

TERMS AND CONDITIONS OF ACTIVE MOBILITY SCOOTERS LTD

1. General

- (a) These conditions shall apply to orders and contracts for the supply of the equipment in the UK by the company or its authorised distributors to customers and if there are any qualifications or variations to these conditions it is important for the avoidance of doubt such variations should be in writing in the space provided overleaf.
- (b) All orders for goods shall be deemed to be an offer by the customer to purchase goods in accordance with these conditions.
- (c) The company does not allow any of its representatives, distributors or advisors to alter these terms and conditions and the customer should always ask for any alteration in writing.
- (d) The company accepts no responsibility for the loss or damage caused by the customer's misuse of the goods. (The customer's statutory rights are not affected by this clause)

2. Terms Of Payment

- (a) In the case of a cash sale, payment of the total price (less any deposit already paid) shall be made by the customer to the company on delivery of the equipment.
- (b) In the case of sales financed by the obtaining of a loan from the finance company, delivery of the equipment shall not take place till the finance company has approved the application for the loan. Upon delivery the customer shall sign such satisfactory note and/or other documents as maybe required by the finance company concerned
- (c) The customer shall have the right within seven days of the date of this contract or the date of delivery (whichever shall be earliest) to cancel this contract, and such cancellation shall be in writing and the company shall be entitled to retain from the deposit paid by the customer a cancellation charge of twenty percent of the order to a minimum of two hundred and fifty pounds.

3. Alteration Of Design

- (a) The company will use its best endeavours to supply the customers with the exact goods ordered, but where this is not possible the company will notify the customer as soon as possible of any alteration to the design or specifications of the equipment described in the sales literature and, where the alteration is fundamental to the goods ordered, the customer may terminate the contract and any deposit will be returned.

4. Return Of The Goods

- (a) The customer shall not be entitled to return goods supplied for any reason other than warranty conditions or in accordance with the customer's statutory rights.
- (b) It is the customer's responsibility to make sure that they follow the correct operating procedures, a copy of which is supplied on delivery.
- (c) If the company is called out by the customer during the arranged guarantee period because of fault in the goods, whether mechanical, electrical or otherwise, there will be no call-out charge. The company reserve the right to make call-out charge, where the damage of a product has been cause by accident or misuse.

5. Purchase Of Equipment

- (a) The company is under no obligation to buy back the equipment
- (b) The company may purchase back the equipment at their own discretion, depending on current market conditions.

6. Title

- (a) The goods shall remain the good of the company until the price has been discharged in full. A cheque given by a customer shall not be treated as a discharge until the same has been cleared.
- (b) The customer will pay a deposit on signing the order in the amounts stated overleaf, which is non-refundable unless the company is in default of its obligations under this current contract and the customer is not in default (subject to the provision of clause (c) above).
- (c) This agreement is deemed to have been entered into in Greater Manchester and accordingly any proceedings by the company arising out of in connection with this agreement shall be brought in Greater Manchester, however this clause shall not affect the rights of the customer to issue proceedings from any other county court or other court in accordance with the rules of the court.
- (d) The company will absorb any increase in the price of raw materials in connection with the manufacture of the goods and with no extra charge than the original specified contract price to the customer.

7. Terms Of Delivery

- (a) The company shall use to the best of its endeavours to fulfil orders promptly but cannot be responsible for any delays for matters outside its control. In the event that such delay shall be unreasonable the customer shall be entitled to cancel the contract and receive a full refund. For the purpose of this clause, an unreasonable delay shall be in excess of eight weeks from the date of the contract.