

1. PRICE NEW AND USED MACHINES/VEHICLES

- (a) The purchase price of the goods is the price, inclusive of Value Added Tax, set out overleaf to which there shall be added any increase, which the Vendor shall be entitled to notify prior to the actual date of delivery in terms of sub-clause (b) hereof.
- (b) The Vendor shall be entitled to give notification of an increase in the purchase price if there has been any increase in the manufacturer's price between the conclusion of the contract with the Purchaser and the actual date of delivery. The Purchaser shall not be entitled to rescind from the contract because of such an increase in price except where:-
- the increase exceeds 10% of the price, or,
 - where the goods are goods normally stocked by the Vendor and the Vendor will suffer no material loss as a result of the Purchaser rescinding.
- (c) The purchase price less any initial payment referred to overleaf shall be paid by the Purchaser to the Vendor before date of delivery. Legal title to and ownership of the goods shall not pass to the Purchaser unless and until the full purchase price of the goods and any other sums due by the Purchaser to the Vendor has been paid to the Vendor. The Vendor shall not be deemed to have received money despatched by post until it is actually received. Payment by cheque shall not be deemed to have been made until the cheque or cheques have been cleared.

2. DELIVERY

- (a) The goods shall be delivered by the Vendor to the place and on the date or dates specified overleaf (the date of delivery) but if the Vendor fails to meet the date of delivery the Vendor shall not be liable for any direct or indirect loss or damage suffered by the Purchaser or any other party resulting from the Vendor's failure to deliver the goods on the date of delivery and this contract shall not in any way be affected nor shall the Purchaser have any right to rescind from this contract or any of the terms hereof as a result of any failure by the Vendor to deliver the goods except where provided by and in terms of the sub-clause (e).
- (b) The Vendor shall arrange for and outlay the expense of delivery to the place of delivery specified overleaf if however the place of delivery is on site the obligation of the Vendor is to deliver the goods only as near as any safe hard road permits all as determined by the Vendor.
- (c) The Purchaser shall reimburse the Vendor for all costs and expenses including insurance as may be incurred by the Vendor in arranging for and effecting delivery hereunder.
- (d) The Purchaser shall be responsible for unloading and for the cost of and all risk incurred in unloading the Goods and the Purchaser shall be responsible for reimbursing the Vendor for any additional cost to the Vendor may incur under sub-clause (b) hereof if the goods are not unloaded with reasonable despatch.
- (e) In the event of the goods being lost, stolen or mislaid after despatch and prior to their arrival at the place of delivery the Vendor shall use its best endeavours to ensure that (a) suitable replacement(s) is/are despatched to the Purchaser as soon as possible. If the Vendor is unable to supply (a) suitable replacement(s) the Purchaser shall be entitled to reclaim such part of the whole of the purchase price as the Purchaser has paid to the Vendor provided however that nothing in this clause shall be deemed to confer on the Purchaser any right to claim damages for non-delivery against the Vendor.
- (f) Notwithstanding the terms of this clause the Purchaser may at his option and by arrangement with the Vendor collect the goods from the Vendor at a time and place convenient to the Vendor.
- (g) Cancellation Charges. If for any reason either before or after delivery of goods, the parties agree to a cancellation then the Purchaser will in any event be liable to pay 25% of the invoice price.

3. GOODS DAMAGED ON ARRIVAL

If the goods when delivered to the Purchaser are found on examination by the Purchaser to be damaged and such damage was not caused after the delivery or during the unloading of the goods, the Purchaser shall forthwith and in any event not later than 48 hours after the goods have been unloaded inform the Vendor in writing of the damage to the goods in which event the Vendor may at its option on being satisfied of the damage as foresaid -

- at the Vendor's expense uplift the said goods and procure that (a) suitable replacement(s) be delivered to the Purchaser under the same terms and conditions as govern this contract,
 - arrange for an engineer or other person to repair the goods at the place of delivery, or,
 - arrange with the Purchaser for the Purchaser to repair the goods and reimburse the Purchaser for the expense incurred in so doing.
- (d) The Vendor shall not be liable for any consequential loss arising from the damaged condition of the goods.

4. TRADING IN

The Vendor may agree to purchase used goods from the Purchaser and deduct the price agreed for such goods from the price due and payable on the goods to be purchased by the Purchaser. Such used goods shall be delivered and accepted on the following terms:-

- After examination by the Vendor the goods shall be delivered complete (with accessories where appropriate) in the same condition as when examined by or described to the Vendor subject only to fair wear and tear. The Vendor will be the sole judge of whether the equipment is in the same condition as when previously examined.
- The said used goods are the Vendor's property absolutely and are not the subject of any hire purchase agreement or legal encumbrance. If the said goods are the subject of a hire purchase agreement or other legal encumbrance the Vendor shall be entitled at his option to make such payment as will finally discharge the hire purchase agreement or other encumbrance and the agreed price for the said used goods shall be reduced by the amount so paid.
- The Purchaser agrees to pay to the Vendor on demand such further sums as shall be required to recompense the Vendor for any loss sustained by the Vendor through the year of manufacture of the said used goods traded in not being as described during negotiations notwithstanding examination by the Vendor.

