

DENNIS EAGLE

Parts Procedures Handbook



EVERY
PART
MATTERS



YOUR FIRST
CALL FOR A
FIRST TIME FIX

DENNIS EAGLE
 RosRoca

WHY BUY FROM DENNIS EAGLE?

Every Part Matters. It's a philosophy at the core of our business and drives us to deliver the same outstanding quality for every part. From shackle pins to starter motors, we guarantee you the utmost in care and customer service. Furthermore, we're the only manufacturer to offer replacements for every Dennis Eagle part.

- Sector leading parts supply services
- Full parts traceability to each specialist built vehicle ensuring accuracy of supply
- Electronic parts catalogue
- Same-day and next-day deliveries
- Parts team expert advisors to ensure the right part is ordered
- High quality parts offering best value and manufacturer's warranty



ORDERING PARTS

Main Point of Contact

The Sales Order Processing Desk at Warwick is the main customer contact for all Dennis Eagle parts enquiries.

Please contact the Parts Desk on the following number:

Parts Direct Phone Number

01926 458555

Fax: 01926 435652
partsdesk@dennis-eagle.co.uk

Parts Desk Opening Hours

The Parts Desk team will be able to take your calls between the following hours:

Mon - Thurs: 08:00 - 18:00
Friday: 08:00 - 17:00
Saturday: 08:00 - 12:00

All Dennis Eagle customers are allocated a six-digit account number. (An additional ship-to number may also apply if there is more than one delivery address on the account).

Please quote your account number and ship-to number if applicable on all communications.

To facilitate your enquiry, please have all your vehicle details to hand i.e. chassis / body / vehicle registration number.

All orders of £25 or more are delivered free of charge. A delivery charge of £10 will apply to any order under £25.

There is an online ordering facility available through our Electronic Parts Catalogue; if you require this option please register at **www.dennis-eagle.co.uk** and, subject to approval, you will receive your unique user name and password.

Payment Terms

Our standard payment terms for account holders are end of month plus twenty days. Non-account holders may pay by credit/debit cards or pro forma invoice.

Ros Roca/Huffermann Parts Supply

Parts enquiries for these bodies should be made to our Dennis Eagle Service Centre at Aldridge on **01922 741957**.

Terms of Business

All orders are accepted in accordance with Dennis Eagle Terms of Business, full details of which can be found on pages 9-11.



DELIVERY SERVICE

Service Level

Dennis Eagle offers five levels of service, based on parts being ordered through Warwick and delivered direct from our main distribution centre at Chorley, operated by TVS Supply Chain Solutions (TVS).

Next Day

Before 12 noon the next working day.

Stock

Within two working days.

Premium Service

Before 9am except for postcodes listed. This service is available at an additional fixed charge of £35.00.

Saturday Service

Before 9am except for postcodes listed. This service is available at an additional fixed charge of £35.00.

Collection

Monday to Friday.
TVS Supply Chain Solutions Main Distribution Centre, Buckshaw Avenue, Chorley, Lancashire PR6 7AJ.

Parts will be available for collection from TVS two hours after order placement. The latest time for placement of collection orders is 2.30pm for collection by 4.30pm.

The delivery times quoted are not guaranteed as the carriers are subject to local road conditions, e.g. weather, accidents and breakdowns.

The carriers will use their best endeavours to meet the times quoted; however, Dennis Eagle cannot be held responsible for any consequences of the carriers not being able to meet the stated times.

If a scheduled delivery has not been received within 30 minutes of the stated time, please contact the Parts Desk who will then liaise with the carrier to locate your delivery.

HEAVY/OUT OF GAUGE PARTS

Due to their weight and size, certain parts, e.g. windscreens, engines, hopper floors etc., are delivered by a specialist carrier and as a result you should plan for delivery late morning. Dennis Eagle reserves the right to levy a carriage charge in respect of items falling into this category. To achieve the service levels mentioned above, all orders must be placed 15 minutes before the closing times shown.

The Premium Service is not available to the following UK postcodes and locations:

England Postcodes:

TR1-93, EX23, PL10-15, 17-18, PL22-35

Wales Postcodes:

LD, SA19-80, LL23-25, 28-78, NP8 SY15-20, SY23-99

Scotland & Scottish Isles Postcodes:

AB23, AB30-99, IV, KW1-14, PA20-40 PH19-40, PH41 Sector4 and PH49-50

Northern Ireland Postcodes:

BT16-94

Isle of Man, Isle of Wight, Channel Islands, Isles of Scilly

DELIVERY QUERIES

Short Shipment Damaged Parts and Incorrect Supply

Any claim must be reported to the Parts Department within 24 hours of receipt of goods.

