

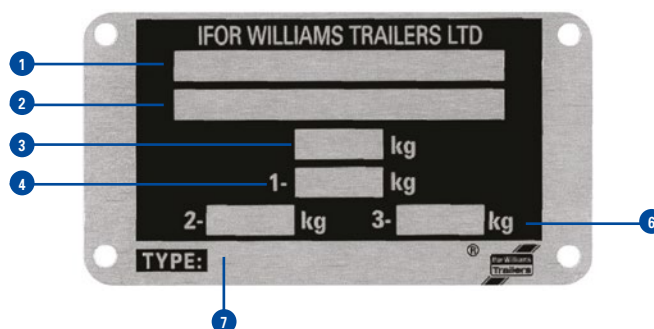
TRAILER IDENTIFICATION PLATES – FOR TRAILERS PRODUCED SINCE SEPTEMBER 2012

Your trailer will have two or three identification plates which are typically attached to the right hand side of the drawbar. These plates contain important information including the trailers serial number (also known as VIN number) and its max gross weight.

For trailers produced on or before Sept 2012, there will still be a VIN Plate, which carries the serial number in the same format as the new trailers. (There may not however be a Drawbar approval plate fitted)

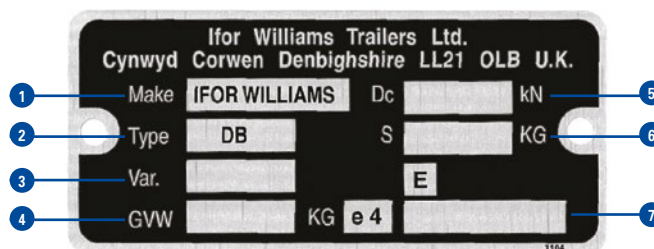
STANDARD EC APPROVAL VIN PLATE

1	EC approval number	1
	VIN Number	2
	Gross vehicle weight	3
	Permissible mass on a single axle	4
	Permissible mass on a double axle	5
	Permissible mass on a triple axle	6
	Internal description	7



DRAWBAR APPROVAL PLATE

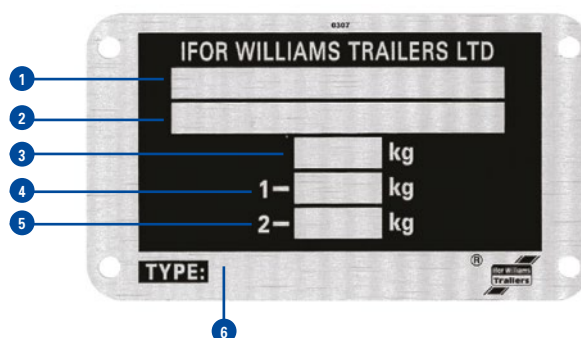
2	Trailer manufacturer	1
	Trailer model	2
	Drawbar variant code	3
	Maximum gross weight that can be fitted to this model of drawbar	4
	Theoretical horizontal reference force	5
	Max static load	6
	EC approval number	7



DOWN RATED TRAILER WEIGHT VIN PLATE

(Occasionally trailers are down rated (normally if the driver has not got B1 and E) towing entitlements. If it has been downrated this plate will be present.)

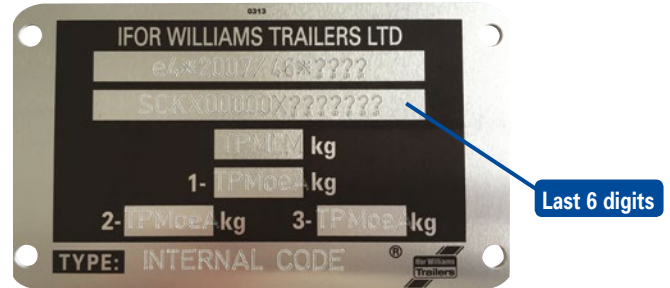
3	EC down-rated approval number - Country specific	1
	VIN Number	2
	Gross vehicle weight	3
	Permissible mass on axle 1	4
	Permissible mass on axle 2	5
	Internal description	6



When ordering certain types of spare parts you will need to supply us with the serial number of the trailer. This identifies the age and batch reference of the trailer, which informs us of any changes to product specification around the date of manufacture. If you are ordering spares for more than one trailer, you will need to identify which serial number the parts are intended for.

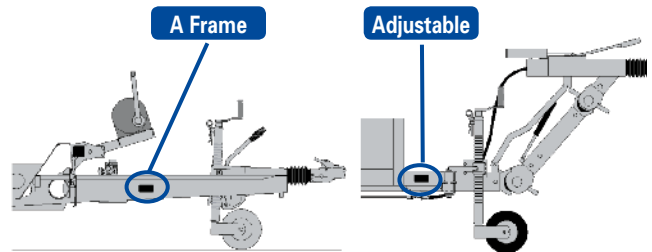
HOW TO FIND YOUR SERIAL NUMBER

Every trailer we manufacture is fitted with a type plate (plate 2 – Standard EC approval VIN plate), this will have a unique serial number printed on it by multi-dot punching. An example of a standard type plate is shown opposite. All Ifor Williams Trailers serial numbers begin with the prefix SCK. This example is printed with the full 17 digit VIN (Vehicle Identification Number). The last 6 or 7 digits represent the serial number depending on the age and model of your trailer. Some models may be fitted with a slightly smaller plate; however, the serial number will still be present and easily recognisable.



