

## WARRANTY CLAIM FORM

Date:		Warranty ID:		<b>OFFICE USE ONLY</b>
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CUSTOMER INFORMATION			
Company Name:		Telephone:	
		Mobile:	
Company Address:			
Contact Name		Telephone:	
		Mobile:	
Email			

Full Chassis Number:	
Date of Collection of trailer:	
Nature of Warranty claim:	

**Please provide photographic evidence to [Warranty@Fruehauf.co.uk](mailto:Warranty@Fruehauf.co.uk)**

Warranty Claim Contact Information			
Tel:	Eleanor Jackson		
Email:	01476 515426		
	<a href="mailto:Warranty@Fruehauf.co.uk">Warranty@Fruehauf.co.uk</a>		

Acceptance of this Warranty Claim Form by Fruehauf is not an agreement by Fruehauf to repair or replace parts or materials, nor is it an agreement to refund any customer.

In the first instance, the validity of each warranty claim will be considered on its merits upon receipt of this Warranty Claim Form by Fruehauf.

Fruehauf may at its own discretion request additional evidence from a customer or carry out a vehicle inspection before assessing the validity of any warranty claim.

Fruehauf's decision will be confirmed to you in writing upon full and proper consideration of your warranty claim.

Fruehauf's warranty obligations are set out in full in its Standard Terms & Conditions for the Sale of Goods.



