

CONDITIONS OF SALE

1. QUOTATIONS

Any quotation supplied by Heathrow Truck Centre Limited trading as Heathrow DAF, Hemel Hempstead DAF, Greenford DAF, Dunstable DAF, Reading DAF, Oxford DAF, Croydon DAF, Belvedere DAF, Guildford DAF, Shoreham DAF ("the Dealer") shall be regarded as an invitation to treat and shall not constitute an offer. Unless otherwise stated, quotations provided by the Dealer remain valid for 30 days from their date of issue.

2. ORDERS

a. Orders must be submitted to the Dealer on the appropriate forms issued and approved by the Dealer. No order shall be binding on the Dealer until accepted by the Dealer in Writing.
b. The Dealer reserves the right to call for a Deposit with the order.
c. Once an order has been accepted by the Dealer as provided under a. above the Dealer shall be under no obligation to accept any amendments or additions to the order that may be requested by the Purchaser. Should the Dealer agree to such amendments or additions, it reserves the right to revise the conditions attached to the order, including price, and delivery terms.

3. PRICE

Unless otherwise agreed, the price to be paid by the Purchaser for the goods specified on an appropriate written order form ("the Goods") shall be the Recommended Retail Price for the goods ruling at the time of invoice together with any delivery charges that may apply and Value Added Tax or any other like tax or levy in force at the time shall be payable in addition.
a. If, after accepting the Purchaser's order and before giving notice to the Purchaser that the goods are available for delivery, the manufacturer(s) or supplier(s) of the goods publish notice of an increase in the recommended retail price of the goods, such increased price shall become payable by the Purchaser, provided that the Purchaser shall be entitled to cancel his order by written notice to that effect served on the Dealer within 5 working days after the date of notice of such increase.
b. The Dealer may nonetheless designate the contract of sale a Fixed Price Contract in which case the price to be paid by the Purchaser shall be that specified by the Dealer and agreed by the Purchaser.

3. CANCELLATION OF ORDER

Should the Purchaser cancel or purport to cancel his order after it has been accepted by the Dealer (whether pursuant to the provisions of Section 3b, above or otherwise) or fail to take or accept delivery of the goods as provided in Section 7b. below, then without prejudice to any other right or remedy the Dealer shall be entitled to require payment by the Purchaser of any costs and expenses incurred by the Dealer Purchaser of any costs and expenses incurred by the Dealer with respect to the Purchaser's order. The Dealer may retain all or part of any deposit paid by the Purchaser in satisfaction or diminution of any liability attaching to the Purchaser as a result of the cancellation of his order.

4. DESCRIPTION OF GOODS

Illustrations, photographs, descriptions and other literature relating to the goods are intended as a general guide only and the goods will not necessarily correspond in all respects with goods shown in the illustrations and photographs or described in literature.

5. ALTERATIONS AND SPECIFICATIONS

As with all products, the goods may at any time be the subject of alteration in design or specification by their manufacturer(s) and the Dealer may supply goods conforming to such altered design or specification in fulfilment of an order for goods of a previous design or specification provided always that the altered goods are not materially different from and are designed for the same purpose as the goods ordered.

6. DELIVERY

a. The Dealer will notify the Purchaser verbally or in writing that the goods are ready giving the date of availability for delivery. Unless otherwise stated in the Dealer's acceptance of the order, the Purchaser is wholly responsible for making the necessary arrangements for delivery of the goods.
b. If the Purchaser fails to take or accept delivery, the Dealer shall be entitled to demurrage charges at the actual rate incurred by the Dealer per day per unit of the goods while the Purchaser shall be in default, such charges to be added to and form part of the price of the goods. Should the Purchaser fail to take or accept delivery within the period of 10 working days after the date of availability for delivery the Dealer shall be entitled to cancel the contract by written notice to the Purchaser and the provisions of Section 4 above shall apply.
c. The Dealer will endeavour to supply the goods within the period specified in its acceptance of the order but the Dealer shall not be liable for any delay or for any loss or damage caused thereby.
d. Delivery shall be deemed to have taken place when the Purchaser or his duly authorised representative takes possession of the goods.

7. PAYMENT AND RETENTION OF TITLE

The Purchaser acknowledges that title in the goods may be held by the dealer or PACCAR group company. All rights set out in this Clause may be exercised by such company jointly or severally with the Dealer.
a. Unless otherwise specified in the Dealer's acceptance of the order, the Purchaser shall pay for the goods in full on receipt of the invoice or of notice of availability for delivery, whichever is received earlier, such payment to be in cleared funds.
b. The property in the goods shall pass to the Purchaser when the Dealer has received in full the price of the goods referred to under Section 3a. above.
c. The risk in the goods shall pass to the Purchaser on receipt of cleared funds or on delivery, whichever is soonest as 6d.
d. If after delivery the price or any portion thereof remains unpaid then without prejudice to any other right or remedy the Dealer may have, and notwithstanding in the case of an individual that a receiving order or bankruptcy order has been made against the Purchaser or in the event of the Purchaser being a company that winding up proceedings have commenced or a winding up order made against it or a receiver appointed over its assets or an administrator appointed to manage the affairs, business and property thereof, the Dealer may by notice to the Purchaser rescind the contract and may recover possession of the goods from the Purchaser or from whomsoever in whose hands the same may be, whereupon the risk in the goods shall revert to the Dealer.
e. The Dealer may charge interest on overdue accounts at a rate of 2% above the base rate of National Westminster Bank plc as applying from time to time to run from the due date of payment until receipt by the Dealer of the full amount whether or not after judgement and without prejudice to any other right or remedy of the Dealer.