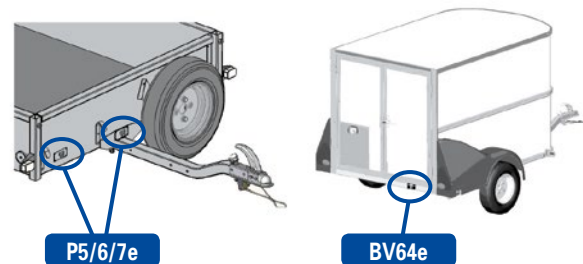
BRAKED TRAILERS

For trailers with 'A Frame' drawbars the plate is located on the outside of the right hand drawbar member. On trailers with adjustable height couplings the plate is located on the right hand section of the supporting structure that the drawbar/coupling unit is clamped to.



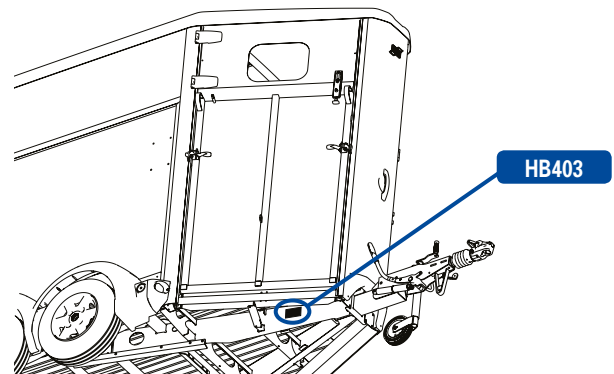
UNBRAKED TRAILERS

On P5/6/7e/8e (unbraked) models the plate is fitted to the front panel of the trailer, or is sometimes attached to the drawbar mounting bracket. On BV64e boxvan models the plate is fitted to the right hand side of the rear cross member.



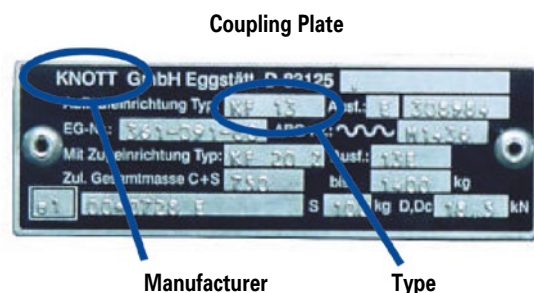
HB403 – SINGLE HORSEBOX

Unlike all other horsebox models, the HB403 has its plates fitted to the outer face on the right hand side directly below the front ramp.



IDENTIFYING COUPLING TYPES

The coupling units fitted to your Ifor Williams trailer may be from one of several different manufacturers, when ordering spares for a coupling or brake linkage it is important to identify the manufacturer and model. Typically an overrun (brake control) coupling unit will be fitted with its own type plate, usually on the top or side of the main shaft housing. The example shown here is from Knott KF13 overrun coupling.



The Ifor Williams Trailers Distributor network maintains a large stock of spares and accessories and they will provide knowledgeable advice and information to assist you with identifying the correct spare part for your requirement.

The UK and Ireland Distributor network is shown overleaf.

For International inquiries, please contact the relevant local distributor via our website, www.iwt.co.uk/distributors

You can also order spares direct from Ifor Williams Trailers by emailing spares@iwt.co.uk or phoning **0845 4082 505**. Please note that heavy or bulky items, marked with the Forklift symbol, cannot be ordered directly from Ifor Williams Trailers Ltd. These items must be ordered through one of our distributors.



Our standard carriage cost is **£9.95*** inc VAT for UK mainland. Parcels weighing more than 20kg or exceeding 120cm in length will incur an additional carriage charge

* Northern Ireland, Irish Republic, Scottish Highlands & Islands, Isle of Man and Channel Islands, carriage prices in request.

When Ordering please note that the following:

Specification

Product design, descriptions, colours, specifications etc. correct at time of going to press. We constantly strive to improve our products, and from time to time this may result in changes to our range or to individual products. Please check that design, description, colours, specifications described in the catalogue are still valid at the time of placing an order. If in doubt as to the specification of your trailer and/or suitability of advertised spares or accessories please visit one of our distributors for advice. Our distributors have extensive product knowledge and will be pleased to offer assistance to customers seeking spare parts.

Availability

If any item ordered has become unobtainable our staff will make every effort to obtain a suitable alternative. However in the case of parts for very old or specially built trailers this may take extra time to process. If the part that you require is not listed or appears to be unavailable please telephone our spares department for advice. In some cases modifications are available which allow alternative parts to be fitted.