If the Conditions are not complied with the Vendor shall not be bound to purchase the used goods. Where the Vendor has taken possession of any used goods which are being traded in, the Vendor will be free to sell the said goods and pass on valid title to them and will be liable to account to the Purchaser for the agreed price, provided however that if the Purchaser does not take possession of or pay the full price for the goods against which the used goods are being traded in for any reason the Vendor may at the Vendor's option either (a) return the goods to the purchaser or (b) sell the goods and account to the Purchaser for the agreed price less such part of the agreed price as exceeds their true market value. In the event of a dispute between the Purchaser and the Vendor as to the true market value of the said goods, the matter will be referred to Arbitration in terms of Clause 17 hereunder.

PARTS

5. Invoices for parts which are supplied are payable by the 20th day of the month during which the goods were supplied. The Vendor will reimburse the Purchaser for Parts returned only if:-

- The supplier of parts specifically ordered by the Vendor for the Purchaser agrees to the return of the goods without any penalty and therefore without any loss being suffered by the Vendor.
- The return parts are accompanied by details of the Advice Note No. Invoice No. relating to the original order.

The Purchaser will be required to pay a Handling Charge of 10% of the net invoice price of parts returned.

6. *Parts supplied in replacement of Parts alleged to be defective and covered by manufacturer's warranty and Parts supplied under any Parts Service Exchange Scheme will be charged for at the full retail price. A reduction on the charge for such parts will be allowed by the Buyer to the Seller provided (a) that the Parts replaced are returned to the buyer within seven days from the date of supply detailed overleaf and (b) that the terms and conditions of the manufacturer's warranty or service exchange scheme are satisfied*.

7. SERVICE

- The Vendor accepts no responsibility for loss or damage to machines or contents whilst on the Vendor's premises or in charge of its employees howsoever caused at any time.
- The Vendor will not be liable for consequential loss or damage due to use, breakdown or delay in repair of new or used goods.
- All manufactured goods are supplied subject to terms and conditions laid down by the manufacturers.
- All pricing estimates are provisional only and not binding on the Vendor.
- Unless credit arrangements have been made in advance all accounts for service are due for payment immediately and the Vendor reserves the right to withhold goods until payment received.
- Any Engineer's travelling time and expenses that may be incurred, during or after the warranty period shall be paid by the purchaser within 30 days of dated invoice.

GENERAL

8. ACCEPTANCE BY PURCHASER
The Purchaser's acceptance of delivery of the goods shall be conclusive evidence that the Purchaser has examined the goods and found them to be complete, in accordance with the description overleaf, in good order and condition and fit for the purpose, if any, for which they were supplied.

9. MAINTENANCE AND ACCEPTANCE

Insofar as the Vendor may have received any warranty or be entitled to any service in respect of the goods of from the manufacturer thereof, the benefit of which is capable assigned or transferred wholly or in part to the Purchaser the Vendor may and will if requested in writing by the Purchaser assign or transfer its rights in respect thereof to the Purchaser. In case of second hand goods and/or goods no longer under warranty of any sort from their manufacturers it is expressly stated that such goods are not warranted as to use and do not carry warranty by virtue only of their description which is hereby declared to be for the purpose of identification only and should in no way be taken as an indication of the fitness or otherwise of the goods for the purpose suggested by that description.

10. REPRESENTATIONS, WARRANTIES AND CONDITIONS

The Purchaser shall not rely upon any representation as to the quality of the goods or as to their fitness for any particular purpose unless the Vendor shall have expressly made the same in writing. No condition or warranty whatsoever of any kind has been or is given or made by or on behalf of the Vendor in relation to the quality of the goods or their fitness for any particular purpose and all conditions and warranties whether statutory or otherwise and whether in relation to the fitness of the goods for any particular purpose or the description, state, quality or condition of the goods on delivery or at any other time are hereby expressly excluded and extinguished. The Vendor shall be under no liability for any loss or damage whatsoever in respect of or arising from or in connection with the use of the goods or any part thereof howsoever caused.

11. INDEMNIFICATION OF VENDOR PURCHASER

The Purchaser shall indemnify and keep the Vendor indemnified against any and all claims, costs, and expenses whatsoever in any manner arising from the Purchaser's use of possession of the goods and against all loss, damage and expense whatsoever arising from any action, case or proceedings or otherwise on account of any personal injury or death or damage to property occasioned by the goods or their use or on account of any infringement or alleged infringement of any patent occasioned by the operation or disposition of the goods.