Failure to do so may result in your claim being rejected.

Phone Number

01926 458555

When you receive your delivery it is important that you check package quantities, delivery address and exterior packaging before signing the driver's consignment note.

If you sign without conducting such checks, then your claim for damage, short shipment or loss in transit may be rejected.

Parts Availability at Dennis Eagle Service Centres

Our regional Service Centres hold a limited stock of parts for emergency (VOR's):

Aldridge:	01922 741917
Bexley:	01322 280151
Coundon:	01388 451979
Croydon:	0208 6624500
Falkirk:	01324 612444
Leeds:	0113 2244330
Manchester:	0161 8728741
Merthyr Tydfil:	01443 691075



RETURNS PROCEDURE

How to Return a Product

This section covers the return of unused parts, dirty units and parts warranty.

Prior to returning parts, authorisation must be obtained from the Parts Desk at Warwick.

Failure to obtain such authorisation will invalidate any claims for credit. All parts will be collected from you by TNT, or by Norbert Dentressangle (formerly Christian Salvesen) for large items. They should never be returned to a Dennis Eagle Service Centre, Dennis Eagle Parts Representative or any other Dennis Eagle employee or location.

Where Dennis Eagle has correctly identified and supplied electronic units and printed circuit boards in accordance with information given by the customer, such parts can NOT be returned.

To return parts that have either been ordered in error or are no longer required, please follow the procedure below. However, this will incur a 20% handling charge per line item up to a maximum of £250.00 per item.

Phone Number

01926 458555

To return parts that have either been ordered in error or are no longer required, all returns requests are to be made by telephone to the Parts Desk where a member of staff will register the request

to return the product against the original invoice.

You will be faxed or e-mailed a three part return form per consignment. The top part of the form should be fixed securely on the outside of the package; the middle section needs to be put inside the package.

You must contact TVS at Chorley on 01257 225332 to initiate collection of the goods within two days of receiving the form and advise them of the designated carrier, already identified for you on the form. Please ensure that you make a note of the call reference number you are given.

Failure to initiate a collection within 2 days may result in your request being de-registered and declined for return. All parts must be packaged to ensure adequate protection from damage. Failure to do so may affect your claim for credit.

The final part of the form must be signed by the carrier at the point of collection. It is important that you obtain a signature and retain this part of the form as your proof of collection. Failure to do so may affect your claim for credit.

If the nominated carrier fails to collect the part(s) within 5 working days, call TVS again quoting the call reference number.

There is a minimum order line value of £25 for each part returnable to stock.

TIMESCALES FOR RETURN OF PRODUCT

Unused Items

These must be authorised for return within 30 days of the despatch date, validated against the original invoice and be in a re-saleable condition. We reserve the right to reject all claims for credit should any item not be in a re-saleable condition as judged by Dennis Eagle or its nominated representative.

Service Exchange Units

Service Exchange units must be registered for return within 90 days of despatch of the unit.

In the event that you wish to return a unit for credit after the 'expiry date' of that surcharge invoice, it is at the discretion of Dennis Eagle as to whether it is accepted for return. This will be a commercial decision and not necessarily reflect the original surcharge value.

Special Requirement for the return of Core

When returning components such as rams, pumps, valves, engines etc. under the service exchange scheme, it is essential that units are cleaned prior to despatch and sealing plugs are refitted to prevent dirt or water ingress.

Failure to do so may render the claim void. If an engine is being returned, it must be emptied of oil and steam cleaned. If the old unit is in such a condition that it cannot be reworked, no credit will be given.



WARRANTY

Plus Warranty

Where a customer has purchased a part for a failed item that is outside the vehicle warranty and then that part fails within the supplier's agreed warranty period, the customer will be expected to purchase the new replacement part via their own account.

The failed unit will need to be returned as per the returns procedure and a credit will be issued to the customer on acceptance of the claim from the supplier. Should the supplier reject the item and give evidence for the reason for rejection, then that information will be passed onto the customer who will stand the cost.

Should you have any questions, please contact The Parts Desk Team on:

01926 458555



TERMS OF BUSINESS

These Terms of Business shall apply to all orders placed with Dennis Eagle Limited (Company Number 3794455) (Company) by customers for any goods, including but not limited to, new vehicles and spare or replacement parts (Orders). Orders are accepted by the Company on condition that the following Terms of Business apply to the Order and that in the event of resale of any goods purchased, the customer covenants with the Company that these terms have been validly incorporated into the customer's contract with the ultimate purchaser of the goods.

