**
- 11.1 The Customer shall co-operate with the Seller in all matters relating to the Contract.
- 11.2 Where alterations to Goods are made by third parties the Customer shall ensure that such alterations are made in accordance with DAF Trucks' Bodybuilders Guidelines current at that time.
12. **Risk and Title**
- 12.1 Risk of damage to or loss of the Goods shall pass to the Customer as from delivery and it will be the Customer's responsibility to ensure the Goods are adequately insured.
- 12.2 Notwithstanding delivery of the Goods, or any other provision of these Conditions, the title in the Goods shall not pass from the Seller until the full purchase price has been paid in cash or cleared funds and, if applicable, any Part Exchange Vehicle has been transferred to the Seller.
- 12.3 Until title in the Goods passes to the Customer, the Customer shall hold the Goods to the Seller's order. The Customer shall store the Goods (at no cost to the Seller) separately from all other goods and vehicles in its possession and marked in such a way that they are clearly identified as the Seller's property and the Customer shall not sell or otherwise dispose of the Goods.
- 12.4 Vehicles, including components, fittings and contents are left with the Seller entirely at the Customer's risk. The Seller shall in no circumstances be liable for loss or damage in respect of the same.
13. **Warranties and Liabilities**
- 13.1 All new Goods are sold (wherever possible) with the benefit of the current manufacturer's warranty, full details of which are available on request.
- 13.2 All Services supplied will be given a 3 month or 5,000 kilometers warranty from the date of completion of the Services, whichever occurs earlier, provided that any fault that arises is first reported to the Seller prior to any repair work being authorised, commenced or finalised.
- 13.3 During the warranty period referred to in clause 13.2, the Seller to carry out remedial works so far as the cost of which does not exceed the value of the Services originally supplied and set out in the relevant invoice.
- 13.4 The Seller's warranty in clause 13.2 shall not extend to:
 - 13.4.1 any defects caused by normal wear and tear, careless or incompetent use or maintenance or by accidents or calamities;
 - 13.4.2 any repairs undertaken without the Seller's knowledge and prior arrangement to which the Seller accepts no risks and the Customer is responsible for all associated costs; or
 - 13.4.3 any defects arising from equipment which is not supplied by the Seller.
14. **Limitation of Liability**
- 14.1 Nothing in the Contract excludes or limits the Seller's liability for death or personal injury caused by its negligence, breach of strict statutory liability or for fraudulent misrepresentation.
- 14.2 Subject to clause 14.1, the Seller's total liability to the Customer in respect of this Contract shall not exceed the replacement or repair value of the defective Goods or Services.
- 14.3 Subject to clauses 14.1 and 14.2 the following types of loss are wholly excluded from the Contract:
 - 14.3.1 any economic loss of profit (direct or indirect) or any indirect consequential loss whatsoever caused;
 - 14.3.2 any liability arising to any third party;
 - 14.3.3 any modifications to the Goods carried out by a third party in accordance with the Customer's request including, without limitation, in relation to any defective parts or fitting;
 - 14.3.4 any defective or non-performance by any third party with whom the Customer has directly procured parts and/or services to be used in connection with the Goods or Services
 - 14.3.5 any loss whatsoever caused from the delayed delivery of the Goods or performance of the Services; or
 - 14.3.6 any issues arising from suppliers or services from third parties nominated by the Customer.
15. **Part Exchange Vehicles**
- 15.1 Where the Seller has agreed to allow part of the total price of the Goods to be satisfied by part exchange of the Customer's own vehicle (a "Part Exchange Vehicle") to the Seller, the allowance is hereby agreed to be given and the Part Exchange Vehicle is hereby agreed to be accepted as part of the sale of the Goods on the following conditions:
 - 15.1.1 the Customer warrants to the Seller that:
 - a. the entire legal and beneficial ownership of the Part Exchange Vehicle is vested absolutely in the Customer free from all equities, encumbrances, liens or charges;
 - b. the Part Exchange Vehicle has not been classified as an insurance write off;
 - c. the Part Exchange Vehicle has not been involved in an accident or otherwise seriously damaged;
 - d. none of the Part Exchange Vehicle's parts or components have been removed or are missing;
 - e. the stated mileage of the Part Exchange Vehicle is accurate and correct and there has been no alteration of the recorded mileage;
 - f. there is no registration or other prior event affecting the Part Exchange Vehicle which its effect would be to prevent title passing to the Seller; and
 - g. all the information supplied by the Customer to the Seller (including, without limitation, log book and service records) is accurate and correct in all respects;
 - 15.1.2 such Part Exchange Vehicle is to be delivered to the Seller in the same condition as at the time of appraisal by the Seller; and
 - 15.1.3 the Part Exchange Vehicle shall be delivered to the Seller on or before delivery of the Goods to the Customer and title to the Part Exchange Vehicle shall then pass to the Seller absolutely.