12. It is hereby agreed and declared that:-

- The rights conferred on the Vendor by this agreement shall be in addition to and not in substitution for the rights conferred on the Vendor by statute.
- Any liability the Vendor might otherwise incur and any right or immunity the Purchaser might otherwise possess in respect of any conditions, warranties and/or representations relating to the condition of the goods or to their merchantability or suitability or fitness for the particular or any purpose for which they are or may be required whether such conditions, warranties and/or representations are expressed or implied and whether they arise under this agreement or under any prior agreement or in oral or written statements made by or on behalf of any persons in the course of negotiations in which the Purchaser or his representative may have been concerned prior to this agreement are hereby excluded.
- The Vendor shall not incur any liability to the Purchaser nor shall the Purchaser be entitled to rescind this agreement if the goods delivered by the Vendor to the Purchaser do not correspond exactly to their description as contained in this agreement.
- No liability shall attach to the Vendor either in contract, tort, or otherwise for loss, injury or damages sustained by the Purchaser or by any third party by reason of any defect in the goods or because of any use or otherwise to which the goods are put whether such defect by latent or apparent on examination and the Vendor shall not be liable to indemnify the Purchaser in respect of any claim made against the Purchaser by a third party for any such loss, injury or damage.
- The Purchaser hereby expressly undertakes to perform any obligations and accepts any liability which may be incumbent on the Vendor in terms of the Health and Safety at Work etc. Act 1974 or any statutory amendment, modification or re-enactment thereof and notice issued under the Act or any statutory modification re-amendment or re-enactment thereof.

13. No dealer or supplier or person in the employ of such dealer or supplier is or is deemed to be the agent of or acting on behalf of the Vendor for any purpose and no liability is to be attached to the Vendor for any conditions, warranties or representations made by such dealer, supplier or other person.

14. No time or other indulgence granted by the Vendor to the Purchaser shall affect or prejudice the rights of the Vendor or the obligations or liabilities of the Purchaser hereunder nor shall any waiver by the Vendor of any breach hereof operate as a waiver of any subsequent of any continuing breach hereof.

15. Any notice, demand or other written communication required or permitted to be given by the Purchaser incurred in so doing hereunder shall be deemed to have validly given if served on the Purchaser personally or sent to them by post or left at the address of the Purchaser as stated overleaf or to the last known business address or private address, or in the case of a registered company to the known registered office, of the Purchaser. Any such notice, demand or other communication sent by post shall be conclusively deemed to have been received by the Purchaser within forty-eight hours after the time of posting.

16.

- In this Agreement words in the masculine shall include the feminine and words in the singular where the context so admits include the plural. If there is more than one Purchaser the obligations of the Purchaser hereunder shall be joint and several.
- This agreement shall be governed by and construed in accordance with the law of the country in which the Vendor's address stated overleaf is situated.

17. Any dispute arising between the parties in relation to these Conditions or the meaning or interpretation thereof shall be referred to an independent arbiter to be appointed falling agreement by the President for the time being of the Law Society of England. The decision of any such arbiter shall be final and binding.

THE FORKLIFT COMPANY.COM WARRANTY

ENGINE LPG, Petrol, Diesel. All parts in engine are covered.

Exclusions: Oil seals, gaskets, spark plugs, contract points, distributor cap, HT leads, coil, valve drive belt, exhaust system, starter ring gear starter bendix, damage due to contaminated oil, water or fuel, adjustments, fair wear and tear, neglect or misuse.

GEARBOX AND CLUTCH Manual or Automatic. All internal parts if supplied as original equipment are covered.

Exclusions: Clutch plates, release bearing, seals, gaskets, linkages, service items such as oils, filters, adjustments, fair wear and tear, neglect or misuse

FRONT AXLE All internal parts inc. differential brgs, half shafts are covered.

Exclusions: wheel nuts and studs, wheel rims, fair wear and tear, neglect or misuse.

ELECTRICAL SYSTEM Alternator, starter motor, drive motor pump motor, steering motor are covered.

Exclusions: Bulbs, fuses, switches (including ignition switches), heater plugs, printed circuit boards, service items such as brushes, protective coatings, adjustments, contact tips, wear and tear, batteries and chargers which are normally covered by manufacturers warranty, neglect or misuse.

STEERING Steering box or hyd orbitrol valve, power steering ram are covered.

Exclusions: Ball joints, king pin bearings, pivot bushes, power steering seals, wheel nuts and studs, wheel rims, adjustments, service items such as oil and greases, fair wear and tear, neglect or misuse.

BRAKES Brake drums, servo and compressor (where fitted) springs are covered.

Exclusions: Master cylinder seals, wheel cylinder seals, pipes, brake shoes, service items such as fluid, adjustments, fair wear and tear, neglect or misuse.

FUEL SYSTEM Carburettor, injection pump, injector pipes, gas solenoid are covered.

Exclusions: LPG regulators, LPG bottle coupling, fuel injectors, service items such as filters etc, adjustments neglect or misuse.

HYDRAULIC SYSTEM Hydraulic pump, lift rams, tilt rams, control valve are covered.

Exclusions: Special attachments such as sideshifts, clamps, hydraulic seals, hydraulic pipes, service items such as filter, oil etc, adjustments, misuse, neglect. Any breakdown due to the ingress of water of foreign matter into the hydraulic system.

MAST All major parts including channels, carriage etc are covered.

Exclusions: Rollers, thrusts, forks, mast pivot bearings, lift chains, tilt pins and brushes, chains, fair wear and tear.