## Standard Terms & Conditions for the Sale of Goods and Services

1. Definitions: Where the context allows the "Company" means Fruehauf Limited no.7176536 England; the "Customer" means the party dealing with the Company; "Contract" means the agreement between the Company and the Customer for the sale and purchase of the Deliverables incorporating these Terms & Conditions and the Order; "Order" means the Customer's order for the Deliverables in substantially the same form as set out overleaf, including any amendment to order form; "Goods" and "Services" mean respectively all the goods and services which form the subject matter of the dealing between the Company and the Customer and "Deliverables" means the Goods or Services or both as the case may be; "In Writing" means in writing signed by the Company's and or the Customer's duly authorised representative.
  - 2.1 The Customer will contract exclusively on the basis of these Terms & Conditions and any other terms expressly agreed by the Company In Writing. Any contractual condition or term sought to be imposed by the Customer inconsistent with these Terms & Conditions will, if the Customer deals with the Company, have no force or effect except to the extent if at all that the contractual condition or term sought to be imposed by the Customer is expressly agreed by the Company In Writing.
  - 2.2 Each provision of these Terms & Conditions will be construed separately applying and surviving even if any other is held inapplicable or unreasonable
  3. Parties: Both the Company and the Customer will contract as principals and not otherwise. The Company will not be under any liability whatsoever arising in respect of any private dealings between the Customer and any of the Customer's employees or agents. All contracts will be personal to the Customer who may not transfer, assign or novate the benefit or burden of them except with the consent of the Company In Writing.
  4. Quotations: Every price quoted or estimated for Goods or Services is quoted or estimated upon the basis of these Terms & Conditions and subject hereto.
  5. Orders: No order will be accepted by the Company except upon the terms of these Terms & Conditions. No order given to the Company will be binding on it until accepted by it in writing and any required deposit has been paid.
  - 6.1 Price and VAT: The Price for the Deliverables shall be set out in the Order or, in default of such provision, shall be calculated in accordance with the Company's scale of charges in force from time to time.
  - 6.2 If between the date of the Contract and the date of completion of the Company's obligations there is a Material Adverse Change, the Customer may be required by the Company to pay the Company a sum in addition to the Price equal to the increased cost to the Company arising from or connected to the Material Adverse Change. 'Material Adverse Change' means any change, event, circumstance or effect occurring before the completion of the Company's obligations to the Customer that individually or taken in the aggregate is, or is reasonably likely to be, materially adverse to the business, operations (including but not limited to production processes), assets, position (financial, trading or otherwise), liabilities, profits or prospects of the Company.
  - 6.3 The Price is subject to the addition of Value Added Tax when payable the amount of which will be paid by the Customer. All prices and estimates given by the Company are for the quantities and dispatch conditions agreed by the Company and the Customer and will not apply to the other quantities or for different conditions of dispatch.
  - 7.1 Additional Charges: If it appears to the Company after receipt of an order that for satisfactory completion, goods or services additional to those specified in the Order are necessary, the Company will so inform the Customer and at the option of the Customer will either provide an estimate for the additional deliverables or complete such order and charge the Customer for the additional deliverables at the price in force at the date of completion of the Order.
  - 7.2 The Customer will pay all charges for collection, delivery, packaging, shipping, cartage, warehousing, Insurance and other expenses in the delivery or collection of Goods and the Company may in its absolute discretion charge at its standard storage rate for the custody of Goods retained by the Company. A list of the Company's standard storage charges from time to time is available upon written request from the Customer.
  - 8.1 Delivery: The Goods shall be delivered by the Company to the location set out in the Order and on the date or, in the case of performance of the Goods in instalments, on the dates specified in the Order. The Company when appropriate shall notify the Customer when Goods are ready for Delivery and the Customer shall take Delivery within 7 days of receipt by the Customer of the Company's invoice. Services shall be deemed delivered by the Company only on completion of the performance of the Services at the location set out in the Order.
  - 8.2 Time of Delivery and performance not of the essence: Any time or date specified by the Company will be taken as an estimate in good faith which the Company will use its reasonable endeavours to fulfil but will not be binding upon the Company.
  - 9.1 Payment Date: The Company shall invoice the Customer prior to Delivery or performance (as the case may be) of the Deliverables. Subject to condition 9.3, the Customer shall pay all invoices in full without deduction or set-off in cleared funds prior to Delivery of the Goods or the Services to the bank account nominated by the Company and within the period set out at 8.1 above.
  - 9.2 Time of payment is of the essence: Where sums due under these Terms & Conditions are not paid in full by the Payment Date the Company may, without limiting its other rights, charge interest on such sums at 8% a year above the base rate of The Bank of England from time to time in force, and interest shall accrue on a daily basis, and apply from the Payment Date until actual payment in full, whether before or after judgment.
  - 9.3 Credit Sales Etc: No credit or like terms will be given by the Company unless agreed by the Company at its option and In Writing. Goods will only be supplied on credit sale or like terms subject to approval of the Customer's references, completion of documents in approved terms, acceptance by the insurance company of the insurance proposal and compliance with all requirements of the Company and of the finance company or other party involved for the purpose of the credit sale, hiring or like arrangement. The Company reserves the right to sell the Goods to any third party for the purpose of supply to the Customer on credit sale hire purchase or like terms
  - 10.1 Transfer of Title: Ownership of the Goods shall not pass to the Customer, notwithstanding Delivery, until the Company has received payment in full and cleared funds and until such time the Customer shall hold the Goods as bailed for the Company.
  - 10.2 Risk in the Goods shall pass to the Customer at the time of Delivery.
  - 10.3 If the Customer fails to pay for Goods (in whole or in part) when due, convenes a meeting of creditors or ceases to trade, or a creditor appoints a receiver or manager or takes other enforcement action against the Customer's assets or any of them, or a petition is issued for a bankruptcy, winding-up or administration order or similar proceedings are instituted against it, or the Customer is liable to be found unable to pay its debts as defined in the Insolvency Act 1986, the Customer shall cease to be entitled to deal with or dispose of, or of any interest in the Goods.
  - 10.4 In the event that Condition 10.3 shall apply, the Company may at its own discretion require the Customer at the Customer's

