

TRIBO RAIL UK LIMITED trading as “TribocV”

Terms and Conditions

AGREED TERMS

1. ABOUT US

- 1.1 Company details.** Triboc Rail UK Limited (company number 06672481) (**we** and **us**), is a company registered in England and Wales and our registered office is at 36A Market Street, New Mills, High Peak, Derbyshire SK22 4AA. Our main trading address is PO Box 676, Bury, Lancashire BL8 9RR. Our VAT number is GB970955874. We operate the websites www.triborail.com and www.tribocv.com
- 1.2 Contacting us.** To contact us telephone our customer service team at 01298 214980 or email enquiries@tribocv.com. How to give us formal notice of any matter under the Contract is set out in Clause 16.2.

2. OUR CONTRACT WITH YOU

- 2.1 Our contract.** These terms and conditions (**Terms**) apply to the order by you and supply of goods by us to you (**Contract**). No other terms are implied by trade, custom, practice or course of dealing. By placing an order with us, you warrant, represent and undertake to us that you are not a consumer and that you place the order in the course of your business.
- 2.2 Entire agreement.** The Contract is the entire agreement between us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.
- 2.3 Language.** These Terms and the Contract are made only in the English language.
- 2.4 Your copy.** You should print a copy of these Terms or save them to your computer for future reference.

3. PLACING AN ORDER AND ITS ACCEPTANCE

- 3.1(A) Placing your order online.** Please follow the onscreen prompts to place an order. Each order is an offer by you to buy the goods specified in the order (**Goods**) subject to these Terms.
- 3.1(B) Placing your order offline.** Orders may only be placed using a purchase order in such format and prescribing such information as we may from time to time require (**Purchase Order**). A Purchase Order may be sent to us by post or by e-mail in PDF format.
- 3.2 Correcting input errors.** Our online order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order is complete and accurate.
- 3.3 Acknowledging receipt of your order.** After you place an order, you will receive an email from us acknowledging that we have received it, but please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in Clause 3.4.

- 3.4 Accepting your order.** Our acceptance of your order takes place when we send the email to you to accept it, at which point the Contract between you and us will come into existence.
- 3.5 If we cannot accept your order.** If we are unable to supply you with the Goods for any reason, we will inform you of this by email and we will not process your order. If you have already paid for the Goods, we will refund you the full amount including any delivery costs charged as soon as possible.

4. OUR GOODS

- 4.1** The images of the Goods on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Goods. The colour of your Goods may vary slightly from those images.
- 4.2** All sizes, weights, capacities, dimensions and measurements indicated on our site have a 2% tolerance.
- 4.3** The packaging of your Goods may vary from that shown on images on our site.
- 4.4** We reserve the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirement. This specifically includes any changes required to be made in anticipation of, as a result of or in consequence of the United Kingdom leaving the European Union (Brexit).

5. RETURN AND REFUND

- 5.1** We may in our discretion agree to vary the contract if you have ordered the wrong goods by mistake and to supply alternative goods to you instead. Any refund will be conditional on all goods being returned to us promptly and unused in their original packaging in a reusable condition. We shall not be obliged to consider providing alternative goods unless we are notified within 7 days of shipment by us to you of the original ordered goods.
- 5.2** To apply vary the Contract, you must complete the variation form [INSERT LINK TO FORM] on our website whether you ordered the Goods online or offline). Provided you use this method we will email you to confirm we have received your application for variation of the Contract. If we agreed to vary the Contract we will confirm that to you by e-mail. Any agreement by us to vary the Contract is conditional on you returning to us the original ordered goods, unused and with any packaging in a reusable condition and prior payment of any additional sum for the substituted goods together with any additional shipping, handling and transaction charges.
- 5.3** If the original goods are not returned to us as provided in Clause 5.2, you must pay for any replacement goods in full before despatch of such replacement goods. Once you paid for the replacement goods, we will either at your request (i) redeliver the goods to you on receipt of payment of all shipping and insurance charges for redelivery; or (ii) dispose of the goods using our reasonable endeavours, but without being obliged to obtain any particular amount for the goods and without otherwise acting, or accountable to you, as your agent. If you do not inform us promptly when requested whether you wish us to redeliver the goods or dispose of them, then we shall do either (i) or (ii) above at our discretion and, in case of (ii) above we will refund to you the net amount after deduction of any costs of disposal including restocking and any bank charges on transfer of funds to you.
- 5.4** If you have returned the Goods to us under this Clause 5 because they are faulty or misdescribed, we will refund the price of the Goods and will refund the sum to you on the credit card or debit card used by you to pay or to the bank account where we have the details.
- 5.5** If Goods have been delivered to you before you decide to apply to vary the Contract under Clause 5.2 then you must return them to us without undue delay and in any event not later than 14 days after the day on which we

informed you that we will agree to cancel the Contract. You can either send them back, or hand them to our authorised carrier. Please see our Returns page [INSERT HYPERLINK] for our returns address, [printable returns labels] and information about our authorised carrier and how to arrange a return. If we have offered to collect the Goods from you, we will collect the Goods from the address to which they were delivered. We will contact you to arrange a suitable time for collection.

