

**The Customer's attention is particularly drawn to the provisions of clause 9.**

## 1. INTERPRETATION

1.1 **Definitions.** In these Conditions, the following definitions apply:

**Appointed Representative:** a Customer to whom the Supplier will, of its own volition, refer potential sales leads/enquiries.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Conditions:** these terms and conditions as amended from time to time.

**Contract:** the contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with these Conditions.

**Customer:** the person or firm who purchases the Goods and/or Services from the Supplier.

**Force Majeure Event:** has the meaning given to it in clause 11.1.

**Goods:** the goods (or any part of them) as agreed to be supplied by the Supplier to the Customer.

**Order:** the Customer's order for the supply of Goods and/or Services as set out to the Supplier.

**Services:** the repair or other services as agreed to be supplied by the Supplier to the Customer.

**Supplier:** Scootertech Limited registered in England & Wales with company number 04846111. Our Registered Office address is 6 Ailwin Road, Bury St Edmunds, Suffolk IP32 7DS. Our VAT registration number is GB807024068.

**Trade Account:** any trade account granted to the Customer by the Supplier in writing.

1.2 **Construction.** In these Conditions, the following rules apply :

(a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

(b) a reference to a party includes its personal representatives, successors or permitted assigns;

(c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

(d) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;

(e) a reference to **writing** or **written** includes faxes and e-mails; and

(f) a reference to **Goods** may also include **Services** and similarly, a reference to **Services** may also include **Goods**.

## 2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when the Supplier confirms acceptance of the Order, either in writing (which includes the issue of any Invoice) or verbally, at which point and on which date the Contract shall come into existence.

2.3 The Contract constitutes the entire agreement between the parties. 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 Supplier which is not set out in the Contract.

2.4 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained on the Supplier's website are published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.

2.5 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.

2.6 Any estimate given by the Supplier shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.

2.7 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

## 3. DELIVERY OF THE GOODS

3.1 The Supplier shall arrange for delivery of the Goods to the location set out in the Order or such other location as the parties may agree.

3.2 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence of the Contract.

3.3 The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate instructions that are relevant to the supply of the Goods. If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.

3.4 If 3 Business Days after the Supplier notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of them, the Supplier may:

(a) deem delivery of the Goods complete and, until delivery takes place, the Supplier shall store the Goods and charge the Customer for all related costs and expenses; and/or

(b) resell or otherwise dispose of part or all of the Goods at their discretion and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

## 4. WARRANTY

4.1 The Supplier warrants that on delivery:

a) new Goods shall be free from material defects in design, material and workmanship for the period of time specified to the Customer in writing or, in the absence of such, 12 months (**warranty period**). 2nd Year (extended) Vehicle Warranties are valid only upon an annual service being conducted by the Supplier, or their appointed representative within 1 year and 30 days of end-user purchase date; and used, second-hand or refurbished Goods shall be free from material defects in design, material and workmanship for the period of time specified to the Customer in writing or, in the absence of such, 3 months (**warranty period**). 2nd Year Warranties are non-transferable.

4.2 Subject to clause 4.3, if:

(a) the Customer gives notice in writing during the warranty period within a reasonable time of discovery that some or all of the Goods

do not comply with the warranty set out in clause 4.1;

(b) the Supplier is given a reasonable opportunity of examining such Goods; and

(c) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost, the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

4.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty in clause 4.1 if:

(a) the Customer makes any further use of such Goods after giving a notice in accordance with clause 4.2;

(b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;

(c) the Customer alters or repairs, or instructs a third party to alter or repair, such Goods without the written consent of the Supplier;

(d) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal conditions;

(e) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

4.4 The Supplier shall not be liable for the Goods' failure to comply with the warranty in clause 4.1 to any person other than the Customer including, but not limited to, any end-user who has subsequently purchased any Goods or Services from the Customer.

4.5 Except as provided in this clause 4, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 4.1.

4.6 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

4.7 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Supplier under clause 4.2.