- expense to deliver up Goods already delivered to it to the Company or may enter any premises where the Goods may be located and repossess them. The Company shall be entitled to recover from the Customer any diminution in value brought about the Customer's use of the Goods.
- 11.1 Cancellations: Orders placed by the Customer cannot be cancelled in whole or in part unless agreed In Writing and on the condition that the Customer will reimburse the Company for any loss or expense incurred by it as a result of the cancellation. The Company will be entitled at any time to require the Customer to pay a deposit against costs. If the order is subsequently cancelled the Company will be entitled to retain the deposit or part of it in order to recover any loss or expense incurred by the company by reason of such cancellation. If work on the order is suspended because of the Customer's instructions or lack of them the Company reserves the right to treat such circumstances as cancellation by the Customer.
- 11.2 If the Customer fails on the due date to make the payment to the Company under any contract with the Company, the Company may at its option and without prejudice to its other rights:
- treat any contract for goods cancelled, the Company being entitled to retain the deposit or part thereof in order to recover any loss or expenses incurred by the Company by reason of such cancellations; and/or
  - if Services are to be performed suspend or cancel further services under any contract with the Customer for services; and/or
  - charge Interest on any amount outstanding at any time from the date upon which any such amount was due for payment until payment whether before or after judgement at a rate of 8% per annum above The Bank of England Base Rate from time to time.
- 11.3 If the Company provides an estimate and such estimate is not accepted by the Customer then the Company will be entitled to cancel the Contract in which event the Customer will pay the Company for any Deliverables performed prior to such cancellation at the prices in force at the date of such cancellation.
- 12.1 Lien: The Company will have a general lien on all goods and property belonging to the Customer for all monies due to the Company by the Customer. If any such monies remain unpaid at the expiry of one month after notice in writing has been given by the Company to the Customer that any such goods or property are being detained the Company will have the irrevocable authority of the Customer to sell any such goods or property and to apply the proceeds of the sale (after deducting any costs and expenses incurred including without limitation storage and interest charges) in discharge of the Customer's indebtedness and thereafter to account to the Customer for the balance if any.
- 12.2 The Company has the right to stop Goods in transit and to make a storage charge at its standard storage rate from time to time.
- 12.3 The rights set out at 12.1 and 12.2 shall be in addition to all other rights which the Company has.
- 13 The Company reserves the right to make any change, without notice, in materials and components, dimensions, specifications and designs which it thinks reasonable, desirable or necessary. Any such change will be deemed not to constitute a change in any description of the Goods nor to affect the validity of the Order or Contract.
- 14.1 Illustrations and Descriptions: General illustrations, photographs and descriptions contained in or accompanying any quotations from the Company or contained in the Company's price lists, advertisements or other material or otherwise provided by the Company are intended as a guide only and will not be binding on the Company and will not form part of any contract.
- 14.2 All weights quoted are subject to a minus 4% tolerance and a plus 4% tolerance.
- 15 Advice: The Company will not be under any liability whatsoever in respect of any advice given or views expressed to the Customer whether or not such advice is given or such views are expressed at the Customer's request.
- 16 Goods returned without the consent in writing of the Company will not be accepted for credit.
- 17 Replacement Parts: Any part of any vehicle which is renewed or replaced by the Company in the course of rendering services will be at the disposal of the Company unless the Customer before completion of the Services makes a request in writing for its return.
- 18 Method of working: The Company is entitled to carry out all Services in such manner and by such means as the Company in its absolute discretion thinks fit.
- 19.1 Warranty and Guarantee: New Goods are sold by the Company with the benefit of the Warranty contained in paragraph 19.2 of these Terms & Conditions only and the Customer waives all other warranties, conditions or other terms whether expressed or implied statutory or otherwise which are excluded from any contract. The Warranty only applies to any part of the Goods that consists of new items manufactured by the Company.
- 19.2 The Company warrants:
- that the Goods conform in all material respects to any sample, their description and to the Specification; are free from material defects in design, material and workmanship and are of satisfactory quality within the meaning of the Sale of Goods Act 1979; and
  - if any defect becomes apparent in the Goods and is notified in writing to the Company by the customer within: in the case of vehicles, 12 months of the date of notification that Goods are ready for Delivery or collection whichever is the sooner; and in all other cases within 90 days of the date of notification that Goods are ready for Delivery or collection whichever is the sooner; and
  - upon examination by the Company the defect is found by it to be due to defective design, material or workmanship; and
  - in the case of vehicles is not a defect in ancillary equipment or items covered by their own respective warranties
- the Company will subject to condition 19.3 at its option correct, repair, remedy, re-perform or refund the Goods that do not comply with this condition 19.2.
- 19.3 The Warranty contained in condition 19.2 of these Terms & Conditions will:
- not apply to defects caused by wear and tear, overloading, misuse or neglect or to any of the Goods or any part of them which have been repaired, modified or altered in any way by anyone other than the Company or one of its duly authorised representatives; and
  - not make the Company liable to the Customer for any claims or damages or loss; and
  - apply only whilst the Goods are still the property of the Customer; and
  - cease to apply if any identification plates, numbers or marks on the Goods are altered, tampered with, defaced or removed.
- 19.4 The Company warrants that the Services are supplied with reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982, Part II, s 13 and are rendered by the Company on the basis that the Company will at its own expense make good any defect in the product of the Services attributable to bad design, workmanship or the use of unsatisfactory material which occurs and becomes apparent within six months of the completion of the Services if and only if the Customer has notified the Company in writing of the defect within that period and within one month of the defect becoming

