

DELIVERY CONDITIONS, GUARANTEE AND CLAIMS PROCEDURE - customer@powbat.co.uk

Deliveries made by Power Batteries to its original customers will be as per the conditions and definitions stated below. Power Batteries Ltd also guarantees such deliveries will be made on time and within the time limits stated below and will credit the full cost of the delivery part of the service itself to the original customer should the delivery not happen as per its below commitment provided that the original customer follows the conditions and procedures shown below.

UK Deliveries: All deliveries are made by Tail-Lift truck. Offloaded to Kerbside (unless Tail-Lift not required or by parcel service). All deliveries subject to stock availability and order acknowledgement.

Standard 3 Day Delivery to UK Mainland Addresses is 3 working days: Time of delivery between 0900 and 1800 Hrs.

Premium Options Available:

Next Working Day: Time of Delivery between 0900 and 1800 Hrs Latest firm order receipt to Power Batteries Ltd must be by 1200 Hrs the previous working day.

Next Working Day AM: Time of Delivery between 0900 and 1300 Hrs. Latest firm order receipt to Power Batteries Ltd must be by 1200 Hrs the previous working day.

Next Working Day Timed: Time of Delivery 1000 to 1800 Hrs as selected by customer. Minus 0 Hrs Plus 2 Hrs. Latest firm order receipt to Power Batteries Ltd must be by 1200 Hrs the previous working day.

Premium Delivery: Day 1 order Receipt for Delivery Day 2 or Day 3. Time of delivery between 0900 and 1800 Hrs. Website or Defined clients only

Special Offloading and Positioning: Conditions are as per agreed on application.

Euro EEC Deliveries: All are by standard truck. Offloading facility will be provided by the customer. All deliveries subject to stock availability and order acknowledgement.

Standard 5-6 Day Delivery to EEC and EFTA Mainland Addresses is 5 to 6 working days dependant upon address: Time of delivery between 0900 and 1800 Hrs

Premium Options Available:

Premium 3 Day Delivery to EEC and EFTA Mainland Addresses is 3 working days: Time of delivery between 0900 and 1800 Hrs

Specified Day Timed: Time of Delivery 1000 to 1800 Hrs as selected by customer. Minus 0 Hrs Plus 2 Hrs. Latest firm order receipt to Power Batteries Ltd 5 working days previous.

Special Offloading and Positioning: Including Kerbside and Tail-Lift. Conditions are as per agreed on application.

Conditions for Deliveries to other territories are as per agreed on application.

Goods Receipt Procedure: All customers or receivers of the Power Batteries Ltd deliveries will adhere to the following procedure:

- Customer/Receiver must inspect the goods and packaging. Drivers will be prepared to wait up to 15 minutes to allow the Customer/Receiver to inspect the packaging and goods.
- Customer/Receiver will sign "Received in Good Condition" and date if on inspection no damage is apparent.
- Customer/Receiver will sign "Received Suspect Damage" and date if on inspection any damage is apparent or if the driver will not wait up to the requisite 15 minutes.
- Customer/Receiver will under no circumstances sign "Received Unchecked" or similar wording.

Claims Procedure please refer to PBFP3/1 General Conditions of Sale

- Claims must be made in writing to customer@powbat.co.uk within 3 working days of the original delivery date.
- Additional Guarantee: Power Batteries Ltd will credit the customer the full cost of the actual delivery part of the service if the above delivery timed commitments have not been achieved given the Customer has complied with the Goods Receipt Procedure above and has made a claim in line with General Conditions of Sale PBFP3/1.
- Power Batteries Ltd may ask the claimant for further reasonable information which the customer will supply.

THE ABOVE STATED DELIVERY GUARANTEE IS SUPPLIED IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED EXCEPTING FOR STATUTORY RIGHTS. IN NO EVENT SHALL POWER BATTERIES LTD BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS AND, EXCEPT AS STATED HEREIN OR UNLESS MUTUALLY AGREED, POWER BATTERIES LTD SHALL NOT BE LIABLE FOR ANY DEFECTS IN OR BREACH OF ANY CONTRACT RELATING TO THE QUALITY OR PERFORMANCE OF THE ABOVE DELIVERY SERVICE UNDER ANY THEORY OF LAW. THESE CONDITIONS AND GUARANTEE WILL BE CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE INTERNAL LAWS OF ENGLAND. PB Del1 Issue 2 Oct 09