8. CANCELLATION OR SUSPENSION OF CONTRACT

Should the Dealer be delayed in or prevented from supplying the goods by reason of any circumstances outside the Dealer's control, including without limitation, trade disputes, accident or force majeure, the Dealer shall be at liberty to cancel or suspend the contract without incurring any liability whatsoever.

a. Should the Purchaser stop payment of his debts or cease to carry on business or should any of the events relative to the financial situation of the Purchaser specified in Section 8d. above occur before delivery of the goods, the Dealer shall be entitled to cancel or suspend the contract without incurring any liability whatsoever and the provisions of Section 4 above shall apply.

9. CLAIMS

No claims by the Purchaser concerning errors in the invoicing or despatch of the goods will be considered by the Dealer unless such claims are fully notified to the Dealer within 10 working days of receipt by the Purchaser of the goods or invoice in question.

10. MODIFICATION AND USE OF THE GOODS

a. The goods are sold subject to the condition that the Purchaser shall not alter, displace or remove any manufacturer identity plates, numbers, marks, warning or operating instruction labels on the goods without the Dealer's prior written consent.
b. Any fitment of the goods or any alteration to or fitment of equipment to the goods otherwise than by the Dealer or not in accordance with the standards published by the manufacturer(s) of the goods shall be at the entire risk and responsibility of the Purchaser.

11. EXPORT

It is a condition of sale that the Purchaser shall not export the goods nor knowingly sell them for export outside the European Economic Community (such term to include countries which have special tariff arrangements with the Community) without the Dealer's prior written approval.

12. EXHIBITIONS AND COMPETITIONS

Goods manufactured or supplied by DAF Trucks Limited or Fiat are sold by the Dealer on condition that the Purchaser may only participate with the goods at exhibitions or competition with the prior written consent of the Dealer, such consent to be withheld only if such participation is likely in the Dealer's opinion to be prejudicial to the Dealer or to DAF Trucks Limited or Fiat.

13 LIABILITY OF THE DEALER

a. Warranty

Goods manufactured or supplied by DAF Trucks Limited or Fiat are warranted to be free from defects due to faulty material or manufacture in accordance with the provisions of its Warranty Statement. Other goods are subject to such warranties as may apply to them from time to time and advised to the Purchaser by the Dealer.

b. Statutory Liability

The Dealer accepts liability for death or personal injury caused by its negligence or that of its employees acting in the course of their employment.

c. Liability Excluded

The Dealer shall not be liable for:

1. loss of profits, consequential or indirect loss, including loss of business, revenue, goodwill and anticipated savings, howsoever arising.
2. Costs, claims and expenses arising out of the driving or towing with the consent of the Purchaser of a vehicle, vessel or product in which the goods are installed or to which the goods are fitted.

d. Save as provided

in 1. and 2 above all conditions, warranties, and representations, express or implied (by statute, law or otherwise) in relation to the goods or the provision of any services by the Dealer to the Purchaser pursuant to the order (including the giving of advice) are hereby excluded and the Dealer shall be under no liability to the Purchaser or for any claims or proceedings made or brought against the Purchaser by any third party, for any loss, damage or injury direct or indirect resulting from defective material, faulty workmanship or otherwise howsoever arising whether or not caused by the negligence of the Dealer, its employees or agents.

14. DISPUTES AND INTERPRETATION

Any dispute arising out of these Conditions of Sale shall be referred to the decision of a single arbitrator to be nominated by both parties or in default thereof by the President for the time being of the Society of Motor Manufacturers and Traders.
b. These Conditions of Sale shall be governed by the construed in accordance with the Law of England.
c. Section headings are for ease of reference only and shall not affect the interpretation of these Conditions.

15. NOTICES

Any notice required hereunder shall be given in writing and shall be deemed to be served the next working day following despatch, by hand or by pre-paid first class post, in a sealed envelope addressed to the other party at their last known address.

16. APPLICATION OF CONDITIONS

These Conditions shall apply to all business undertaken between the Dealer and the Purchaser in respect of the goods to the exclusion of any other conditions which the Purchaser may seek to impose on the Dealer, whether notified to the Dealer before or after the goods have been ordered.

17. VARIATION

These Conditions of Sale shall not be capable of being varied save in writing by the Dealer and Purchaser.

18. SURVEYS

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 information, 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.

February 2025.