

1 BASIS OF CONTRACT

These terms and conditions apply to all contracts made by the Customer with DOMETIC UK LIMITED (Dometic). Registered address Dometic House, The Brewery, Blandford ST Mary, Dorset DT11 9LE. Registered in England No. 04190363. They contain exclusions and limitations of liability. Any amendments to or departure from these terms shall be invalid unless previously agreed in writing by an Authorised Representative. These terms and conditions contain no limitations or exclusions of liability for loss arising out of death or personal injury caused by negligence or for any other liability that cannot be excluded or limited by English law. The provisions in these terms and conditions do not affect the statutory rights of a consumer.

2 DEFINITIONS

- 2.1 The Following definitions shall apply to these Standard Terms and to any additional contract terms incorporating them.
- (i) 'Authorised Representative' means Director or Company Secretary.
 - (ii) 'Brochure' means any brochure, catalogue, pricelist, leaflet, advertising or descriptive matter produced by Dometic relating to its Goods and shall include information on the Website.
 - (iii) 'Contract' means any valid and legally binding contract between the Customer and Dometic, incorporated in these standard terms.
 - (iv) 'Customer' means any person, firm or company to whom Dometic supplies Goods.
 - (v) 'Goods' means the products and services (including any installation or parts of them) which Dometic agrees to supply to the Customer.
 - (vi) 'Loss' means loss of profit, damages, costs, legal expenses or other losses.
 - (vii) 'Liability' means any liability arising by reason of any representation (unless fraudulent), or any breach of any implied term or any duty at common law, or under any statute, or under any express term of these Standard Terms.
 - (viii) 'Price' means the price and currency at which Dometic has agreed to accept the Customer's order and includes, where appropriate, the new price as defined in clause 5.9.
 - (ix) 'Website' means www.dometic.com

3 APPLICATION OF CONDITIONS

- 3.1 Any written order or other communication of any kind from the Customer containing any terms and/or conditions inconsistent with these Standard Terms shall not be accepted by Dometic to the extent of such inconsistency and such inconsistent terms and/or conditions shall be deemed to be severable and shall be severed from the order or communication without otherwise affecting the validity thereof.
- 3.2 No employee, servant or agent of Dometic has authority to vary these Standard Terms orally and no variation of these Standard Terms shall be effective or binding on Dometic unless made in writing and signed by an Authorised Representative.
- 4 ORDERS, CANCELLATIONS AND SPECIFICATIONS
- 4.1 No order for supply arising from a quotation or otherwise shall be deemed to be accepted or constitute a legally enforceable contract with Dometic until accepted in writing by Dometic or until delivery of the Goods whichever shall be the earlier.
- 4.2 No responsibility is accepted by Dometic for any inaccuracy or error in orders given by telephone. Important specification details must be confirmed in writing.
- 4.3 The descriptions, specifications and illustrations contained in Brochures shall not form part of the contract. Any description or sample given of the Goods is by way of identification only and does not constitute a sale by description or sample.
- 4.4 The Customer acknowledges that they have not relied on any statement, promise or representation made or given by Dometic which is not set out in the contract.
- 4.5 The Customer must ensure that the terms of their order and any applicable specifications are clear, complete and accurate.
- 4.6 The customer has the right to cancel without charge, any standard order up to and including the day before the goods are scheduled to be dispatched. Any order cancelled after the goods have been picked, dispatched or delivery is refused, without prior agreement with Dometic UK Ltd, will be charged a late cancellation/stocking fee of 30% of the order value.
- 4.7 In respect to custom orders - The customer has the right to cancel a custom order without charge provided this is received/acknowledged before the order has been passed to the factory for production. Any cancellation instruction received after the order has been passed to factory and the production process has begun will be liable to a late cancellation fee of 50% of the order value, to cover the manufacturing costs.

5 PRICE AND PAYMENT

- 5.1 Unless otherwise agreed by Dometic in writing, the Price for the Goods shall be the price set out in Dometic's price list on the date of delivery or deemed delivery.
- 5.2 The Customer shall pay the Price plus VAT chargeable upon the sale of the Goods.
- 5.3 Time for payment shall be of the essence.
- 5.4 No payments shall be deemed to have been received until Dometic has received cleared funds.
- 5.5 All payments made to Dometic under the Contract shall become due immediately on its termination despite any other provision.
- 5.6 The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counter-claim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by Dometic to the Customer.
- 5.7 If the Customer fails to pay Dometic any sum due pursuant to the Contract, the Customer shall be liable to pay interest to Dometic to the sum of £25 or 2.5% per month, whichever is greater. Whether before or after any judgement. Dometic reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.8 Subject to [5.9] below, the Price is ordinarily inclusive of packaging. An additional packaging, insurance and carriage charge may be payable at the discretion of Dometic, such items shall be advised on acceptance of the contract.
- 5.9 Dometic reserves the right at any time prior to delivery of the Goods to adjust the Price to take account of any increase in the cost of raw materials, labour or services or any currency fluctuations, increases of taxes or duties or any other matters affecting the cost to it in complying with the contract. The Customer shall be obliged to accept delivery of the Goods at the new Price.

