

MOUNTAIN TRIKE SALES TERMS AND CONDITIONS

1. Application

These Terms and Conditions shall apply to the purchase of the goods detailed overleaf ("Goods") by you ("Buyer") from the Mountain Trike Company [a company registered in the United Kingdom under number 06583499. No other terms and conditions shall apply to the sale of the Goods unless agreed upon in writing between the Buyer and Seller.

2. Interpretation

2.1 A "business day" means any day other than a Saturday, Sunday or public holiday

2.2 The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.

2.3 Words imparting the singular number shall include the plural and vice-versa.

3. Goods

3.1 The description of the Goods are as set out in the Seller's website and brochures and confirmed in this invoice / order acknowledgement. In accepting this, the Buyer acknowledges that it does not rely on any other representations regarding the Goods save for those made in writing by the Seller. No descriptions of the Goods set out in the Seller's website and brochures shall be binding on the Seller and are intended as a guide only.

3.2 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform to any applicable safety or other statutory or regulatory requirements.

4. Price

4.1 The price ("Price") of the Goods shall be that set out in this acknowledgement / invoice.

4.2 If the cost of the Goods to the Seller increases due to any factor beyond the Seller's control including, but not limited to, material costs, labour costs, alteration of exchange rates or duties, or changes to delivery rates, the Seller reserves the right to increase the Price prior to delivery.

4.3 Any increase in the Price under sub-Clause 4.2 shall only take place upon the Seller informing the Buyer of the increase in writing.

4.4 The Price is exclusive of fees for transportation free on board from Mountain Trike Company Ltd

4.5 The Price is exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

5. Basis of Sale

5.1 This invoice / order acknowledgement (including any non-standard Price negotiated in accordance with sub-Clause 4.1) is valid for a period of 14 days from the date shown overleaf unless expressly withdrawn by the Seller at an earlier time.

6. Payment

6.1 The Buyer shall pay a non refundable deposit of £2,500 per Trike within 14 days of the date shown overleaf, unless otherwise agreed in writing between the Seller and the Buyer.

6.2 The Buyer shall pay the remaining balance of the invoice on completion of the Trike and before delivery, unless otherwise agreed in writing between the Seller and the Buyer.

6.3 Time for payment shall be of the essence of the Contract between the Seller and the Buyer.

6.4 Receipts for payment will be issued by the Seller only at the Buyer's request.

6.5 All payments must be made in British Pounds unless otherwise agreed in writing between the Seller and the Buyer.

7. Delivery

7.1 The Seller shall arrange for the delivery of the Goods on or as near as reasonably possible to the delivery date detailed in this invoice / order acknowledgement to the address specified overleaf or to another location as agreed in writing between the Seller and the Buyer.

7.2 If no delivery address is specified by the Buyer or if it is so agreed between the Seller and the Buyer, the Buyer shall collect the Goods from the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection.

7.3 If the Buyer fails to take delivery of the Goods the Seller may, at its discretion and without prejudice to any other rights:

(a) store or arrange for the storage of the Goods and shall charge the Buyer for all associated costs and expenses including, but not limited to, transportation, storage and insurance; and / or

(b) make arrangements for the redelivery of the Goods and shall charge the Buyer for the costs of such redelivery.

7.4 If redelivery is not possible under sub-Clause 7.3(b), the Buyer shall be required to collect the Goods from the Seller's premises and shall be notified of the same. The Seller reserves the right to charge the Buyer for all associated costs including, but not limited to, storage and insurance.

8. Risk and Title

8.1 Risk of damage to or loss of the Goods shall pass to the Buyer either when the Goods are delivered to the Buyer or when the Seller notifies the Buyer that the Goods are ready for collection.

8.2 If the Buyer wrongfully fails to take delivery of the Goods, risk shall pass to the Buyer at the time when the Seller has tendered delivery of the Goods.

8.3 Legal and beneficial title in the Goods shall not pass to the Buyer until the Seller has received, in cash or cleared funds, payment in full of all outstanding amounts.

8.4 The Seller reserves the right to repossess any Goods in which the Seller retains legal and beneficial title if full payment is not received in accordance with Clause 6. In the event of such repossession the Buyer shall deliver the Goods in which legal and beneficial title has not passed to the Seller at its own cost.

8.5 The Buyer's right to possession of the Goods in which the Seller retains legal and beneficial title shall terminate if:

(a) the Buyer commits a material breach of its obligations under these Terms and Conditions; or

(b) the Buyer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors.

9. Returns

9.1 The Buyer may return Goods to the Seller only if they are damaged or defective on delivery.

9.2 Goods which have been custom made for the Buyer may only be returned if they are defective. The Buyer's statutory rights are unaffected.

10. Guarantees

The Seller provides no additional guarantees beyond those already supplied with the Goods.

11. Communications

11.1 All notices under these Terms and Conditions shall be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).

11.2 Notices shall be deemed to have been duly given:

(a) when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;

(b) when sent, if transmitted by email and a successful transmission report or return receipt is generated;

(c) on the fifth business day following mailing, if mailed by national ordinary mail; or

11.3 All notices under these Terms and Conditions shall be addressed to the most recent address, email address notified to the other party.

12. Force Majeure

Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

13. Liability

The Mountain Trike must be used and maintained in accordance with the owner's manual and for the purpose for which it is supplied. The Seller does not accept liability in relation to any other use.

14. No Waiver

No waiver by the Seller of any breach of these Terms and Conditions by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

15. Severance

In the event that one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (which shall remain valid and enforceable).

16. Consumer Rights

Nothing in these Terms and Conditions shall affect the Buyer's statutory rights as a consumer.

17. Law and Jurisdiction

17.1 These Terms and Conditions shall be governed by, and construed in accordance with, the laws of England and Wales.

17.2 Any dispute, controversy, proceedings or claim between the Seller and the Buyer relating to these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.