IFOR WILLIAMS TRAILERS DISTRIBUTORS - UK & IRELAND

Northern England

- 1 **Barlow Trailers Ltd**
Leyland (01772 600395)
sales@barlowtrailers.co.uk
- 2 **Guy Machinery Ltd**
Clitheroe (01200 445555)
parts@guymachinery.co.uk
- 3 **Alan Tuer Ltd**
Carlisle (01228 672407)
alantuer@btconnect.com
- 4 **Tony Sharp**
Broughton in Furness
(01229 716445)
tsharptrailers@btconnect.com
- 5 **Swillington Trailer Centre Ltd**
Leeds (0113 287 1463)
swillingtontc@btconnect.com
- 6A **Ripon Trailer Centre**
Ripon (01765 698948)
ripontc@riponfarmservices.co.uk
- 6B **Ripon Farm Services**
Hull (01964 622351)
ripontc@riponfarmservices.co.uk
- 6C **Ripon Farm Services**
Stockton (01740 630254)
ripontc@riponfarmservices.co.uk
- 7 **JG Paxton & Sons Ltd**
Pity Me, Durham (0191 3847111)
info@paxtons.co.uk
- 8A **Thomas Sherriff & Co Ltd**
Alnwick (01665 603555)
donaldj@thomassherriff.co.uk
- 8B **Thomas Sherriff & Co Ltd**
Berwick (01289 306697)
donaldj@thomassherriff.co.uk

Central England

- 9 **Barnwell Trailers Ltd**
Peterborough (01832 272218)
Giles@barnwelltrailers.co.uk
- 10 **HFB Trailers Leek Ltd**
Leek (01538 306212)
sales@hfbtrailers.com
- 11 **Norfolk Trailers Ltd**
Norwich (01603 404302)
sales@norfolktrailers.co.uk
- 12 **Morris Bufton & Co Ltd**
Ludlow (01584 872244)
john@morrisbufton.co.uk
- 13 **Ross Farm Machinery Ltd**
Ross on Wye (01989 768811)
postroom@rossfarm.co.uk
- 14 **Scott Trailers**
Walcott (01526 860317)
office@scott-trailers.co.uk
- 15 **T & A Trailers**
Aldridge (01922 452456)
mail@tatrailers.co.uk
- 16 **Whitehall Trailers**
Stockton (01926 812088)
whitehalltrailer@aol.com

South West England

- 17 **Boulter Mead Ltd**
North Petherton (01278 661586)
sales@boultermead.com
- 18 **Devizes Trailer Centre**
Devizes (01380 721758)
info@devizestailers.com
- 19 **CJ Cox Ltd**
Sturminster Newton
(01258 473176)
cjcoxstores@btconnect.com
- 20 **Winston Pincombe**
Chulmleigh (01769 580900)
winston.pincombe@btconnect.com
- 21 **P R J Engineering Ltd**
Launceston (01566 782794)
sales@prjengineering.co.uk
- 22 **Vincent Tractors Ltd**
St Columb (01726 860332)
stores@vincenttractors.co.uk

Central South England

- 23 **T H White Ltd**
Reading (01189 760088)
trailersparses@thwhite.co.uk
- 24 **Cotswold Trailers Ltd**
Cheltenham (01451 851007)
cotswold.trailer@outlook.com
- 25 **Blains Trailers & Tyres Ltd**
Hemel Hempstead (01442 842419)
blainstrailers@aol.com
- 26 **New Forest Farm Machinery Ltd**
Ringwood (01425 472572)
Parts@newforestfarm.com

South East England

- 27 **Agriservices**
Blackmore (01277 822516)
sales@agriservices.co.uk
- 28 **John Page Trailers**
Ashford (01580 291088)
contact@johnpagetrailers.co.uk
- 29 **Universal Trailers**
Billingshurst (01403 782862)
info@universal-trailers.co.uk
- 30 **G T Towing Ltd**
Hatfield (01707 262526)
sales@gttowing.co.uk
- 31 **Agroco Trailers Ltd**
Ipswich (01473 657571)
info@agrocotrailers.co.uk

Wales

- 32A **Ifor Williams Trailers Ltd**
Corwen (01490 412527)
sales@iwt.co.uk
- 32B **Ifor Williams Trailers Ltd**
Deeside (01244 281888)
sales@iwtdeeside.co.uk
- 33 **J & C Griffiths and Son**
Talgarth (01874 711317)
sales@jandcgriffithsandson.co.uk
- 34A **Riverlea Tractors Ltd**
Cowbridge (01446 775602)
parts.la@riverlea.co.uk
- 34B **Riverlea Tractors Ltd**
Whitland (01994 240644)
parts.wh@riverlea.co.uk
- 35 **Ross Farm Machinery Ltd**
Raglan (01291 690205)
postroom@rossfarm.co.uk
- 36 **Mason Bros**
Bridgend (01656 723655)
info@masonbros.co.uk

Scotland

- 37A **T H Jenkinson**
Castle Douglas (01556 504133)
tom@thjenkinson.co.uk
- 37B **T H Jenkinson**
Whitefordhill (01292 619193)
ayr@thjenkinson.co.uk
- 38 **Stirling Trailer Centre**
Stirling (01786 833424)
parts@stirlingtrailercentre.co.uk
- 39A **Thomas Sherriff & Co Ltd**
Coldstream (01890 840550)
donaldj@thomassherriff.co.uk
- 39B **Thomas Sherriff & Co Ltd**
Haddington (01620 823132)
donaldj@thomassherriff.co.uk
- 39C **Thomas Sherriff & Co Ltd**
Stow (01578 730282)
stow@thomassherriff.co.uk
- 39D **Thomas Sherriff & Co Ltd**
Dunbar (01368 862736)
sherriff.dunbar@thomassherriff.co.uk
- 40 **Duncan McIntosh Trailers Ltd**
Brechin (01356 624600)
spares@duncanmcintosh.co.uk
- 41A **D & R Alexander & Son**
Inverness (01463 248268)
sales@dralexanderson.co.uk
- 41B **D & R Alexander & Son**
Thurso (01847 811365)
sales@dralexanderson.co.uk
- 42A **Balgownie Ltd**
Inverurie (01467 621493)
info@balgownieltd.co.uk
- 42B **Balgownie Ltd**
Turrieff (01888 530800)
info@balgownieltd.co.uk