6 DELIVERY

- 6.1 The place for delivery of the Goods will be within the United Kingdom, unless otherwise agreed at the time the order is placed, and shall be notified by the Customer to Dometic at the time of placing the order. In the event that the Customer fails to notify Dometic prior to delivery the Goods shall be collected by the Customer from Dometic.
- 6.2 Delivery of the Goods shall be completed when Dometic delivers the Goods to the Customer or the Customer collects them from Dometic subject to the details provided to us in relation to Clause 6.1.
- 6.3 When the Goods are collected from Dometic's premises the Customer will load the Goods and the Customer will be liable for any damage to the Goods or losses occurring during loading. The Customer must provide appropriate equipment and labour for unloading the Goods at the delivery point or on collection at Dometic's premises at their own expense.
- 6.4 Any date or period quoted by Dometic for despatch is given in good faith by way of estimate only. While Dometic will endeavour to deliver within the period stated, such date or period is not to be of the essence of the contract and the Customer shall be bound to accept the Goods when they become available. Dometic shall not be liable for any loss or delays in transit or consequential losses or losses including loss of profit resulting in any way in respect of late delivery howsoever caused even in such cases as Dometic has expressly agreed in writing a delivery date, nor shall such failure to deliver on the date or within the period named by Dometic be deemed to be a breach of contract.
- 6.5 If Dometic is not able to deliver the whole of the Goods order at one time due to operational reasons or shortage of stock, Dometic will deliver the Order in

- instalments. Dometic will not charge the Customer extra delivery costs for this. If the Customer asks Dometic to deliver the Goods in instalments, Dometic may charge the Customer extra delivery costs. Each instalment shall constitute a separate contract. If Dometic is late delivering the instalment or one instalment is faulty, that will not entitle the Customer to cancel any other instalment.
- 6.6 If access is not available to the location stated in the contract Dometic or its carriers reserve the right to deliver to the nearest convenient location and to notify the Customer of its action.
- 6.7 If the Customer fails to take delivery of the Goods within 30 calendar days of the date on which Dometic notifies the Customer the Goods are ready, then, except where this failure was caused by Dometic's failure to comply with these terms or by an event beyond the Customer's control:-
- 6.7.1 Dometic will store the Goods until delivery takes place and they will charge the Customer a reasonable sum to cover expenses and insurance, or the actual cost if stored in a third party facility.
 - 6.7.2 Dometic shall have no liability to the Customer for late delivery.

7 INSPECTION

- 7.1 The Customer is under a duty to inspect the goods on delivery or on collection as the case may be.
- 7.2 In circumstances where Dometic undertakes delivery of the Goods, claims for damage in transit or shortage in delivery of the Goods will only be considered if the carriers and Dometic receive written notification of such damage within three working days of delivery or in the event of loss of goods in transit within fourteen working days of the date of consignment. The notification must include the invoice number, delivery note number and details of the claim. When goods are accepted from carriers without having checked the delivery book must be signed "Not Examined".
- 7.3 In all cases where defects or shortages are complained of, Dometic shall be under no liability in respect thereof unless an opportunity to inspect the goods is afforded to Dometic before any use is made thereof or any alteration or modification is made thereto by the Customer.
- 7.4 Subject to clauses 7.2 and 7.3, Dometic shall make good any shortage in the Goods and where appropriate will replace any Goods damaged in transit as soon as it is reasonably able to do so, but otherwise shall be under no liability whatsoever or howsoever arising from such shortage or damage.
- 7.5 If the Customer fails to take delivery, Dometic may, in addition to its rights under clause 6.5, do either or both of the following:-
- 7.5.1 store the Goods until actual delivery and charge the Customer for all costs incurred, including insurance, storage and transportation.
 - 7.5.2 sell the Goods at the best price readily obtainable by Dometic, invoice the Customer for all costs incurred and retain any proceeds of sale until all payments due to Dometic by the Customer have been paid.

