

## SALES AGREEMENT

This Sales Agreement ("Agreement") is made effective as of [Date], by and between Motorcraft Overland Accessories, a [Company Type] with its principal place of business located at [Seller's Address] ("Seller"), and [Customer's Full Legal Name], with a mailing address of [Customer's Address] ("Customer").

### RECITALS:

WHEREAS, Seller is engaged in the manufacture and sale of overland vehicle body prefabricated kits; and

WHEREAS, Customer desires to purchase such a kit from Seller under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

- **Definitions:** As used herein, the term "Kit" shall refer to the Motorcraft Overland Vehicle Body Prefabricated Kit, which includes the insulated habitation body, doors, windows, cabinetry, water tank, and torsion-free subframe as specifically delineated in Schedule A.
- **Purchase and Sale:** Seller agrees to sell, and Customer agrees to buy, the Kit as described in Schedule A attached hereto and incorporated herein.
- **Price and Payment Terms:** The purchase price of the Kit shall be as set forth in Schedule A. Payment terms are detailed in Schedule B, including any deposit required, payment schedule, and acceptable forms of payment.
- **Delivery:** Seller agrees to deliver the Kit to the Customer in accordance with the delivery terms set forth in Schedule C.
- **Title and Risk of Loss:** Title to the Kit shall pass to the Customer upon full payment of the purchase price. Risk of loss or damage to the Kit shall pass to the Customer upon delivery.
- **Installation:** Customer acknowledges that the installation of the Kit requires certain technical skills and agrees to either provide for installation by qualified individuals or contract with Seller for installation services as per Schedule D.
- **Inspection and Acceptance:** Customer shall inspect the Kit upon delivery and shall notify Seller of any defects within [Number of Days] days as per the acceptance procedure outlined in Schedule E.
- **Warranty and Service:** Seller warrants that the Kit shall be free from defects in materials and workmanship under normal use and service for a period specified in Schedule F.
- **Limitation of Liability:** Seller's aggregate liability in damages or otherwise shall not exceed the payment, if any, received by Seller for the Kit sold under this Agreement.
- **Intellectual Property:** Customer acknowledges that any designs, trademarks, or other intellectual property embodied in the Kit remain the property of the Seller.
- **Forces:** Neither party shall be liable for any failure to perform due to causes beyond its reasonable control.
- **Governing Law and Jurisdiction:** This Agreement shall be governed by the laws of the United Kingdom, without regard to conflicts of law principles.
- **Dispute Resolution:** Any disputes shall be resolved through binding arbitration in accordance with the rules of the Arbitration Association of the United Kingdom.
- **Amendments and Waiver:** No amendment, change, or modification of any of the terms, provisions, or conditions of this Agreement shall be effective unless made in writing and signed or initialed by both parties.
- **Severability:** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.
- **Notices:** All notices, requests, demands, and other communications under this Agreement shall be in writing and properly addressed as per Schedule G.

- **Entire Agreement:** This Agreement, including the Schedules attached hereto, constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the parties.

*IN WITNESS WHEREOF*, the parties hereto have executed this Sales Agreement as of the date first above written.

Motorcraft Overland Accessories Customer

**Schedule A** - Detailed Description of the Kit and Price

**Schedule B** - Payment Terms

**Schedule C** - Delivery Terms

**Schedule D** - Installation Services (if applicable)

**Schedule E** - Inspection and Acceptance Procedure

**Schedule F** - Warranty and Service Details

**Schedule G** - Notice Details

## Schedule A

### PRODUCT SPECIFICATION AND INCLUSIONS

The prefabricated kit ("Product") supplied by Motorcraft Overland Accessories ("Motorcraft") under this Sales Agreement includes only the items explicitly listed below. These items are described in detail on Motorcraft's official website and in the relevant product drawings provided to the Customer at the time of sale. The standard Product consists of:

- **Insulated Composite Body:** A pre-fabricated, insulated body designed for overland vehicles, crafted according to specifications for optimal performance and durability.
- **Integrated Subframe:** A torsion-free subframe designed to mount the insulated body onto the Customer's vehicle chassis.
- **Entrance Door:** A single, robust entrance door designed for security and insulation, complete with all necessary hardware.
- **Windows:** Windows provided as per the relevant product drawing, designed for integration into the insulated body.
- **Water Fill Point:** An accessible fill point for replenishing the fresh water tank.
- **Fresh Water Tank:** A tank for storing fresh water, constructed as per the relevant product drawing.
- **Cabinetry:** Cabinetry as detailed in the relevant product drawing, provided in an assembled state but not installed.
- **Stainless Steel Ironmongery:** High-quality stainless steel hardware for the doors, windows, and cabinetry.
- **Bathroom Dividing Wall:** A wall to separate the bathroom area from the rest of the interior space.
- **Shower Tray:** A base for the shower area within the bathroom space.
- **One Rear Access Locker:** A single locker accessible from the rear of the vehicle for additional storage.

**Optional Extras:** Any additional items or customisations requested by the Customer that are not included in the standard Product specification will be considered optional extras and will be priced accordingly. The Customer must specify these optional extras at the time of placing the order, and they will be subject to separate terms and conditions as agreed upon in writing.

**Cabinetry Installation:** The cabinetry included within the Product is supplied in an assembled state. The Customer is responsible for the fitting and secure installation of the cabinetry within the vehicle. Motorcraft is not responsible for the installation process or any modifications that may be required to ensure the proper fit of the cabinetry.

This Schedule A forms an integral part of the Sales Agreement dated [Insert Date of Sales Agreement] between Motorcraft Overland Accessories and the Customer, detailing the exact scope of the Product supplied under the terms of the Agreement.

## Schedule B

### PAYMENT TERMS

- **Deposit:** Upon execution of this Agreement, the Customer is required to pay a deposit amounting to 50% of the total purchase price of the Kit. This deposit is a commitment to the purchase and will secure the production slot for the Customer's Kit.
- **Final Payment:** The remaining balance of the purchase price is due on the day of collection of the Kit by the Customer. The Customer agrees to complete this payment in full prior to or on the collection day.
- **Payment Methods:** Payments are to be made in the currency of the purchase price via bank transfer, credit card, or any other method agreed upon in writing by both parties.
- **Confirmation of Payment:** The Kit will not be released to the Customer until Seller has confirmed receipt of the final payment in its account. Payment shall be deemed received only when the full amount of the purchase price has cleared and is accessible to the Seller.
- **Delays in Payment:** If the Customer fails to make the final payment on the collection day, the Seller reserves the right to delay the release of the Kit. In addition, Seller may, at its discretion, charge a daily holding fee as specified in Section 6 below.
- **Holding Fee:** For each day that the collection of the Kit is delayed due to non-payment by the Customer, a holding fee of [Insert Holding Fee Amount] per day will be charged. This fee is to cover storage and administrative costs incurred by the Seller.
- **Cancellations:** If the Customer cancels the order after making the deposit, the deposit shall be non-refundable. The Seller may, at its discretion, return a portion of the deposit based on any costs not yet incurred.
- **Refunds:** In the unlikely event that Seller is unable to fulfil the order, Seller shall refund any payments received from the Customer including the deposit, with no further liability to the Customer.
- **Late Payment Charges:** Late payments by the Customer shall incur late charges at the rate of [Insert Late Payment Interest Rate] per annum, calculated daily and compounded monthly.
- **Invoice:** Seller will provide an invoice to the Customer detailing the deposit and final payment, including any applicable taxes or additional fees as required by law.
- **Taxes and Duties:** The Customer is responsible for the payment of all taxes, duties, and levies that may be imposed on the purchase and sale of the Kit, according to the laws of the United Kingdom or the Customer's jurisdiction.

This Schedule B forms an integral part of the Sales Agreement dated [Insert Date of Sales Agreement] between Motorcraft Overland Accessories and the Customer.