Northern Ireland

- 43A **A J C Lamont Trailers**
Coleraine (028 7034 3563)
info@lamonttrailers.com
- 43B **A J C Lamont Trailers**
Lisburn (028 9266 6804)
info@lamonttrailers.com
- 44 **THJenkinson & Co**
Armagh (028 3756 8484)
sales@jenkinsontrailers.co.uk

Ireland

- 45 **Westwood Trailers Ltd**
Naas 00353 (0)45 876053
parts@westwoodtrailers.com



IFOR WILLIAMS TRAILERS

Cynwyd, Corwen, Denbighshire LL21 0LB

TERMS AND CONDITIONS OF SALE

CONSUMER TERMS

These conditions apply when you are purchasing Goods from us as a Consumer.

PLEASE NOTE THAT THESE CONDITIONS CONTAIN TERMS WHICH EXCLUDE OR LIMIT OUR LIABILITY TO YOU.

1. DEFINITIONS AND INTERPRETATION

In these terms and conditions the following terms have the following meanings:

"Associate" means, in relation to us, any company that is our holding company, subsidiary or a subsidiary of our holding company and the expressions **"subsidiary"** and **"holding company"** shall have the same meaning as in Sections 736 and 736A of the Companies Act 1985 (as amended from time to time);

"Conditions" means these terms and conditions;

"Consumer" means any natural person who purchases Goods other than in the course of his or her business, trade or profession or for use in his or her business, trade or profession;

"Contract" means any contract for the sale by us and purchase by you of Goods;

"Delivery" means delivery of the Goods to you or, as the case may be, the Goods being ready for collection by you, and **"Deliver"** should be interpreted accordingly;

"Goods" means any goods to be sold and supplied by us to you;

"Price" means all sums payable by you to us for the Goods;

"us", "our" or "we" refers to the seller of Goods under a Contract which may be either Ifor Williams Limited or any of its Associates as named or identified in any acceptance of your order; and

"you" or "your" means the customer buying the Goods from us.

2. OUR CONTRACT WITH YOU

2.1 These are the Conditions on which we supply Goods to you.

2.2 Please ensure you read these Conditions carefully and check the details of your Contract are complete and accurate before you sign the Contract. If you think there is a mistake, please contact us to discuss. Where you do not sign the Contract your order of goods shall constitute an offer to purchase the Goods in accordance with these Conditions. You are responsible for ensuring that the terms of your order and any applicable specification submitted by you are complete and accurate.

2.3 These Conditions will become binding on you and us when we either (i) issue you with a written acceptance of the Contract; or (ii) we deliver the Goods to you. The processing of your payment and acknowledgement of your order does not constitute acceptance of your order.

2.4 This is not a sale by sample. Any showroom models, samples, drawings, descriptive matter or advertising shown to you or produced by us and any descriptions or illustrations contained on our website or in our catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.

2.5 It is always possible that despite our best efforts, some of the Goods we sell may be incorrectly priced. We will normally check prices as part of our despatch procedures so that, where the Goods' correct price is less than our stated price, we will charge you the lower amount when dispatching the Goods to you. If the Goods' correct price is higher than the price stated on our website or in our catalogue or brochure we will contact you to tell you and ask for your instructions. If the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing we do not have to provide the Goods to you at the incorrect (lower) price.

2.6 If you request amendments to the Goods ("Bespoke Goods") we will make the amendments according to the instructions you give us. We cannot accept the return of Bespoke Goods if the reason for return is because you provided us with incorrect amendments. This will not affect your legal rights as a consumer in relation to Bespoke Goods that are faulty or not as described.

2.7 We are a company registered in England and Wales. Our company registration number is 01206036 and our address is set out at the start of these conditions. Our registered VAT number is VAT GB162990737

2.8 If you have any questions or if you have any complaints, please contact us. You can contact us by telephoning our customer service team at +44 (0)843 216 7447 or by e-mailing us at customer.care@iwt.co.uk

2.9 If you wish to contact us in writing, or if any clause in these Terms requires you to give us notice in writing (for example, to cancel the contract), you can send this to us by e-mail, by hand, or by pre-paid post to our address set out at the start of these conditions. We will confirm receipt of this by contacting you in writing. If we have to contact you or give you notice in writing, we will do so by e-mail, by hand, or by pre-paid post to the address you provide to us in the order.

3. SECOND-HAND GOODS

In relation to second-hand or used Goods which we sell to you such Goods are sold "as seen". We make no representations and gives no warranties as to the quality, condition, state or description of the Goods, or their fitness or suitability for any purpose. All implied statutory or common law terms, conditions and warranties as to the Goods are excluded to the fullest extent permitted by law. Upon request we will permit you to inspect the Goods for the purpose of assessing whether they are of satisfactory quality or not, you will be deemed to have carried out a reasonable examination of them before the Contract is made, whether or not you have actually taken the opportunity to do so.

