

Terms and conditions

CONSUMER RIGHTS STATEMENT & PURCHASE TERMS

All Your rights set out in this Agreement are in addition to Your rights as a consumer ('Your Consumer Rights') under applicable consumer protection legislation, including the US Consumer Law.

Your Consumer Rights are not excluded, restricted or modified by this Agreement.

1. Introduction

- 1.1 These terms and conditions shall govern your use of our website, and set terms for all sales at Portland Food Trailers, if a purchase agreement is not signed.
- 1.2 By using our website, or contacting any of our representatives, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website nor contact any of our representatives.
- 1.3 If you [contact our website, submit any material to our website or use any of our website services], we will ask you to expressly agree to these terms and conditions.
- 1.4 You must be at least [18] years of age to use our website; by using our website or agreeing to these terms and conditions, you warrant and represent to us that you are at least [18] years of age.
- 1.5 Our website uses cookies; by using our website or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our [privacy and cookies policy].

2. Copyright notice

- 2.1 Copyright (c) [2009] [Food-Trailers Inc].
- 2.2 Subject to the express provisions of these terms and conditions:
 - (a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website; and
 - (b) all the copyright and other intellectual property rights in our website and the material on our website are reserved.

subject to the other provisions of these terms and conditions.

3. Acceptable use

- 3.1 You must not:

- (a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
- (b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- (c) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- (d) [conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent];
- (e) [access or otherwise interact with our website using any robot, spider or other automated means[, except for the purpose of [search engine indexing]]];
- (f) [violate the directives set out in the robots.txt file for our website]; or
- (g) [use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing)].

3.2 You must ensure that all the information you supply to us through our website, or in relation to our website, is [true, accurate, current, complete and non-misleading].

4. **Your content: license**

4.1 In these terms and conditions, "your content" means [all works and materials (including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software and files) that you submit to us or our website for storage or publication on, processing by, or transmission via, our website].

4.2 You grant to us a [worldwide, irrevocable, non-exclusive, royalty-free license] to [use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media] OR [reproduce, store and publish your content on and in relation to this website and any successor website] OR [reproduce, store and, with your specific consent, publish your content on and in relation to this website].

4.3 You grant to us the right to sub-license the rights licensed under Section 8.2.

4.4 You grant to us the right to bring an action for infringement of the rights licensed under Section 8.2.

4.5 You hereby waive all your moral rights in your content to the maximum extent permitted by applicable law; and you warrant and represent that all

other moral rights in your content have been waived to the maximum extent permitted by applicable law.

5. Limitations and exclusions of liability

- 5.1 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.
- 5.2 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.
- 5.3 We will not be liable to you in respect of any loss or corruption of any data, database or software.
- 5.4 We will not be liable to you in respect of any special, indirect or consequential loss or damage.
- 5.5 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

6. Late payment policy:

- 6.1 If You fail to pay any amount due under or in connection with the any of our invoices within 7 days of the date by which You were required to pay the amount, You must also pay Portland Food Trailers: (a) interest at 10% per annum (compounded daily) on the amount from the expiry of 7 days from the date on which You were required to pay the amount to the date of payment; and (b) on and as demanded, Portland Food Trailer's Collection Costs including interest on Portland Food Trailer's Collection Costs calculated in accordance with clause 6.1 from the date of demand.

7. Custom Orders:

- 7.1 No refunds for any type of custom work.
- 7.2 If a legal dispute arises the buyer will have to pay all attorney fees and compensate Portland Food Trailers for the time we spent consulting an attorney and going to court.

8. An event of default occurs where:

- 8.1 You fail to perform any of your obligations under these terms or under the Security; any representation or warranty made by you pursuant to the Security or any statement delivered or made pursuant to it is incorrect when made.
- 8.2 Any action is taken for or with a view to the bankruptcy of yourself or you become insolvent or are unable to pay your debts or enter into dealings with any of your creditors with a view to avoiding, or in expectation of, insolvency or stop or threaten to stop payments generally or an encumbrancer takes possession or a receiver is appointed of the whole or any material part of your assets.
- 8.3 If an event of default occurs at any time hereafter and if such event is continuing, Portland Food Trailers may, without notice to you:- declare the obligations of the Company to be terminated whereupon such obligations will terminate; and declare that the Security has become enforceable whereupon all amounts payable by the yourself in respect of the facility hereunder and under the Security shall become immediately due and payable, all without diligence, presentment, demand for payment, protest or notice of any kind, all of which are hereby expressly waived by you. Portland Food Trailers in this case reserves the right to repossess the vehicle and hold until all of the overdue outstanding payments are made. All vehicle repossession and collection agency fees will be paid by you. In the event of any shortfall arising from such sale, Portland Food Trailers reserves the right to demand settlement of the said shortfall.

9. **Assignment**

- 9.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.
- 9.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

10. **Severability**

- 10.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 10.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

11. **Third party rights**

- 11.1 A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.

11.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

12. Law and jurisdiction

12.1 These terms and conditions shall be governed by and construed in accordance with [English law].

12.2 Any disputes relating to these terms and conditions shall be subject to the [exclusive] OR [non-exclusive] jurisdiction of the courts of [Oregon].

13. Our details

13.1 This website is owned and operated by *Food-Trailers Inc.*

13.2 We are registered in Oregon, and our registered office is at *11795 SE HWY BLDG #A Clackamas, OR 97015.*

13.3 Our principal place of business is at *11795 SE HWY BLDG #A Clackamas, OR 97015.*

13.4 You can contact us:

- (a) [by post, using the postal address [given above]];
- (b) [using our website contact form];
- (c) [by telephone, on [the contact number published on our website from time to time]]; or
- (d) [by email, using [the email address published on our website from time to time]].