4.8 Note: Goods are for sale and resale within the United Kingdom only. The Supplier does not permit (or guarantee or warrant) its Goods to be sold outside the UK or in any other currency than pounds sterling £ GBP (unless the Supplier has given express permission in writing).

## 5. TITLE AND RISK

5.1 The risk in the Goods shall pass to the Customer on delivery.

5.2 Title to the Goods shall not pass to the Customer until the earlier of:

(a) the Supplier receives payment in full (in cash or cleared funds) for the Goods; and

(b) the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 5.4.

5.3 Until title to the Goods has passed to the Customer, the Customer shall:

(a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;

(b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

(c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;

(d) notify the Supplier immediately if it becomes subject to any of the events listed 10.1; and

(e) give the Supplier such information relating to the Goods as the Supplier may require from time to time.

5.4 Subject to clause 5.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier received payment for the Goods. However, if the Customer resells the Goods before that time:

(a) It does so as principal and not as the Supplier's agent; and

(b) Title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.

5.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 10.1, then, without limiting any other right or remedy the Supplier may have:

(a) the Customer's right to resell Goods or use them in the ordinary course of its business ceases immediately; and

(b) the Supplier may at any time:

(i) require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and

(ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

## 6. SUPPLY OF SERVICES

6.1 The Supplier shall provide the Services to the Customer in accordance with the Order as agreed between the Supplier and the Customer.

6.2 The Supplier shall use all reasonable endeavours to meet any agreed dates for performance of the Services, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

6.3 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

6.4 If the Supplier is providing the Services on their own premises then it is the Customer's sole responsibility to deliver the products to the Supplier's premises for repairs at their own cost.

6.5 If the Supplier is providing the Services on the Customer's premises, the Supplier may impose additional charges entirely at the Supplier's discretion.

## 7. CUSTOMER'S OBLIGATIONS

7.1 The Customer shall:

(a) co-operate with the Supplier in all matters relating to the Services; and

(b) provide the Supplier with such information and materials as the Supplier may reasonably require to supply the Services, and ensure that such information is accurate in all material respects.

7.2 If the Supplier's performance of any of its obligations in respect 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**) the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services and the Supplier shall not be liable for any delays, additional costs or losses to the Services.

7.3 The Customer shall not misrepresent the Supplier's Company, Goods or Services; nor shall it misrepresent the Supplier's Contract or relationship with the Customer in any way. The term Appointed Representative does not constitute an Agent or imply any kind of Exclusivity or Distributorship in any way. The Supplier reserves the right to withdraw potential sales/referrals to any Appointed Representative at any time, without notice.

## 8. CHARGES AND PAYMENT

8.1 The price for Goods and/or Services shall be the price notified to the Customer by the Supplier.  
8.2 The Supplier does not charge for the delivery of mobility scooters. The costs for delivery of spare parts and any other goods will be notified to the Customer when the Order is made.

8.3 The Supplier reserves the right to increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to any factor beyond the control of the Supplier including, but not limited to, any delay, request or change of instruction from the Customer to the Supplier.

8.4 Subject to clause 8.5, payment is due at the time of Order or as otherwise specified by the Supplier either verbally or in writing. If payment is not made on the due date, the Supplier may in addition to all other remedies it has, suspend performance of the Contract and any other agreement it has with the Customer and/or charge the Customer interest (both before and after judgment) calculated at a daily rate equivalent to 8% per annum over the Bank of England base rate applying from time to time.

### 8.5 Trade Account Customer:

a) The Supplier reserves the right to offer a Trade Account to any Customer at the Supplier's entire discretion.

b) The Supplier may, at its option, assess the Customer's eligibility for a Trade Account by contacting credit referencing agencies or by any other means that it sees fit. If the Supplier considers the Customer is not eligible for a Trade Account, the Supplier is not obliged to provide a Trade Account to the Customer.

c) Where the Customer has a Trade Account, the Supplier will provide the Customer with an invoice for the Order. The Customer then has 30 days, or any other such due date as is specified by the Supplier (whether in the invoice, contract of sale or other), from the date of such invoice to pay the amount specified.

d) If a Customer has a Trade Account does not comply with the terms of this clause 8.5, or any other term of sale specified by the Supplier (whether in writing or verbally), the Supplier is entitled to terminate the Customer's Trade Account immediately.