4. CANCELLATION

4.1 In the case of contracts made by telephone, mail order, email, facsimile or on the internet you may cancel the Contract by giving us notice in writing at any time on or before the expiry of fourteen days from the day after the date of delivery by us or collection by you of the Goods. Where you exercise this right of cancellation you must promptly return the Goods to us and pay the cost of doing so. Pending your return of the Goods to us, you must take reasonable care of the Goods and retain possession of them.

4.2 If you cancel your Contract pursuant to clause 4.1 we will refund you the price you paid for the Goods. However, please note we are permitted by law to reduce your refund to reflect any reduction in the value of the goods, if this has been caused by your handling them in an unreasonable way or in a way which would not be permitted in a showroom. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

4.3 We may have to cancel a Contract before the Goods are delivered, due to an Event Outside Our Control or the unavailability of stock. If this happens:

- we will promptly contact you to let you know;
- If you have made any payment in advance for Goods that have not been delivered we will refund those amounts to you.

5. PRICE AND PAYMENT

5.1 The Price is exclusive of VAT which is payable by you in addition to the Price

5.2 If you pay by credit or debit card we are entitled to charge an additional amount which is limited to the additional charges we will incur.

5.3 Except where payment is made by you at the time of entering into a Contract, you will pay us for the Goods in accordance with any terms we have notified to you before the Contract is made. If we have not provided you with any such notification, the Price will be payable on Delivery.

5.4 Either you or we (as appropriate) will have the right to charge the other interest on any overdue amounts from the date payment falls due until the day immediately prior to the date payment is made (whether before or after judgment) at the rate of 8% above the Bank of England base rate from time to time. Such interest will accrue on a daily basis and be compounded annually.

5.5 If you fail to pay the Price on the date on which payment becomes due we will be entitled (without prejudice to any other right or remedy we may have) to suspend any further Delivery to you under the same or any other Contract until actual payment is made in full.

6. DELIVERY AND RISK

6.1 If we deliver the Goods to you we will charge you for the cost of delivery in addition to the Price and in accordance with our published terms for such costs in force at the time the Contract is made. The costs of delivery will be as told to you during the order process.

6.2 We will use our reasonable endeavours to Deliver the Goods on the date agreed between you and us or, if no date is agreed, within a reasonable time. However, our obligation to deliver the Goods to you is suspended for such period of time during which we are prevented, hindered or delayed in doing so due to unforeseen events or circumstances beyond our reasonable control. When we are no longer prevented, hindered or delayed in making Delivery of any Goods to you then we will Deliver them to you as soon as reasonably possible.

6.3 If we delay Delivery of any Goods (either due to our fault or where our obligation to Deliver is suspended) for a period of 30 days or more then you are entitled by written notice to cancel the Contract in respect of those Goods affected by the delay. However, you may not cancel in respect of any Goods which we Deliver prior to your sending us such notice.

6.4 If the Contract requires you to collect the Goods, the risk of loss or damage to them passes to you on collection. If the Contract requires us to deliver the Goods to you, risk passes to you on handover of the Goods at the agreed delivery address.

7. EVENTS OUTSIDE OUR CONTROL

7.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Conditions that is caused by an Event Outside Our Control.

7.2 An "Event Outside Our Control" means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

7.3 If an Event Outside Our Control takes place that affects the performance of our obligations under these Conditions:

- we will contact you as soon as reasonably possible to notify you; and
- our obligations under these Conditions 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.

7.4 You may cancel the contract if an Event Outside Our Control takes place and you no longer wish us to provide the Goods.

8. IF THE GOODS ARE FAULTY

8.1 As a consumer, you have legal rights in relation to Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

8.2 We warrant that on delivery and for a period of 12 months from delivery, the Goods shall be free from material defects. However, this warranty does not apply in the circumstances described in clause 8.3.

8.3 This warranty does not apply to any defect in the Goods arising from:

- fair wear and tear;
- wilful damage, abnormal storage or working conditions, accident;
- negligence by you or by any third party;
- if you fail to operate or use the Goods in accordance with the user instructions;
- any alteration or repair by you or by a third party who is not one of our authorised repairers; and
- any specification provided by you.

8.4 This warranty is in addition to, and does not affect, your legal rights in relation to the Goods that are faulty or not as described.

8.5 During the warranty period we will (at our option) do any of the following: refund all or any of the Price, repair or replace the Goods or any part of them (or procure such repair or replacement) to the extent that the Goods or part do not comply with the Contract as at the date of Delivery.

8.6 To take advantage of the Warranty you or any subsequent owner of the Goods in question must notify us at the address shown in the invoice promptly and in any event within twenty-eight (28) days of the relevant problem being discovered and permit us to inspect the Goods. If we do not receive notice of the problem within this timeframe then we will have no obligations under the warranty in respect of that problem.

8.7 Following notification of such problem we will use our reasonable efforts to inspect and/or repair and/or replace the relevant Goods or part within a reasonable time. If you arrange for a third party to carry out any repairs or work (subject to the exception just mentioned) then we will have no further obligations to repair or replace in respect of the applicable problem under this Warranty unless you have informed us in advance and we have consented to the work being done.