- 15.2 The Customer shall indemnify the Seller in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Seller as a result of or in connection with the breach of any of the above warranties in Clause 15.1.
- 15.3 In the event of a breach of clause 15.1, the Seller may at its sole discretion, either remedy such breach by a reasonable alteration and adjustment to the price allowance on the Part Exchange Vehicle whereupon the Customer shall be bound to pay the balance of the price or cancel this Contract. On cancellation, the Seller shall be under no obligation to purchase the Part Exchange Vehicle.
- 15.4 If for any reason the purchase of the Goods to which the Part Exchange Vehicle is relating does not proceed, the Seller shall be under no obligation to complete the purchase of the Part Exchange Vehicle.
- 15.5 The Customer acknowledges and agrees that, if it wants to allocate, transfer or retain any special or cherished registration number to the Goods or from the Part Exchange Vehicle, it does so at its own risk. The Seller shall not be liable for loss, destruction or incomplete transfer of any such registration number whatsoever caused.
16. **Hire Purchase**
- 16.1 Upon full payment of the price and/or delivery of the Part Exchange Vehicle, title to the Goods purchased may be transferred on Customer's notice in writing to an authorised third party who operates a finance, credit or hire business. The Customer's notice should state the nature of the arrangement between the Customer and the proposed third party to which the title is to be transferred, including the details of the name and registered address of the proposed third party. Such transfer shall be regarded as due and full performance by the Seller of its obligations under this Contract.
- 16.2 Upon receipt of the Customer's written notice as referred to in clause 16.1, payment by the authorised third party shall (to the extent of that payment) be regarded as performance by the Customer of its obligations for payment under this Contract.
- 16.3 Where the Part Exchange Vehicle is subject to hire purchase (or any other similar charge), the Customer authorises the Seller to settle the amount due to the relevant finance or other company from the exchange price agreed. Any excess shall be applied against the purchase price of the Goods. Should the settlement exceed the agreed part exchange price the Customer shall indemnify the Seller for any excess.
17. **Set-off and Counterclaim**
- 17.1 The Customer may not withhold payment of any invoice or any amount due to the Seller by reason of any right of set-off or counterclaim which the Customer may have or allege to have for any reason what ever.
18. **Force Majeure**
- 18.1 The Seller shall not be liable for any default nor delay in performing or failing to perform, any of its obligations under the Contract if such delay or failure results from any act of God, war, strike, lockout, industrial action, fire, flood, drought, tempest, terrorism, government act, epidemic or pandemic, any delay in manufacture, supply, or the Seller's inability to obtain Goods or other parts, or other event beyond its reasonable control. Under such circumstances the Seller may suspend performance of the Contract and the Customer may then cancel the order upon reasonable written notice after 60 days of suspension. In such circumstances the Seller shall return any payment received and shall have no further liability.
19. **Notices**
- 19.1 Any notice given under or in connection with the Contract shall be in writing, addressed to that party at its registered office or its principal place of business as set out in the Order or such other address notified by that party in writing to the other party in accordance to this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier or email.
 - 19.2 A notice or other communication shall be deemed to have been received:
 - 19.2.1 if delivered personally, when left at the address referred to in clauses 21.1;
 - 19.2.2 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; or
 - 19.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed;
 - 19.2.4 if sent by email, upon transmission of that email.
 - 19.3 The provision of this clause shall not apply to the service of any proceedings or other documents in any legal action.
20. **Governing Law and Jurisdiction**
- 20.1 The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with English law.
- 20.2 Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation.
21. **Returns**
- 21.1 Goods that are returned by the Customer for credit or a refund in accordance with the Contract may be subject to a handling charge by the Seller.
22. **Miscellaneous**
- 22.1 The customer agrees, that DAF (and its affiliates), as the manufacturer of the truck(s), may use the contact details given to the DAF Dealer by the customer in the purchasing process, to inform the customer about products and services of DAF, which DAF believes may be of interest to the customer. Additionally, DAF may contact the customer for the purpose of customer satisfaction surveying. If the customer does not wish to receive the above mentioned notices, or satisfaction surveys, the customer may notify DAF and/or the DAF Dealer of this. After receipt of such notice, DAF and the DAF Dealer will stop using the information for these purposes.

If the Customer would like to find out more about how the Seller processes personal data then please see a copy of the Seller's privacy notice which is available on the Seller's website (www.chassis-cab.co.uk) or ask for a copy of the privacy policy by contacting us at Addison Way, Great Blakenham, Ipswich, Suffolk IP6 0RL.