These terms shall apply separately to each Order placed by customers who are account holders with the Company.

1. GENERAL

No binding contract shall be created until an Order is accepted by the Company. Prices quoted are subject to revision for errors and omissions at any time.

2. PREVIOUS COMMUNICATIONS

All previous correspondence and understandings whether in writing, oral or otherwise are to be regarded as superseded by these terms and conditions and as not forming part of the contract.

3. TECHNICAL DATA

All drawings, descriptive matter, weights, dimensions, power consumptions, the descriptions and illustrations contained in the Company's catalogues, price lists or advertisements, whether or not supplied with any tender or offer for sale, are approximate only and intended merely to give a general idea of the goods described therein and shall not form part of the contract.

4. PRICE

Any tender or offer for sale is based on the cost of materials, packing, transport, freight, insurance, labour charges, lodging allowances, import duties and overhead expenses ruling at the date hereof unless otherwise stated. If any increase in the cost of any of these terms takes place at any time after the date hereof and prior to the date of delivery, then the prices shall be the price ruling at the date of delivery. Unless otherwise notified to the customer the following delivery costs will be included in the price for the goods: UK standard delivery for spare and replacement parts; and the cost of delivery of new vehicles to the customer during the Company's normal business hours.

5. DELAY IN DELIVERY OR COMPLETION

Time for delivery or completion of the goods shall not be of the essence, and delay in delivery or completion shall not give rise to any liability upon the Company, whether or not any time or date is given, unless a guarantee of delivery or completion has been otherwise given

in writing by the Company expressly stating that the Company guarantees delivery or completion within a specific time.

6. DELIVERY AND PASSING OF RISK

Unless otherwise agreed in writing, delivery of new vehicles and spare or replacement parts shall be to the location notified by the customer to the Company.

The risk in the goods shall pass to the customer on completion of delivery at the relevant delivery location. Where the Company is engaged to undertake work upon any goods, including chassis, supplied by the customer then such goods shall be at the customer's risk at all times regardless of their location.

7. PAYMENT

Unless otherwise agreed; payment for the Company's products, namely new vehicles, shall be due 7 days after delivery to the customer or, in the case of orders for spare or replacement parts and service work carried out; for account holders, in accordance with the Company's standard terms of payment, namely end of month plus 20 days or for non-account holders, at the time of placing of the order. Where the Company supplies a chassis to a body builder, payment for the chassis shall become due upon delivery to the body builder. Where the Company is engaged to work on any goods supplied by a Customer, including chassis, payment for those services shall be due at or prior to delivery of the completed goods to the customer. The Company shall be entitled to charge interest on all overdue accounts at the rate of 2% per month for the time being.

8. PASSING OF PROPERTY

- 8.1 Title to the goods shall not pass to the customer until the earlier of/when:
- (a) the Company receives payment in full (in cash or cleared funds) for the goods and any other goods that the Company has supplied to the customer, in which case title to the goods shall pass at the time of payment of all such sums; and
 - (b) the customer resells the goods, in which case title to the goods shall pass to the customer immediately before the time at which resale by the customer occurs.
- 8.2 Until title to the goods has passed to the customer, the customer shall:
- (a) store the goods separately from all other goods held by the customer so that they remain readily identifiable as the Company's property;
 - (b) not remove, deface or obscure any identifying mark or packaging on or relating to the goods;



TERMS OF BUSINESS

- (c) maintain the goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- (d) notify the Company immediately if it becomes subject to any insolvency, administration or bankruptcy proceedings, or becomes unable to pay its debts as they fall due; and
- (e) give the Company such information relating to the goods as the Company may require from time to time.

8.3 Subject to clause 8.4, the customer may resell or use the goods in the ordinary course of its business (but not otherwise) before the Company receives payment for the goods. However, if the customer resells the goods before that time it does so as principal and not as the Company's agent.

- 8.4 If before title to the goods passes to the customer the customer becomes subject to any of the events listed in clause 8.2(d), then, without limiting any other right or remedy the Company may have:
- (a) the customer's right to resell the goods or use them in the ordinary course of its business ceases immediately; and
 - (b) the Company may at any time:
 - (i) the Customer to deliver up all goods in its possession which have not been resold or irrevocably incorporated into another product; and
 - (ii) if the Customer fails to do so promptly, enter any premises of the customer or of any third party where the goods are stored in order to recover them.

9. PERFORMANCE

Any performance figures provided, relating to the Company's products are based upon the Company's experience and are such as the Company expects will be obtained but are estimates only and are not guaranteed. The Company shall be under no liability for failure to achieve such figures unless there is in writing in the contract a guarantee of performance expressly stating that the Company guarantees certain performance figures.