## Schedule C

### DELIVERY TERMS

- **Delivery Schedule:** Motorcraft Overland Accessories aims to dispatch the purchased Kit within 10 weeks from the receipt of the initial deposit payment, subject to the availability of the Kit and production scheduling.
- **External Suppliers:** The Seller acknowledges that the production of the Kit is dependent on components and materials supplied by external suppliers. While the Seller endeavours to maintain a strict adherence to delivery schedules, there may be instances where delays outside of the Seller's control occur.
- **Notification of Delay:** In the event of a delay caused by external suppliers or any unforeseen circumstances, the Seller reserves the right to extend the delivery date. The Seller shall notify the Customer of any such delay as soon as reasonably possible, providing the Customer with an estimated new delivery date.
- **Customer's Acceptance of Delay:** The Customer understands and agrees that certain delays are outside of the Seller's control and agrees to accept reasonable delays as specified by the Seller.
- **Seller's Efforts to Mitigate Delay:** The Seller commits to taking all reasonable steps to mitigate the effects of any delay caused by external suppliers and to expedite the production process where possible.
- **Consequences of Delay:** If a delay extends beyond 14 day, the Customer may request a status update on the Kit production. The Seller shall provide such an update and discuss any potential remedies or adjustments to the agreement that may be necessary.
- **Right to Cancel:** Due to the bespoke nature of the Kit's manufacturing, the Customer reserves the right to cancel the order at any time. However, the Customer acknowledges and agrees that the deposit paid is non-refundable and compensates the Seller for the commencement of production and any materials purchased or labor committed up to the point of cancellation..
- **No Liability for Delay:** The Seller shall not be liable for any losses or damages arising from delays in delivery, except as provided for in the refund policy outlined in Section 7.
- **Force Majeure:** Neither party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disasters), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service, and no other party will have a right to terminate this Agreement in such circumstances.

This Schedule C forms an integral part of the Sales Agreement dated [Insert Date of Sales Agreement] between Motorcraft Overland Accessories and the Customer.

## Schedule D

### INSTALLATION TERMS

- **Installation Location:** The installation of the Motorcraft insulated habitation body and the torsion-free subframe is available exclusively at our designated build facility located in Doncaster. The Seller shall provide professional installation services to ensure the product's integrity and safety.
- **Customer Self-Installation:** If the Customer opts to install the habitation body and subframe themselves, they assume full responsibility for the safety, roadworthiness, and correct installation of the product. The Seller is not liable for any issues arising from the installation process conducted by the Customer or a third party.
- **Subframe Customisation:** The subframe is manufactured according to measurements provided by the Customer. It is the Customer's responsibility to ensure the accuracy of these measurements. The Seller shall not be responsible for any discrepancies between the provided measurements and the final fit of the subframe.
- **Modification by Customer:** In the event that the subframe does not fit, any modifications made by the Customer or a third party to the subframe will void any warranties provided by the Seller. The Customer is advised to contact the Seller for assistance or guidance before undertaking any modifications.
- **Warranty Voidance:** The warranty is strictly limited to defects in materials or workmanship. It does not cover any damage or defects resulting from incorrect installation, unauthorised modifications, misuse, neglect, accident, or normal wear and tear.
- **Assistance from Seller:** The Customer is encouraged to seek assistance from the Seller if any issues arise during self-installation. The Seller may provide guidance, but this does not transfer liability for the installation to the Seller.
- **Compliance with Regulations:** The Customer is responsible for ensuring that the installation of the habitation body and subframe complies with all applicable local, national, and international laws, regulations, and vehicle standards.
- **Final Inspection:** If the Customer installs the habitation body and subframe, it is recommended that the Customer arranges for a final inspection of the installation by a qualified professional to confirm the safety and roadworthiness of the modified vehicle.

This Schedule D forms an integral part of the Sales Agreement dated [Insert Date of Sales Agreement] between Motorcraft Overland Accessories and the Customer.