6. DELIVERY, TRANSFER OF RISK AND TITLE

- 6.1** We will contact you with an estimated delivery date, which will usually be within 30 days after the date on which we email you to confirm our acceptance of your order. Occasionally our delivery to you may be affected by an Event Outside Our Control. See Clause 14 (Events Outside our Control) for our responsibilities when this happens.
- 6.2** Delivery is complete once the Goods have been unloaded at the address for delivery set out in your order and the Goods will be at your risk from that time.
- 6.3** You own the Goods once we have received payment in full, including of all applicable delivery charges.
- 6.4** If we fail to deliver the Goods, our liability is limited to the cost of obtaining replacement goods of a similar description and quality in the cheapest market available, less the price of the Goods. However, we will not be liable to the extent that any failure to deliver was caused by an Event Outside Our Control, or because you failed to provide adequate delivery instructions or any other instructions that are relevant to the supply of goods.
- 6.5** If you fail to take delivery within 5 days after the day on which we notified you that the Goods were ready for delivery or we tried to deliver them to you (whichever is the later), we may resell part of, or all the Goods and after deducting any reasonable storage and selling costs, account to you for any excess over the price of the Goods or charge you for any shortfall below the price of the Goods in which case you agree to pay for the shortfall on demand.

7. NO INTERNATIONAL DELIVERY

- 7.1** Unfortunately, we do not deliver to addresses outside the UK.
- 7.2** You may place an order for Goods from outside the UK, but this order must be for delivery to an address in the UK.

8. PRICE OF GOODS AND DELIVERY CHARGES

- 8.1A** Online: The prices of the Goods will be as quoted on our site at the time you submit your order. We take all reasonable care to ensure that the prices of Goods are correct at the time when the relevant information was entered onto the system. However, please see Clause 8.5 for what happens if we discover an error in the price of Goods you ordered.
- 8.1B** Offline: The prices of Goods will be quoted by us in writing prior to the submission of a signed Purchase Order. Unless otherwise stated, the price is valid for 30 days from the date of quote.
- 8.2** Prices for our Goods may change from time to time, but changes will not affect any order you have already placed.
- 8.3A** The price of Goods sold online includes VAT at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT

you pay, unless you have already paid for the Goods in full before the change in VAT takes effect.

- 8.3B** The price of goods sold offline includes VAT at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Goods in full before the change in VAT takes effect.
- 8.4** Unless otherwise stated the price of the Goods sold online includes delivery charges. If these apply they will be advised to you during the check-out process, before you confirm your order. To check relevant delivery charges, please refer to our Delivery Charges page [INSERT HYPERLINK]. For offline orders delivery charges will be stated on the quotation supplied or confirmed in writing prior to acceptance of the order.
- 8.5** We sell a large number of Goods through our site. It is always possible that, despite our reasonable, some of the Goods on our site may be incorrectly priced. We will normally check prices as part of our dispatch procedures so that:
- (a) where the Goods' correct price is less than the price stated on our site, we will charge the lower amount when dispatching the Goods to you; and
 - (b) if the Goods' correct price is higher than the price stated on our site, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Goods at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. However, if we mistakenly accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may cancel supply of the Goods and refund you any sums you have paid.
- 8.6** All Goods must be paid for in Pounds Sterling unless we have agreed in writing that you may pay in another currency. If we agree to accept another currency, you also agree to pay for any shortfall on conversion into Sterling including any bank charges relating to such conversion.

9. HOW TO PAY

Online sales

- 9.1** You can pay for Goods using available methods on the website. Alternatively you can request a pro forma invoice to be issued.
- 9.2** Payment for the Goods and all applicable delivery charges is in advance. We will not charge your debit card or credit card until we dispatch your Goods.

Offline sales

- 9.3** You may pay by direct bank transfer. Transfers must be made to the following account [Bank / Branch / Address / Sort code / Account number / IBAN]. All transfers must include an applicable payment reference. Terms are payment within 30 days of acceptance by us of your order (**Due Date**).

Payment can also be made by cheque sent by post to the company's trading address stated in clause 1.1 (not to the registered office). The Goods will be shipped once funds have cleared into our account.

- 9.4** If we agree to ship Goods before receiving cleared funds, interest is charged at the judgement debt rate as fixed by statute or statutory instrument from time to time if payment is not received by the Due Date.

10. MANUFACTURER'S GUARANTEE

The majority of the Goods we sell to you come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's guarantee provided with the Goods.

11. TECHNICAL ASSISTANCE

Because of our links with the manufacturer of the Goods, we are able to provide technical assistance to buyers as an additional benefit without further charge. Please refer to our website and/or the information included with your Goods for further details of how to access this assistance.

12. OUR WARRANTY FOR THE GOODS

12.1 The Goods are intended for use only in the UK. We do not warrant that the Goods comply with the laws, regulations or standards outside the UK.