9. OWNERSHIP OF GOODS

Ownership of and title to the Goods passes to you only when we receive payment in full in cleared funds of the Price together with any VAT, delivery and other charges under the Contract.

10. NOTIFICATION OF PROBLEMS

If any of the Goods are faulty or damaged then you must notify us as soon as practicable after the fault or damage is discovered. Your notice must describe the fault or damage in question.

11. LIMITATION OF LIABILITY

11.1 We will not be liable for any loss or damage caused by any breach of the Contract by us except to the extent that such loss or damage is a reasonably foreseeable consequence of the breach. What is foreseeable is determined at the time the Contract is entered into. However, this limitation on our liability does not apply to personal injury or death caused by our negligence or to fraudulent representations, acts or omissions.

11.2 We are supplying the Goods on the basis that they are for domestic and private use only and will not be used for any commercial, business or re-sale purpose; as such, we shall have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

11.3 We do not exclude or limit in any way our liability for:

- death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
- fraud or fraudulent misrepresentation;
- breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
- breach of the terms implied by sections 13,14 and 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
- defective products under the Consumer Protection Act 1987.

12. THIRD PARTY RIGHTS

No term of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to the Contract.

13. LAW

The Contract will be governed by and construed in accordance with the laws of England and you and we submit to the non-exclusive jurisdiction of the English courts.

IFOR WILLIAMS TRAILERS

Cymwyd, Corwen, Denbighshire LL21 0LB

TERMS AND CONDITIONS OF SALE

BUSINESS SALES

These conditions apply when you are purchasing Goods from us other than as a Consumer.

1. DEFINITIONS AND INTERPRETATION

1.1 In these terms and conditions the following terms have the following meanings:

“**Associate**” means, in relation to us, any company that is our holding company, subsidiary or a subsidiary of our holding company and the expressions “**subsidiary**” and “**holding company**” shall have the same meaning as in Sections 736 and 736A of the Companies Act 1985 (as amended from time to time);

“**Authorised Distributor**” means a distributor who has been authorised by us or any Associate to sell, maintain and repair the Goods;

“**Conditions**” means these terms and conditions for the sale and purchase of Goods;

“**Consumer**” means any natural person who purchases Goods other than in the course of his or her business, trade or profession or for use in their business, trade or profession;

“**Contract**” means any contract for the sale by us and purchase by you of Goods;

“**Delivery**” means delivery of the Goods by us to the applicable place of destination or, as the case may be, the Goods being ready for collection by you;

“**Goods**” means any goods to be supplied by us to you;

“**Price**” means all sums payable by you to us for the Goods;

“**us**”, “**our**” or “**we**” refers to the seller of the Goods under a Contract which is Ifor Williams Trailers Limited or any of its Associates which is named or identified as seller in any acceptance of your order or otherwise in the course of formation of the Contract in question; and

“**Trailer**” means Goods comprising any trailer, transporter, horsebox container or pick-up canopies or similar, but excluding spare parts and accessories, which are manufactured or assembled in volume by us or any of our Associates or in accordance with specifications and production standards provided by us or any of our Associates;

“**you**” or “**your**” refers to the customer buying the Goods from us.

1.2 In these Conditions, unless otherwise stated:

- (a) the singular includes the plural and vice versa;
- (b) cognate expressions derived from the above definitions shall be construed accordingly; and
- (c) “in writing” includes emails.

1.3 Where you are an Authorised Distributor the Contract is also subject to the terms of your distributor agreement.

2 APPLICATION OF CONDITIONS AND FORMATION OF CONTRACT

2.1 These Conditions apply to all Contracts where you are purchasing other than as a Consumer and exclude and supersede all other terms and conditions (including without limitation any terms or conditions which you purport to apply under any purchase order, confirmation of order or other document or through any course of dealing).

2.2 In the case of your order for a Trailer, the Contract between you and us is formed only when we allocate a serial number for a Trailer so ordered on our electronic order processing system and, in the case of any other Goods, only when we record your order as a confirmed order on that system.

2.3 The images of the Goods on our website or in our catalogue or brochure are for illustrative purposes only. Your Goods may vary slightly from those images.

2.4 It is always possible that despite our best efforts, some of the Goods we sell may be incorrectly priced. We will normally check prices as part of our despatch procedures so that, where the Goods’ correct price is less than our stated price, we will charge you the lower amount when dispatching the Goods to you. If the Goods’ correct price is higher than the price stated on our website or in our catalogue or brochure we will contact you to tell you and for your instructions. If the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing we do not have to provide the Goods to you at the incorrect (lower) price.

3 PRICE AND PAYMENT

3.1 The Price is exclusive of VAT which is payable by you in addition to the Price.

3.2 Except where payment is made by you immediately on entering into the Contract, you will pay us for the Goods in accordance with any terms we have notified to you before the Contract is made. If we have not provided you with any such notification, the Price will be payable not later than the date of Delivery.

3.3 Unless we expressly agree otherwise, you must pay all invoices by BACS direct payment or by such other means of electronic funds transfer as we approve to such bank account as we have notified or may notify to you for this purpose from time to time.