8.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax or other sales tax chargeable for the time being, which the Customer shall pay at the same time as payment is due for the supply of the Goods or Services.

8.7 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law.

8.8 Any payments by cheque which are referred to drawer/returned by the Supplier's bank as unpaid for any reason will incur an administration fee of £5 plus VAT for each failed attempt to clear, and may lead to suspension of future cheque payment facilities for that customer.

### 8.9 Return of Goods (Excl Warranty Returns):

a) Goods which have been personalised or adapted for the Customer at their request are non-refundable.

b) Any return(s) must be notified to, and authorised by, the Supplier in advance, and must occur within 30 days of receipt of Goods.

c) A restocking charge of 20% of invoice value of Goods will be applied and any refund due will be discounted accordingly. Goods must be returned in new, resaleable condition (i.e. unused and unopened). Used or opened items will only receive a refund at a second-hand/refurbished rate at the time of return (to a maximum of 25% of invoice value).

d) Return delivery costs and arrangements are to be met solely by the Customer.

## 9. LIMITATION OF LIABILITY

9.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

(a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

(b) fraud or fraudulent misrepresentation;

(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);

(d) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or

(e) defective products under the Consumer Protection Act 1987.

9.2 Subject to clause 9.1 the Supplier shall under no circumstances whatsoever be liable to the Customer in contract, tort (including negligence), breach of statutory duty or otherwise for:

(a) loss of profit; or (b) indirect or consequential loss arising under or in connection with the Contract.

9.3 The Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £2,000,000.

9.4 This clause 9 shall survive termination of the Contract.

## 10. TERMINATION

10.1 If the Customer (i) fails to make any payment when due under this Contract; or (ii) becomes insolvent, has a receiver, administrative receiver, administrator or manager appointed over all or any part of the Customer's assets or business, makes any composition or arrangement with the Customer's creditors, takes or suffers any similar action in consequence of debt or an order for resolution is made for the Customer's dissolution or liquidation (other than for the purposes of solvent amalgamation or reconstruction); the Supplier shall have the following rights at its option without incurring any liability, which rights shall be cumulative and shall not prevent the Supplier from also claiming damages and pursuing any other rights and remedies available to it:

(a) to terminate the Contract with immediate effect;

(b) to cancel any undelivered or uncompleted portion of the Contract and stop any products in transit;

(c) to cancel any other contract with the Customer and / or Order the Customer has placed with the Supplier; and

(d) to demand immediate payment of any outstanding amounts which shall thereupon become due and payable.

10.2 On termination of the Contract for any reason:

(a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Goods and/or Services supplied but for which no invoice has yet been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;

(b) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

(c) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

## 11. FORCE MAJEURE

11.1 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Supplier or the suppliers of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

11.2 The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

11.3 If the Force Majeure Event prevents the Supplier from providing any of the Services and/or Goods for more than 6 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

## 12. GENERAL

### 12.1 Assignment and other dealings.

(a) The Supplier 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.

(b) The Customer shall not, without the prior written consent of the Supplier, 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.

### 12.2 Notices.

(a) Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with 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, fax or e-mail.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.2(a); 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; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.

(c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

### 12.3 Severance.

(a) If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

(b) If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

12.4 **Waiver.** 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.

12.5 **Third parties.** A person who is not a party to the Contract shall not have any rights to enforce its terms.

12.6 **Variation.** 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 agreed in writing and signed by the Supplier.

12.7 **Governing Law.** This contract shall be governed by the law of England and Wales. The Courts of England and Wales shall have exclusive jurisdiction to settle any dispute which may arise in connection with the Contract.

*(Authorised Individual only - please complete the following declaration. The Terms & Conditions remain valid whether or not a signed copy is returned to the Supplier).*

**I have read and accept these Terms & Conditions in full.**

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Full Name: \_\_\_\_\_ Position: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_