10. COMPANY'S LIABILITY FOR DEFECTS

Subject to fair and proper usage by skilled operators, the Company agrees to make good by repair or replacement, as its option, any failure or defect developing in goods of the Company's manufacture within 12 months from the date of delivery, and arising solely from the Company's own faulty materials, design or workmanship.

The liability of the Company is conditional upon the customer adhering strictly to the terms of payment provided for herein and is subject to the defective parts being returned immediately to the Company and the expense of the customer together with a statement of

the customer's complaint without such goods being misused or tampered with and no repairs having been attempted. The repaired or replacement parts will be sent to the customer at his risk and expense.

At the expiration of 12 months from the date of delivery of goods all liability on the parts of the Company shall cease and no responsibility is thereafter accepted for any defect whether latent or patent.

In the case of goods not of the Company's manufacture the customer is entitled only to the benefit of any guarantee or warranty given to the Company in respect thereof.

11. SUSPENSION OR CANCELLATION OF DELIVERIES

If the customer shall fail to pay the Company on the due date any sum payable hereunder or shall have a receiving order in bankruptcy made against him or make any arrangement with his creditors, or being a body corporate shall have a receiver appointed or if any order shall be made or any resolution passed for winding up the same, the Company may, without prejudice to its other rights, either suspend or cancel further deliveries and debit the customer with any loss sustained.

12. LIMITATION OF LIABILITY

12.1 Nothing in these terms and conditions shall limit or exclude the Company's liability for: death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable), fraud or fraudulent misrepresentation, breach of the terms implied by section 12 of the Sale of Goods Act 1979, defective products under the Consumer Protection Act 1987; or any matter in respect of which it would be unlawful for the Company to exclude or restrict liability.

12.2 Subject to clause 12.1:

- (a) the Company shall under no circumstances whatever be liable to the customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the contract; and
- (b) the Company's total liability to the customer in respect of all other losses arising under or in connection with the contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the goods.

13. EXCLUSION OF CERTAIN CONDITIONS ETC.

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.

TERMS OF BUSINESS

14. OTHER MANUFACTURER'S GOODS

Where the Company is employed to add materials, parts or accessories of any kind to, or to do work upon goods not of its own manufacture, the finished goods are supplied by the Company subject to the customer obtaining the approval of the manufacturer concerned to the design, materials, and workmanship utilised in such finished goods.

15. LIEN

In addition to any other rights of lien given by law, the Company shall have a general lien in respect of all sums due from or claims against the customer upon all goods to be supplied to such customer or upon which work has been or is to be done on the customer's behalf.

Without prejudice to any other rights given by law to the Company, the Company may upon 14 days' notice to the customer sell any goods of the customer upon which the Company has any lien and, where the property is such goods is at the time of such sale in the customer, shall be deemed to be his agent for the purposes of affecting such sale. The Company may apply the proceeds of such sale towards the satisfaction of sums due or claims against the customer without prejudice to the Company's right to recover the balance thereof from the customer.

16. PATENTS

The customer shall indemnify the Company against all claims and actions and the costs thereof made or brought against the Company in respect of the infringement of any patent, trade mark, registered design or similar rights arising from the manufacture or supply of any goods or the doing of work or the use of any article or material by the Company to the design or specification or upon the instructions or order of the customer.

17. FORCE MAJEURE

- 17.1 If the performance of the contract by the Company shall be delayed by any circumstances or conditions beyond the control of the Company including (but without prejudice to the generality of the foregoing) war, industrial disputes, strikes, lock-outs, riots, fire, storm, Act of God, accidents, non-availability or shortage of materials or labour, any statute, rule, bye-law, order or requisition made or issued by any legislative Government or Government Department, local or other duly constituted authority, then the Company shall have the right to suspend further performance of the contract until such time as the cause of the delay shall no longer be present.
- 17.2 If the performance of the contract by the Company shall be prevented by any such circumstances or conditions beyond the control of the Company, then the Company shall have the right to be discharged from further performance of a liability

under the contract. If the Company exercises such right the customer shall thereupon pay the contract price less a reasonable allowance for what has not been performed by the Company.

18. VALUE ADDED TAX

All prices quoted are subject to the statutory rate of V.A.T. at the time of delivery.

19. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

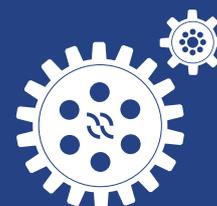
20. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).





BUILD IT.
REPAIR IT.
RESTORE IT.



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MATTERS



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FIRST TIME FIX

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