



TERMS & CONDITIONS OF SALE

1. DEFINITION

In these conditions of sale, the following expressions have the following meanings:

“Company” means EBP Automotive Ltd. Sti. and its subsidiaries.

“Customer” means the person, persons, partnership, firm or Company who places the order with the Company.

“Order” means the customer’s instructions, orally or in writing, so supply the goods.

2. GENERAL APPLICATION OF CONDITIONS OF SALES

Unless otherwise agreed in writing, these conditions constitute the only condition upon which the Company is willing to supply the goods to the customer, and will come into force on acceptance of the Order made by the customer to the Company. They form the basis of all contracts for the sale of the Company’s goods, and in particular no condition attaching to the customer’s Order, purporting to override or vary the conditions of sale shall have any effect whatsoever, and in case of any conflict, variance or inconsistency between the conditions of sale and the customer’s Order, or any correspondence relating thereto, the conditions of sale shall prevail unless they are specifically excluded in writing by the Company. No statements, documentation of correspondence which is entered into by the Company and the customer shall apply to the contract, and shall not be taken to vary in any way the conditions of sale.

3. ORDERS

Orders should be in writing.

4. THE QUOTATION

The quotation by the Company is not to be taken as an offer, and any Order given in respect of such quotation shall not be binding on the Company until accepted by the Company in writing or, alternatively, the dispatch of the Goods by the Company.

5. PRICES

Unless otherwise agreed in writing by the Company, all prices quoted in literature, or verbally, are prices for Goods FOB (Free on Board) at the date of preparation of the literature or verbal quotation.



TERMS & CONDITIONS OF SALE

6. WARRANTY

EBP Automotive warrants its products under CP brand name, for 12 months from the date of supply or dispatch that the Company will replace any suspected faulty parts with a new part free of charge, excluding carriage, customs and any other duties. Following confirmation by EBP Automotive of any manufacturing defect the goods will be accepted as qualifying, provided the customer returns the Goods to the Company within 30 days of the suspected defect becoming apparent, together with a report thereon.

(b) This warranty does not apply to any defect caused by, or arising from wear and tear, neglect, malicious damage, misuse, improper storage, failure to follow the Company's instructions (if any), or any unauthorised reconditioning, repair or modification other than that approved by the Company in writing.

(c) This warranty shall exclude any condition, warranty or statement, either expressed or implied by statute or otherwise, and the Company shall not be under any liability, whether in contract or in tort, in respect of Goods supplied or delivered, or for any injury, damage or loss resulting from such defects, or from any work done in connection therewith.

7. DELIVERY

Once an order has been received by the Company, and the Company has accepted the same, the Company will comply as far as possible with delivery dates which may be quoted, but shall not be liable for failure to deliver by such dates, and no warrant is given in respect thereof. Delivery of Goods cannot be refused by the customer if a quoted delivery date has passed.

8. CANCELLATION OF ORDERS

Once an order has been received by the Company, it may not be cancelled without agreement in writing by the Company. The Company reserves the right to refuse such cancellation, and reserves the right to apply a handling charge.



TERMS & CONDITIONS OF SALE

9. TERMS OF PAYMENT

Accounts are due for payment in accordance with agreed terms. If no special terms are agreed, then payment term shall be considered as “advance payment”.

10. SPECIAL EVENTS

In the event of the customer becoming bankrupt, or going into liquidation, or a Receiver or Insolvency Practitioner, Liquidator or any other such body being appointed, the Goods shall remain the property of the Company, and shall be returned to the Company forthwith. The Company shall have the right to enter the premises of the customer, and to collect any Goods for which payment in full has not been received, and the customer, by accepting this condition of sale gives its consent to such entry and recovery by the Company. Goods will be valued by the Company based on time in Customer's custody and condition less a restructuring charge.