12.2 We provide a warranty that on delivery and for a period of 12 months from delivery, the Goods shall:

- (a) subject to Clause 4, conform in all material respects with their description;
- (b) be free from material defects in design, material and workmanship;
- (c) comply with standard UN ECE R90 as extended under ECE R90:02 or any equivalent standard replacing the same;
- (d) perform as to frictional characteristics to within 15% of original equipment.

12.3 Subject to clause 12.4, if:

- (a) you give us notice in writing within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in Clause 12.2;
- (b) we are given a reasonable opportunity of examining the Goods; and
- (c) if we ask you to do so, you return the Goods to us at our cost,

we will, at our option, replace the defective Goods, or refund the price of the defective Goods in full.

12.4 We will not be liable for breach of the warranty set out in Clause 12.2 if:

- (a) you make any further use of the Goods after giving notice to us under Clause 12.3;
- (b) the defect arises as a result of us following any drawing, design or specification supplied by you;
- (c) you alter or repair the Goods, or attempt to do so, without our written consent;
- (d) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions including excessive braking or with loads in excess of our or the manufacturer's recommendations or design limit, or in breach of any advisory or regulatory provision for use of the Goods, or any modification made by you;
- (e) the defect would reasonably have been discoverable if the applicable regulations and requirements, good industry practice, or the manufacturer's recommendations had been properly adhered to;
- (f) if, following emergency use or an accident, the Goods and all related braking systems have not been properly inspected for damage by a qualified engineer and certified as undamaged and fit for continued use;
- (g) the Goods differ from their description or specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements;
- (h) the Goods or any braking equipment have been fitted or operated incorrectly, not maintained and/or inspected in accordance with applicable regulations and requirements, good industry practice, or the manufacturer's recommendations; or if any recommendations made or requirements following any inspection (or which would have resulted had such maintenance or inspection been carried out) has not been duly implemented; or if any

sensors, warning lights or indicators have been ignored or not acted on with due diligence; or
(i) and to the extent that liability is due to the failure of a part of the braking system other than the Goods.

- 12.5** We will only be liable to you for the Goods' failure to comply with the warranty set out in clause 12.2 to the extent set out in this Clause 12.
- 12.6** The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 12.7** These Terms also apply to any repaired or replacement Goods supplied by us to you.
- 12.8** Where a contract for Goods is conducted on or concluded through an online shopping website, the warranty contained in clause 12.2 is without prejudice to any additional warranties required to be provided by us to you by the online shopping website.

13. OUR LIABILITY: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 13.1** We only supply the Goods for internal use by your business, and you agree not to use the Goods for any resale purposes. In any event the Goods are specifically prohibited from export, transfer to or use in North America.
- 13.2** Nothing in these Terms limits or excludes our liability for:
- (a) death or personal injury caused by our negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
 - (d) any other liability that cannot be limited or excluded by law.
- 13.3** Subject to Clause 13.2 we will under no circumstances be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- (a) any loss of profits, sales, business, or revenue;
 - (b) loss of business opportunity;
 - (c) loss of anticipated savings;
 - (d) loss of goodwill; or
 - (e) any special, indirect or consequential loss.
- 13.4** Subject to Clause 13.2 our total liability to you for all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will in no circumstances exceed the price of the Goods.
- 13.5** Except as expressly stated in these Terms, we do not give any representations, warranties or undertakings in relation to the Goods. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Goods are suitable for your purposes.

14. TERMINATION

- 14.1** Without limiting any of our other rights, we may suspend the supply or delivery of the Goods to you, or terminate the Contract with immediate effect by giving written notice to you if:
- (a) you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to

- remedy that breach within 5 days of you being notified in writing to do so;
- (b) you fail to pay any amount due under the Contract on the due date for payment;
 - (c) you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - (d) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
 - (e) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.

14.2 Termination of the Contract shall not affect your or our rights and remedies that have accrued as at termination.

14.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

15. EVENTS OUTSIDE OUR CONTROL

15.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).

15.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Goods to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

15.3 You may cancel the Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel the contract in this circumstance please contact us. If you opt to cancel, you will have to return (at our cost) any relevant Goods you have already received unused and with their original packaging and we will refund the price you have paid, including any delivery charges.

16. COMMUNICATIONS BETWEEN US

16.1 When we refer to “in writing” in these Terms, this includes email.

16.2 Any notice or other communication given by one of us to the other under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email.

16.3 A notice or other communication is deemed to have been received:

- (a) if delivered personally, on signature of a delivery receipt;
- (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or

(c) if sent by email, at 9.00 am the next working day after transmission.

16.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

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

17. GENERAL

17.1 Assignment and transfer.

(a) We may assign or transfer our rights and obligations under the Contract to another entity.

(b) You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

17.2 Variation. Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

17.3 Waiver. If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

17.4 Severance. Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

17.5 Third party rights. The Contract is between you and us. No other person has any rights to enforce any of its terms.

17.6 Governing law and jurisdiction. This Contract is governed by English law and each party irrevocably agrees to submit all disputes arising out of or in connection with this Contract to the exclusive jurisdiction of the English courts.