- apparent. Where the Company uses in connection with the Services materials which are not of its own manufacture the Company will in addition use its reasonable endeavours to pass on to the Customer any guarantee or warranty given to the Company in relation to such materials by the manufacturer or supplier of them.
- 20.1 Limitation of liability: The extent of the parties' liability under or in connection with these Terms & Conditions (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this condition 20.
- 20.2 The Company's total liability shall not exceed the Total Unit Price identified in the Order.
- 20.3 Subject to 20.4, 20.5, and 20.6 the Company shall not be liable for consequential, indirect or special losses or any of the following (whether direct or indirect): loss of profit; loss of data; loss of use; loss of production; loss of contract; loss of opportunity; loss of savings, discount or rebate (whether actual or anticipated); harm to reputation or loss of goodwill or losses arising from hire costs.
- 20.4 The limitations of liability set out at 20.1 and 20.2 shall not apply in respect of any indemnities given by either party under these Terms & Conditions.
- 20.5 Notwithstanding any other provision of these Terms & Conditions, the liability of the parties shall not be limited in any way in respect of: death or personal injury caused by negligence; fraud or fraudulent misrepresentation; or any other losses which cannot be excluded or limited by applicable law.
- 20.6 The Company will not be liable for any loss, damage or destruction of the Customer's goods or property or any part of them in the Company's possession, custody or control, nor for any direct or indirect loss or damage arising (including loss of profit; loss of data; loss of use; loss of production; loss of contract; loss of opportunity; loss of savings, discount or rebate (whether actual or anticipated); harm to reputation or loss of goodwill) or losses arising from hire costs. The Company accepts no responsibility for any damage or loss, direct or indirect, which may arise after the Goods have left the Company's premises.
- 20.7 Employees of the Company driving the Customer's vehicle will be deemed for all purposes to be the employees of the Customer.
- 21.1 Force Majeure: A party shall not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it promptly notifies the other of the Force Majeure event and its expected duration and uses best endeavours to minimise the effects of that event. If, due to Force Majeure, a party is or shall be unable to perform a material obligation or is delayed in or prevented from performing its obligations for a total of more than 30 days in any consecutive period of 60 days the parties shall, within 30 days, renegotiate the Contract to achieve, as nearly as possible, the original commercial intent.
- 21.2 For the purposes of this condition 21, a Force Majeure event means any act of God, war, insurrection, civil commotion, riot, act of sabotage, terrorism, natural disaster (such as violent storm, earthquake, tidal wave, flood and/or lightning), explosion, fire, destruction of plant, machinery and/or factory, strike, lockout, labour dispute, shortage of labour and/or materials and/or any other event or condition beyond the reasonable control of the Customer and the Company (as appropriate).
22. Default by the Customer: If the Customer breaches any term of any contract or any of the Terms & Conditions, or not being a Company becomes bankrupt or has a bankruptcy petition presented against him or makes or offers to make composition or arrangement with his creditors, or being a company a petition is presented or any order made or any resolution passed or any other action taken for or with a view to its liquidation or winding up or administrative receiver, receiver, liquidator or similar officer is appointed in respect of the whole or any part of its undertaking, property or assets or if it concerns a meeting for the purpose of making or proposing to enter into any arrangement for the benefit of its creditors, then and in any such case, the Company will be entitled:
- a) to cancel all contracts with the Customer without prejudice to any other claims or rights which the Company may have; and
- b) to sell or resell any goods and an amount equal to any loss or damage sustained by the Company will be paid to the Company by the Customer.
- The lien contained in paragraph 12 of these Terms & Conditions will extend to the amount just mentioned equal to any loss or damage sustained by the Company and any deposit paid will be retained by the Company.
23. Errors: No claim regarding errors in dispatch or invoicing will be accepted unless received by the Company within 14 days of receipt by the Customer of the Company's advice note or invoice as the case may be relating to the claim.
24. Agents and Distributors: Traders selling or distributing goods manufactured by or originating from the Company whether or not called in the trade 'Agents' or 'Distributors' are not in law the agents of the Company and cannot bind it in any way whatsoever. No employee of the Company (other than the Company's duly authorised representative and only in writing under his hand) and no Agent or Distributor of the Company has any authority to vary these Terms & Conditions.
25. Inspection and Tests: If requested and before contract the Customer may inspect and test such vehicles as may be available for inspection and testing at the Company's works.
26. Resale by Customer: Any resale of Goods by the Customer will be as principal and the Customer will not incur not purport to incur any liability whatsoever on behalf of the Company or attempt to bind it to third parties in any matter whatsoever. The Customer will in all dealings relating directly or indirectly to the resale or other disposition of Goods clearly indicate that it is acting as principal and will not expressly or impliedly do any act or thing which may cause it to be taken by a third party as acting as an agent of the Company. The Customer will not in any resale in the course of its business or in any other way make any representation nor give any warranty in relation to the Goods unless such representations of warranty is first approved in writing by the Company or is contained in any written material published by the Company (and not to the knowledge of the Customer withdrawn).
27. Repairs: If any goods received by the Company for repair or other work are not collected and the Company's charges are not paid within seven days of receipt by the Customer of a Company invoice, the Company may after the expiry of a further period of one calendar month charge for storage at its standard storage rate from time to time and may at any time thereafter sell the Goods and retain all unpaid repairing and storage charges out of the proceeds, any balance of which will be paid to the Customer.
- 28.1 Part Exchange: The Customer warrants that:
- a) it has good and marketable title to all second hand or used goods ('Used Goods') and if delivered to the Company as part consideration for any sale of Goods are free from any and all liens, charges and encumbrances at the time of delivery thereof to the Company and until property therein passes to the Company; and
- b) the Customer has the right to sell and dispose of them; and
- c) the Used Goods will be delivered to the Company before taking delivery of the Goods in the same condition and appearance as

