

Terms and Conditions

- 1 In these terms "the Seller" shall mean the company detailed overleaf. "The Purchaser" shall mean any or all of the persons in whose name the parts are ordered or invoiced. "The Manufacturer" shall mean the manufacturer of goods and "the importer" if applicable shall mean the importer authorised by the Manufacturer to import goods on his behalf.
- 2 Cheques will only be accepted to the limit of a supporting banker's card. Credit cards acceptable to the Company may be utilised subject to the usual checks being made.
- 3 An order is not binding on the Seller unless confirmed in writing by the Seller. Payment for the goods shall be made in full in cash upon delivery unless credit terms have been previously agreed between the Purchaser and the Seller. Where an order is accepted by the Seller for future delivery to the Purchaser, the Seller will be entitled to be paid the full Purchase price on acceptance of the order.
- 4 The Seller will endeavour to secure delivery of the goods by the estimated delivery date (if any) but does not guarantee the time of delivery and shall not be liable for any damage, loss or claim of any kind in respect of delay in delivery. The Seller shall not be obliged to fulfil orders in the sequence in which they are placed or accepted.
- 5 This contract is the subject to and incorporates any terms and conditions which the Manufacturer or Importer may at any time attach to supply of goods or the resale of the goods by the Seller. A copy of the current terms and conditions so attached by the Manufacturer and / or Importer may be inspected on application to the Seller. The Seller shall not be liable for any failure to deliver the goods occasioned by its inability to obtain them from the Manufacturer or Importer or by its compliance with such terms and conditions.
- 6 The Seller undertakes that it will use its best endeavours to obtain for the Purchaser the benefit of any warranty or guarantee given by the Manufacturer or Importer in respect of the goods.
- 7 Notwithstanding any sum for Value Added Tax specified in the order, the sum payable by the Purchaser in respect thereof shall be such sum as the Seller must pay at the time of the taxable supply of the goods.
- 8 If after the date of this order and before the delivery of the goods to the Purchase, the Manufacturers or Importer's recommended price for any of the goods shall be altered, the increase in price shall be added to and become part of the contract price together with any related increase in Value Added Tax.
- 9 In the event of the goods described in the order becoming unavailable, for whatever reason, the Seller may (whether the estimated delivery date has arrived or not) by notice in writing to the Purchaser, cancel the contract. In such event any deposit paid shall be refunded to the Purchaser.
- 10 If the Purchaser shall fail to pay for and collect the goods within seven days of notification that the goods are available for collection, the Seller shall be at liberty to dispose of the goods and to treat the contract as repudiated by the Purchaser and thereupon any deposit shall be forfeited without prejudice to the Seller's right to recover from the Purchaser by way of damaged any further loss or expense which the Seller may suffer or incur by reason of the Purchaser's default.
- 11 The property in the goods shall remain with the Seller until the Purchaser has paid to the Seller the price of all the goods supplied under the contract for the supply of goods and all other sums owing at any time by the Purchaser to the Seller (including, without prejudice to the generality of the foregoing, all sums owing by the Purchaser to the Seller at any time in respect of any goods under any contract).
- 12 Subject to provisions relating to consumer transactions set out below and subject to any warranty or guarantee given by the Manufacturer or Importer in respect of the goods, the Seller warrants that the goods supplied herein conform to specification (unless otherwise agreed in writing) and are of merchantable quality but otherwise the Seller makes no other warranty express or implied in relation to the goods and in particular, makes no warranty as to the fitness of the goods for any particular purpose. In the event that the goods do not conform to specification or in the event of any defect the liability of the Seller shall be limited to the cost of replacement goods of the same or similar type. No employee of the Seller has authority to make any warranty representation or promise except in writing signed by the duly authorised Officer of the Seller.
- 13 The Seller shall not be liable for any consequential loss or damage howsoever incurred or howsoever caused in relation to the use of goods supplied by the Seller. In particular, in no circumstance shall the Seller be liable to the Purchaser in contract tort or otherwise for any loss of business contracts, profits or anticipated savings.
- 14 The Seller shall be under no obligation to give credit for goods correctly supplied and / or specially ordered by the Purchaser. The Seller reserves the right to levy a 25% handling charge on any goods returned for credit. No credit will be given by the Seller in respect of delivery, postage, or transit charges levied by the Seller, or incurred by the Purchaser. Goods incorrectly supplied by the Seller may be returned to the Seller for credit of the Purchaser provided that the goods are returned within seven days of delivery and are unused and undamaged and in the same condition as when delivered to the Purchaser.
- 15 No claim for any damage in transit, shortage of delivery or loss of goods will be entertained unless a notice in writing is given to the Seller within five days of receipt of the goods and a separate notice is given to any carrier concerned within such five day period.
- 16 The Seller will give the Purchaser credit in respect of "Exchange Units" under a "Manufacturer's Exchange Plan" provided that the unit is returned within the 90 days of the date of sale of a new unit and the exchange unit is returned in a condition and to a specification acceptable to the Manufacturer and that generally the return and the date of return forms part of the "Manufacturer's Exchange Plan". The Seller reserves the right to refuse to give the Purchaser credit if in the Seller's opinion the Manufacturer will not give the Seller credit for the "Exchange Unit". Notwithstanding the above the Seller reserves the right to levy such charge upon the Purchaser as the Seller shall deem appropriate in order to render the "Exchange Unit" in a good condition acceptable for return to the Manufacturer.
- 17 Any notice given hereunder must be in writing and sent by pre-paid post to the residence or place of business of the person to whom it is addressed, or in the case of the Purchaser, to his address overleaf, and shall be deemed to have been received within two working days of posting.
- 18 This document contains the whole terms of the contract and no alteration or variation of the terms of the contract shall be valid unless agreed and made in writing by an authorised Official of the Seller, and no waiver of any breach by either party of the terms of the contract shall prejudice the Seller's strict legal rights hereunder. In the event of any conflict between these terms and any other terms or conditions, these terms will prevail.

AN INVOICE MUST ACCOMPANY ALL CLAIMS AND ENQUIRES

IMPORTANT

CONSUMER TRANSACTIONS

Nothing herein contained is intended to affect, nor will affect a Consumer's statutory rights under the Sale of Goods Act 1893 as amended or re-enacted by the Supply of Goods (Implied Terms) Act 1973, the Unfair Contract Terms Act 1977 and the Sale of Goods Act 1979 or subsequent legislation.