3.4 Without prejudice to any other rights or remedies to which we may be entitled, we will have the right to charge you interest on any overdue amounts from the date payment falls due until the day immediately prior to the date payment is made (whether before or after judgment) at the rate of 8% above the Bank of England base lending rate. Such interest will accrue on a daily basis and be compounded annually.

3.5 If you fail to pay the Price on the date on which payment becomes due we and our Associates will be entitled (in addition to any other remedies we may have) to suspend any further Delivery to you under the Contract in question or any other contract until actual payment is made in full.

4 DELIVERY AND RISK

4.1 We will deliver the Goods to you to an agreed place of destination.

4.2 We will charge you for the cost of delivery in addition to the Price (if not included within the price) in accordance with our published terms for such costs in force when the Contract is made.

4.3 Subject to Condition 4.4, risk passes to you on Delivery.

4.4 Where the agreed place of destination is your premises, you must ensure that safe, adequate and accessible unloading and discharging facilities (including manual labour) and arrangements are available at the delivery address for unloading the Goods upon their arrival and, without prejudice to the generality of the foregoing, must ensure that such unloading and discharging facilities and arrangements comply with any applicable health and safety legislation, rules and/or regulations in force from time to time. You will be responsible for and bear the risk of any damage caused to the Goods or the property of any person and/or any injury suffered by any person during off-loading of the Goods at that place.

4.5 If we delay in delivering any Goods to you for a period of not less than 30 days then following expiry of that period you are entitled by not less than 5 days’ written notice to cancel the Contract in respect of those Goods affected by the delay, but you are not otherwise entitled to cancel for delay. However, you may not cancel in respect of any Goods which we Deliver prior to your sending us such notice or the expiry of such notice.

4.6 We shall not be liable to you for any loss caused by late Delivery of the Goods.

4.7 Immediately upon the Goods being Delivered to you, you must carry out with reasonable care and diligence a visual examination thereof and promptly report to us any damage, defect or failure to comply with the Contract which is disclosed by such examination. Such report must be made so as to be received by us on the same day on which Delivery is made. Except to the extent of such report, the Goods will be deemed free from such damage, defect or lack of compliance as is or ought reasonably to be apparent upon examination being carried out in accordance with this Condition.

5 OWNERSHIP OF THE GOODS

5.1 Ownership of the Goods does not pass to you unless and until we receive payment in full in cleared funds of the Price together with any VAT, delivery and other charges under the Contract and of any other sums which are due by you under any other contract between us and you. We may maintain an action for the Price of Goods supplied to you notwithstanding that the property in and title to them has not passed to you.

5.2 Until title to the Goods passes to you, you:

- (a) must at your expense insure the Goods for their full replacement value against all usual risks;
- (b) must keep the Goods safe and in good condition, stored separately and clearly identifiable as our property; and
- (c) must not sell or part with possession or control of the Goods other than a sale of them in good faith and in the ordinary course of your business. Your right to possession of the Goods will terminate immediately on notice from us which we may serve if you are in default under the Contract or on termination of the Contract by us or automatically if any of the events referred to in Condition 10 occurs in respect of you.

5.3 If we lawfully terminate your right to possession of the Goods then, in addition to any other remedies we may have, we or any person authorised by us will have the right to enter upon any premises occupied by you where the Goods are or may be stored in order to inspect the Goods or take possession of them and you hereby irrevocably authorise us and/or our authorised representative to enter upon your premises for such purposes.

6 WARRANTY

6.1 Providing the Goods are sold as new, the Supplier warrants that on delivery, and for a period of 12 months from the date of delivery (“warranty period” except to the extent the Customer is an Authorised Distributor in which case the “warranty period” shall have the meaning given in clause 6.7), then the Goods shall:

- (a) conform in all material respects with the description given for them by the Supplier; and
- (b) be free from material defects in design, material and workmanship.

6.2 Subject to clause 6.3, if:

- (a) the Customer gives notice in writing to the Supplier during the warranty period within seven (7) days of discovery that some or all of the Goods do not comply with the warranty set out in clause 6.1;
- (b) the Supplier is given a reasonable opportunity of examining such Goods; and
- (c) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier’s place of business at the Customer’s cost, the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

6.3 The Supplier shall not be liable for Goods’ failure to comply with the warranty set out in clause 6.1 in any of the following events:

- (a) the Customer fails to notify the Supplier of the defect within seven (7) days of its discovery;
- (b) the Customer makes any further use of such Goods after giving notice in accordance with clause 6.2;
- (c) the defect arises because the Customer failed to follow the Supplier’s oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
- (d) the defect arises as a result of the Supplier following any drawing, design or Specification supplied by the Customer;
- (e) the Customer alters or repairs such Goods without the written consent of the Supplier;
- (f) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- (g) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

6.4 Except as provided in this clause 6.4, the Supplier shall have no liability to the Customer in respect of the Goods’ failure to comply with the warranty set out in clause 6.1.

6.5 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.

6.6 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

6.7 The warranty period in the case of purchases by Authorised Distributors shall be the period commencing on the date of Delivery and which ends on the earlier of (i) the expiry of twelve (12) months from the date of delivery to the customer who is the end user of the Goods for their intended purpose upon resale of the Goods to that customer by the Authorised Distributor or any subsequent intermediary or (ii) the expiry of eighteen (18) months commencing on the date of Delivery.