- they were when inspected by or on behalf of the Company, the Company being the sole judge thereof.
- 28.2 The Company reserves the right to accept or reject the Used Goods as its option if in its sole judgement the condition of them upon delivery to the Company is not the same as when they were inspected by it or on its behalf prior to the sale of the Goods.
- 28.3 The total liability of the Company to the Customer for Used Goods will be the allowance stated in the contract documentation the amount of which will be applied by the Company in part payment of the sale price of the Goods but if the order is for whatever reason cancelled or the Customer fails to take delivery of the Goods the Company may elect to return the Used Goods to the Customer or to purchase the Used Goods at their appraised value at the date of purchase as determined and the date of such purchase. If the Company elects to return the Used Goods it will not be by the Company in respect of repairs, alterations and improvements made by it to or upon the Used Goods.
29. Arbitration: The parties shall use all reasonable endeavours to reach a negotiated settlement of any dispute arising out of or in connection with this Contract. If the dispute has not been resolved within 20 days of service of a notice by either party that a dispute has arisen, then the matter shall be referred to and finally resolved by arbitration under the rules of the London Court of International Arbitration, which Rules are deemed to be incorporated by reference into this condition.
30. Notices: Any notice, Invoice or other document required or otherwise to be served or given under these Terms & Conditions or any contract between the Company and the Customer will be written in the English Language and will be sent by email or served or given by being left at or sent by the prepaid First Class post to the registered office or last known principle place of business of the party to whom it is addressed. Any such documents sent by Inland Post will be deemed to be served or given 48 hours after posting, or 7 days if sent by airmail to or from Countries outside the United Kingdom. In proving such service or giving it will be sufficient to prove in the case of posting that the document was placed in the post in a properly stamped and addressed envelope and in the case of an email on receipt of a delivery or read receipt email from the email address to which the notice, Invoice or other document is sent.
31. Anti-bribery: Each party shall comply with the Bribery Act 2010 including ensuring that it has in place adequate procedures to prevent bribery and ensure that all of that party's agents, personnel and subcontractors shall not make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf. Each party shall immediately notify the other as soon as it becomes aware of a breach or possible breach of any of the requirements in this condition 31.
32. Entire agreement: The parties agree that the Contract constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter. Each party acknowledges that it has not entered into the Contract in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract.
33. Proper Law: The proper law of these Terms & Conditions and the Contract is English law in accordance with which they shall be interpreted and construed. The Customer submits to the non-exclusive jurisdiction of the English courts.