8 LIMITATION OF LIABILITY

- 8.1 Subject to Clause 8.3, if Dometic fails to comply with these terms, Dometic shall not be responsible for any losses that are incurred by the Customer as a result, except for those losses which are a foreseeable consequence of the failure to comply with these terms.
- 8.2 Dometic shall not be responsible for losses that result from their failure to comply with these terms including, but not limited to, losses that fall into the following categories:
- 8.2.1 Loss of revenue;
 - 8.2.2 Loss of business;
 - 8.2.3 Loss of anticipated saving;
 - 8.2.4 Loss of data;
 - 8.2.5 Any waste of time;
- However, this Clause 8.2 shall not prevent claims for foreseeable loss of, or damage to the Customer's physical property;
- 8.2.6 This Clause does not include or limit in any way Dometic's liability for:
 - 8.2.7 Death or personal injury caused by their negligence;
 - 8.2.8 Fraud or fraudulent misrepresentation;
 - 8.2.9 Any breach of the obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; or
 - 8.2.10 Any other matter for which it would be illegal or unlawful for Dometic to exclude or attempt to exclude their liability.
- 8.3 Dometic makes every effort to ensure that the information contained in their Brochure, promotional material and printed media is accurate. However, Dometic shall not accept liability for any errors or omissions and makes no representations or warranties of any kind, expressly or impliedly in respect to such information.
- 8.4 All warranties conditions and other terms implied by statute or common law, save for those conditions implied by Section 12 of the Sale of Goods Act 1979, are, to the full extent permitted by law, excluded from the Contract.

9 FORCE MAJEURE

- 9.1 Dometic will not be liable or responsible for any failure to perform, or delay in performance of, any of their obligations under these terms that is caused by events outside Dometic's reasonable control ("Force Majeure Event").
- 9.2 A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond Dometic's reasonable control and includes, in particular (without limitation), the following:-
- 9.2.1 Strikes, lock-outs or other industrial actions;
 - 9.2.2 Civil commotion, riot, invasion, terrorist attack or threat of terrorist act, war (whether declared or not) or threat of preparation for war; or
 - 9.2.3 Fire, explosion, storm, flood, earthquakes, subsidence, epidemic or other natural disasters; or
 - 9.2.4 The impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or
 - 9.2.5 The impossibility of the use of public or private telecommunications networks.
- 9.3 Dometic's obligations under these terms are suspended for the period that the Force Majeure Event continues, and Dometic will have an extension of time to perform these obligations for the duration of that period. Dometic will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these terms can be performed despite the Force Majeure Event.

10 WAIVER

Failure by Dometic to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right nor operate so as to ban the exercise or enforcement thereof at any time or times thereafter.

11 NOTICE

Any notice hereunder shall be deemed to have been duly given if sent by prepaid first class delivery post, email or facsimile to the party concerned at its last known address. Notices sent by post shall be deemed (in the absence of evidence of earlier receipt) to have been delivered 48 hours after despatch and in proving the fact of dispatch it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and posted. Any notice sent by facsimile shall be deemed to have been delivered on the first working day following its dispatch. Any notice sent by email shall be deemed to have been delivered one hour after sending.

12 ORDERS AND SPECIFICATIONS

These terms together with the Detailed Terms shall constitute the entire agreement between Dometic and the Customer. All previous terms and conditions of Dometic are hereby superseded and excluded from any Contract unless expressly agreed in writing by a director of Dometic.

13 GOVERNING LAW

These Standard Terms and any Contract shall be governed by and construed exclusively in accordance with English law and the parties hereby agree to submit any dispute arising therefrom to the exclusive jurisdiction of the English court.

14 EXCLUSIVE LABEL GOODS

- 14.1 The Customer must resell the Goods in the same condition as delivered. All packaging (including packaging bearing any trade mark) and associated

intellectual property must remain intact and must not be tampered with or obliterated in any way.

- 14.2 If Dometic is requested to supply the Goods in packaging or bearing labels or logos supplied, designed or commissioned by the Customer, the Customer will be solely responsible for ensuring that these do not infringe any legal requirements or any third party intellectual property rights. The Customer will indemnify Dometic against any loss, cost, expense or liability arising as a result of infringement of law or breach of third party intellectual property rights in connection with labels, logos or packaging, designs or artwork applied to or supplied with the Goods on the Customer's instructions.