6.8 Unless we have expressly agreed otherwise with you in writing, we do not warrant that the Goods comply with the legal requirements as to quality or technical standards and/or performance of any jurisdiction other than those type D1 and type O2 trailers which comply with the relevant European Whole Vehicle Type Approval regulations as applied in the United Kingdom to the extent that those legal requirements would otherwise impose obligations on us under the Contract which are different, more strict or more onerous than those imposed on us by reference to the legal requirements of the United Kingdom and/or the Republic of Ireland as at the date of Delivery. Accordingly, we will not be liable for any loss or damage caused to you or any other person due to the Goods not complying to that extent with such legal requirements.

7 SECOND-HAND GOODS

In relation to second-hand or used Goods which we sell to you such Goods are sold “as seen”. The Supplier makes no representations and gives no warranties as to the quality, condition, state or description of the Goods, or their fitness or suitability for any purpose. All implied statutory or common law terms, conditions and warranties as to the Goods are excluded to the fullest extent permitted by law. Upon request we will permit you to inspect the Goods for the purpose of assessing whether they are of satisfactory quality or not, you will be deemed to have carried out a reasonable examination of them before the Contract is made, whether or not you have actually taken the opportunity to do so.

8 EXCLUSIONS AND LIMITATION OF LIABILITY

8.1 Nothing in these Conditions excludes or limits our liability:

- (a) for death or personal injury caused by our negligence or the negligence of any our employees while acting in the course of their employment;
- (b) for any matter which it would be illegal for us to exclude or attempt to exclude our liability; or
- (c) fraud or fraudulent misrepresentation; or
- (d) breach of the terms implied by section 12 of the Sale of Goods Act 1979; and
- (e) breach of section 2 of the Consumer Protection Act 1987;

8.2 Subject to clause 8.1

- (a) our total liability in contract, tort (including without limitation negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising out of or in connection with our performance of or our failure to perform the Contract will be limited to the Price; and
- (b) we shall not under any circumstances whatever be liable, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any loss of profit, or loss of goodwill, or loss of business, or loss of business opportunity, or loss of anticipated saving, or loss or corruption of data or information; or special, indirect or consequential damage

9 FORCE MAJEURE

If we are prevented, hindered or delayed in performing any of our obligations under the Contract by reason of any unforeseen event or circumstance beyond our reasonable control (including for example and without limitation non-availability of materials or necessary inputs from our suppliers), such failure will not be a breach of our obligations and we will be entitled to suspend performance of those obligations for such period of time during which we are prevented, hindered or delayed in doing so. When we are no longer prevented, hindered or delayed then we will resume performance of our obligations so far as reasonably practicable at that time and as soon as reasonably possible.

10 TERMINATION

Without prejudice to any other rights or remedies which we may have, if you:

- (a) materially breach any of the provisions of the Contract and, where the breach is remediable, fail to remedy it within 5 working days of receipt of a notice from us requiring its remediation;
- (b) fail to pay the Price or any other sums due to us by the due date for payment and fail to remedy such non-payment within 10 working days of receipt of a notice from us requiring such payment;
- (c) are a sole trader, partnership or company and you (or any partner if a partnership) become unable to pay your debts (within the meaning of Section 123 of the Insolvency Act 1986 or Section 268 of the Insolvency Act 1986 as the case may be) or are liquidated, wound up or have a petition for winding up presented against you or pass a resolution for winding up or a petition for the appointment of an administrator be presented against you or have any receiver or administrative receiver appointed in respect of all or any of your undertaking or assets or are subject to an interim order or commit any act of bankruptcy or make any arrangement or otherwise compound with your creditors;
- (d) suffer or allow any execution, whether legal or equitable, to be levied on its property or obtained against it; or
- (e) have entered into any other contract or agreement with us and a right of termination in relation to that contract or agreement has arisen including without limitation where you are an Authorised Distributor and have entered into a distribution agreement with us, we will have the right immediately to terminate the Contract on giving you notice of such termination in writing.

11 GENERAL

11.1 Subject to Condition 1.3, the Contract constitutes the entire agreement between you and us and cancels and supersedes any and all previous agreements (whether oral or written, express or implied) between you and us relating to the subject matter of the Contract. Except for the express written terms of the Contract, you and we acknowledge and agree that in entering into the Contract neither you nor we have relied on or been induced by any warranty, statement or representation of the other or any other person relating to the Contract. Nothing in the Contract will affect any liability of you or us for fraudulent misrepresentation.

11.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonably it will to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision will continue in full force and effect.

11.3 Failure or delay by us in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of our rights under the Contract.

11.4 No term of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to the Contract.

11.5 If you sell or dispose of the Goods you can assign the terms of the Warranty provided that the sale is on an arm’s length basis and is a bona fide transaction. Except as provided in this Condition 11.5 you are not entitled to assign all or any part of this Contract.

12 LAW

The Contract will be governed by and construed in accordance with the laws of England and you and we submit to the non-exclusive jurisdiction of the English courts.

Ifor Williams Trailers Ltd, registered in England Wales (No. 1206036) at Barbirolli Square, Manchester M2 3AB, VAT GB162990737
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