## Schedule E

### INSPECTION AND ACCEPTANCE PROCEDURE

- **Completion of Installation:** Upon completion of the installation at Motorcraft's facility, or upon delivery of the prefabricated kit, the Customer is obligated to carry out final acceptance checks.
- **Final Acceptance Checks:** When the installation is completed at Motorcraft's facility, the Customer must perform the final acceptance checks before leaving the premises. In the case of delivery, such checks should be conducted at the point of unloading.
- **Defect Notification Window:** The Customer is required to notify Motorcraft of any defects or issues within 48 hours of the installation or delivery. The notification must be in writing and should clearly describe the nature of the defects or issues found.
- **Assumed Acceptance:** If no defect notification is received within the specified 48-hour window, Motorcraft will consider the product accepted by the Customer.
- **Cure of Defects:** Should the Customer notify Motorcraft of any defects within the 48-hour window, Motorcraft agrees to address and rectify any such valid defects in a timely manner, at its discretion, through repair or replacement.
- **Impact of Defects on Acceptance:** Discovery of defects notified within the 48-hour window will delay acceptance until such defects have been rectified to the Customer's satisfaction and in accordance with the agreed product specifications.
- **Documentation of Defects and Remedial Actions:** Both parties shall document any reported defects and subsequent remedial actions. This documentation will serve as an official record of the condition of the product at the time of acceptance and any measures taken to address reported issues.
- **Acceptance Confirmation:** After the defects have been rectified, the Customer shall provide written confirmation of acceptance, indicating that the product meets the agreed-upon specifications and quality standards post-cure.

This Schedule E forms an integral part of the Sales Agreement dated [Insert Date of Sales Agreement] between Motorcraft Overland Accessories and the Customer.

## **Schedule F**

### **WARRANTY COVERAGE AND PERIODS**

Motorcraft Overland Accessories ("Motorcraft") extends the following warranty coverage for the specified components of its overland vehicle body prefabricated kits, subject to the terms and conditions of this Sales Agreement:

- Doors, Windows, and Hatches Warranty:
  - Coverage: All doors, windows, and hatches included in the habitation body.
  - Duration: 24 months from the date of delivery to the Customer.
- Steel Work Warranty:
  - Coverage: All steel work provided by Motorcraft, including roof racks, brush-bars, and bike lifts.
  - Duration: 48 months from the date of delivery to the Customer.
- Habitation Body and Subframe Warranty:
  - Coverage: The insulated habitation body and the torsion-free subframe.
  - Duration: 36 months from the date of delivery to the Customer.
- Interior Furniture Warranty:
  - Coverage: All interior furniture components, as detailed in the product drawings.
  - Duration: 24 months from the date of delivery to the Customer.
- Electric Equipment Warranty:
  - Coverage: All other electric equipment included with the habitation body.
  - Duration: 12 months from the date of delivery to the Customer.

#### **General Warranty Conditions:**

- This warranty covers the repair or replacement of any part that is found to be defective in material or workmanship under normal use and maintenance, following Motorcraft's inspection and confirmation of the defect.
- This warranty is non-transferable and is extended only to the original purchaser.
- The Customer is responsible for regular maintenance and care of the purchased items. Neglect, misuse, or unauthorised modifications to any component will void this warranty.
- All warranty claims must be accompanied by proof of purchase and, if applicable, a maintenance record.
- Warranty repairs or replacements do not extend the original warranty period.

#### **Workmanship and Installation Clause:**

- Motorcraft designs its units to fit correctly when assembled according to the manufacturer's specifications and instructions. However, variations in workmanship and working environments can affect the installation and final fit of the product.
- The responsibility for ensuring that the installation is conducted in accordance with Motorcraft's guidelines rests solely with the Customer or their appointed installer.
- Motorcraft will not be liable for any issues arising from incorrect assembly, poor workmanship, or environmental factors influencing the installation by the Customer or a third party.
- It is the Customer's responsibility to ensure that the workmanship meets the necessary standards to achieve the correct fit and function of the product. If any misalignment or fitting issues arise, the Customer is responsible for rectifying such issues at their own expense.



- The warranty provided by Motorcraft does not cover defects or damages resulting from improper installation, misuse, neglect, alteration, or unauthorised repairs by the Customer or third parties

Motorcraft reserves the right to make changes to the product design or components without incurring any obligation to incorporate such changes into previously manufactured products. This Schedule F forms an integral part of the Sales Agreement dated [Insert Date of Sales Agreement] between Motorcraft Overland Accessories and the Customer.