15 RISK AND PROPERTY

- 15.1 The Goods are at the risk of the Customer from the time of delivery.
- 15.2 In the case where delivery is at Dometic's premises, at the time when Dometic notifies the Customer that the Goods are available for collection or in the case of Goods delivered otherwise than at Dometic's premises, on delivery at the agreed address.
- 15.3 Ownership of the Goods shall not pass to the Customer until Dometic has received in full (in cash or cleared funds) all sums due to it in respect of:-
- (a) The Goods; and
 - (b) All other sums which are or which become due to Dometic from the Customer on any account.
- 15.4 Until ownership of the Goods has passed to the Customer, the Customer shall;
- (a) Hold the Goods on a fiduciary basis as Dometic's bailee;
 - (b) Store the Goods (at no cost to Dometic) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as Dometic's property;
 - (c) Not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
 - (d) Maintain the Goods in satisfactory condition and keep them insured on Dometic's behalf for their full price against all risks to the reasonable satisfaction of Dometic. On request the Customer shall produce the policy of insurance to Dometic.
- 15.5 The Customer may resell the Goods before ownership has passed to it solely on the following conditions;
- (a) Any sale shall be affected in the ordinary course of the Customer's business at full market value; and
 - (b) Any such sale shall be the sale of Dometic's property on the Customer's own behalf and the Customer shall deal as principal when making such a sale.
- 15.6 The Customer's right to possession of the Goods shall terminate immediately if;
- (a) The Customer has a bankruptcy order made against him or makes arrangement or composition with his creditors, or otherwise take the benefit of any statutory provision for the time being for the relief of insolvent debtors, or (being a body corporate) convened a meeting of creditors whether formal or informal, or entered into liquidation (whether voluntary or compulsory), kept a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors while qualifying charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding up of the Customer or the granting of an administration order in respect of the Customer or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or
 - (b) The Customer suffers or allows any execution whether legal or reputable to be levied on its property obtained against it or fails to observe or perform any of its obligations under the Contract or any other contract between Dometic and the Customer or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or the Customer ceases to trade; or
 - (c) The Customer encumbers or in any way charges any of the Goods.
- 15.7 Dometic shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from Dometic.
- 15.8 The Customer grants Dometic, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Customer right to possession has terminated, to recover them.
- 15.9 Where Dometic is unable to determine whether any Goods are the goods in respect of which the Customer's right to possession has terminated the Customer shall be deemed to have sold all goods of the kind sold by Dometic to the Customer in the order in which they were invoiced to the Customer.
- 15.10 On termination of the Contract, however caused, Dometic's (but not the Customer's) rights contained in this condition shall remain in effect.

16 ASSIGNMENT

- 16.1 It may be that the Customer requires Dometic to ship Goods to the end user on behalf of the Customer and as such may process personal data on behalf of the Customer. The Customer and Dometic acknowledge that for the purposes of the General Data Protection Regulation 2018 and this clause, the Company is the Data Controller and the Processor is the data processor in respect of any personal data.
- 16.2 The Processor shall process the Personal Data only in accordance with the Company's instructions from time to time and shall not process the personal data for any purpose other than those expressly authorised by the Company.
- 16.3 The Processor shall take reasonable steps to ensure the reliability of all its employees who have access to the personal data.
- 16.4 Each party warrants to the other that it will process the personal data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments.
- 16.5 The Processor warrants that, having regard to the state of technological development and the cost of implementing any measures, it will:
- (a) take appropriate technical and organisational measures against the unauthorised or unlawful processing of personal data and against the accidental loss or destruction of, or damage to, personal data to ensure a level of security appropriate to:
 - (i) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage;
 - (ii) the nature of the data to be protected; and
 - (b) take reasonable steps to ensure compliance with those measures.

17 GENERAL

- 17.1 Each right or remedy of Dometic under the Contract is without prejudice to any right or remedy whether under the Contract or not.
- 17.2 If any provision of the Contract is found by any court, tribunal or administrative board of competent jurisdiction to be wholly or partially illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of illegality, invalidity, voidness, voidability, unenforceability or unreasonableness redeem several other remaining provisions of the Contract and the remainder of such provision shall contain in full force and effect.
- 17.3 Failure or delay by Dometic in enforcing or partially enforcing any provisions of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 17.4 Any waiver by Dometic of any breach of, or any default under, any provision of the Contract by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 17.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contract (Rights of Third Parties) Act 1999 by any person who is not a party to it.

18 INSTALLATION

Any guarantee is valid only if the products are installed in accordance with Dometic's installation instructions.