

<p><b><u>HOW TO ORDER</u></b></p>	<p><b><u>PAYMENT</u></b></p>
<p><b>Telephone:</b> Gainsborough (01427) 810088 Stoke-on-Trent (01782) 206300.</p> <p><b>(Written confirmation is required, please mark order as confirmation.)</b></p> <p><b>Write or email:</b> Using your order form. Please include full identifying details of products.</p> <p><b>Personal Call:</b> At addresses below</p>	<p><b>Cheques:</b> Payable to Eminox Ltd®, and crossed, please.</p> <p><b>Credit Transfers:</b> To Lloyds Bank Ltd, 202 High Street, Lincoln. Branch Code 30-95-05. Account No. 0285951.</p> <p><b>Eminox Limited®:</b> Registered No. 1349209 England. Registered VAT No. 310 6184 00.</p>
<p><b>Head Office and Factory:</b> Miller Road, Gainsborough, Lincs, DN21 1QB. Email: <a href="mailto:enquiries@eminox.com">enquiries@eminox.com</a> <b>Stoke-on-Trent Service Centre:</b> Brick Kiln Lane, Basford, Stoke-on-Trent, Staffs, ST4 7BS. Email: <a href="mailto:stoke@eminox.com">stoke@eminox.com</a></p>	
<p><b><u>TERMS AND CONDITIONS OF SALE</u></b> <b>The following terms will govern all sales by us unless otherwise mutually agreed in writing.</b></p>	
<p><b>PRICES</b> Prices are ex-works nett trade exclusive of VAT. Our current minimum order charge is £50.00 including transport and excluding any VAT charges or other taxes.</p> <p><b>TERMS OF PAYMENT</b> Account customers - Strictly nett monthly account. We reserve the right to charge interest on amounts outstanding after due date at the rate of 4% over the current minimum lending rate applied by our Bankers. Other - Cash with order for non standard items otherwise cash on collection or delivery.</p> <p><b>CREDIT</b> Accounts are opened subject to satisfactory references. These can take two to three weeks to obtain. An account application form will be sent on request.</p> <p><b>RETENTION OF TITLE</b> The property of the goods shall remain vested in Eminox Limited and shall not pass to the Customer until the Customer has made payment in full of all sums due to the Company under this or any other contract between the Company and the Customer. So long as the property in the goods remains vested in the Company, the Company shall be at liberty at any time to retake possession thereof and for that purpose to enter upon any premises of the Customer.</p> <p>The Customer shall not resell or otherwise dispose of the goods prior to the passing of property therein and if the Customer shall sell or otherwise dispose of the goods in breach of this Condition, the proceeds of any such sale or disposal shall be held on trust for the Company. If, prior to the passing of the property therein, the Customer shall make any addition to or alteration in the goods, ownership of the goods as added to or altered shall remain in the Company. Notwithstanding the foregoing, the goods shall be at the entire risk of the Customer from the time of delivery.</p>	<p>shall not be liable for any costs of fitting or removal of any products nor for any loss of use, loss of profit or other consequential loss or damage whatsoever.</p> <p><b>DRAWINGS AND PATTERNS</b> We do not accept responsibility for the accuracy of drawings, patterns or specifications supplied by the buyer.</p> <p><b>SPECIFICATIONS</b> Any descriptions, sizes, dimensions, capacities, weights, etc. are given in good faith for guidance only and are not guaranteed as absolutely correct. Further we reserve the right to alter any specification, withdraw or substitute items in our product range without prior notice.</p> <p><b>DELIVERY</b> Any delivery dates quoted are estimates only and whilst we will use our best endeavours to meet such dates we will not be liable for any delay in delivery howsoever caused and in particular we do not accept liability for any loss of use, loss of profit or other consequential loss arising from any delay.</p> <p><b>DESPATCH</b> The method of despatch will be at our discretion unless otherwise agreed in writing. The cost of carriage/transport/post will be charged to the buyer. Packing materials and cases are non-returnable and will be charged at cost to the buyer.</p> <p><b>LOSS OR DAMAGE</b> (Applicable to UK mainland only) When the method of delivery is at our discretion we will repair or replace goods which are damaged or lost in transit at no cost to the buyer provided we receive written notification of such loss or damage within three days of delivery or seven days of receipt of invoice, When the method of delivery is prescribed by the buyer or the buyer collects goods from our works, risk in the goods will pass at the time of despatch or collection from our works.</p> <p><b>LEGAL CONSTRUCTION</b></p>

**CANCELLATION**

Subject to the next following sub clause an order once placed cannot be cancelled, deferred or altered by the buyer, except with our written consent in which case we reserve the right to cancellation charges which will take into account all costs incurred with respect to the cancelled order.

Notwithstanding clause 9 hereof, if a delivery date is not met and Customer so requests in writing the order may be cancelled and a full refund will be made of monies paid on account.

**DEFECTIVE PARTS AND MISDESCRIPTION**

(For Transport for London LEC low emission adaptations purchase orders refer to the Eminox Customer Service Pack for Warranty Conditions)

If within a period of five years from the date of purchase any standard silencer proves to be defective and such a defect is shown to our satisfaction to have been due to faulty design, materials or workmanship at the time of manufacture, we will at our option repair or replace such silencer or refund the original purchase price. Damage or defects due to misuse, accident, incorrect fitting or worn engine mountings are specifically excluded from the terms of this guarantee. We will be responsible for carriage charges within the United Kingdom only.

A similar guarantee applies to any other product including emissions products which within one year of the date of purchase is shown to our satisfaction to be so defective.

Such guarantees represent our entire responsibility to the customer in relation to any products and the customer accepts such guarantee in lieu of all other conditions, warranties or guarantees, express or implied, statutory or otherwise relating to the condition, quality or description or our products or their fitness for any purpose. In particular, but without limiting the generality of the foregoing, we

These conditions shall in all respects be construed and be effected only by English Law and all parties agree to submit to the jurisdiction of the English Courts. Except that we may take proceedings in Scotland and Northern Ireland against any party resident within the jurisdiction of those courts.

**FORCE MAJEURE**

We will not be liable if manufacture or delivery is prevented, hindered or delayed by reason of any strikes, lock-outs or other industrial disputes, difficulty in obtaining labour or materials, breakdown of plant or machinery, interruption of power supplies, government action or any other circumstances outside our control.

**DEFAULT**

If the buyer makes any agreement with its creditors compounding debts or suffers any execution or distraint to be levied upon its goods or commits any act of bankruptcy or enters into liquidation or has a receiver appointed to its assets, then without prejudice to any other remedies which we may have we reserve the right to cancel any unfulfilled orders.

**INDUSTRIAL PROPERTY**

Copyright and all other industrial property rights in our products are reserved to us and neither such products nor any drawings supplied by us may be copied without our prior written consent.

There is no condition or warranty that products supplied do not infringe any patent, copyright or other industrial property right of any third party.