

## 1. DEFINITIONS

In these conditions the following definitions shall apply:

“GOODS” This term shall be taken to include the provision of any incidental service when the Seller has agreed to provide to the Buyer under the contract.

“WRITING” Where there is a requirement of writing, this shall not be sufficiently constituted by any printed form.

## 2. TERMS OF CONTRACT

- (1) All quotations and tenders and all other communications are given sent or made on condition that the Seller shall not in any way be bound thereby unless the Seller has stated that the quotation or tender shall be binding for a certain period and the Buyer has submitted an order within that period.
- (2) No order placed by the Buyer in pursuance of a quotation or tender or otherwise shall be binding until the same is accepted by the Seller in writing upon its official acknowledgement form.
- (3) All contracts between the Seller and the Buyer for the sale or supply of any goods by the Seller shall be on the terms of these conditions. The acceptance by the Seller or any order from the Buyer shall be deemed to incorporate all the terms of these conditions. No terms contained in any order form or other document of the Buyer and no variation or departure from these conditions and no other term or condition whatsoever which is not contained herein shall have any force or effect whether as part of or as collateral to the contract except insofar as the Seller has expressly agreed thereto in writing signed by one of its Directors.

## 3. WARRANTIES CONCERNING GOODS AND DESCRIPTION OF GOODS

The goods are sold and the services are supplied on the terms that they comply with the written terms and description contained in the contract.

## 4. PRICES

- (1) Quotations are given and prices are agreed on the basis of costs then prevailing.
- (2) Quotations are given and prices are agreed exclusive of carriage packing insurance, VAT and, in the case of sales where the goods are to be delivered by the Seller to the Buyers in a country outside the United Kingdom, of any similar indirect tax.
- (3) The Seller shall be entitled to adjust price at the date of invoice by such amount as may be necessary to cover any increase sustained by the Seller after the date of quotation or contract in any direct or indirect cost of making, obtaining, handling or supplying the goods or, (with regard to imported goods or services) due to exchange fluctuations.
- (4) Quotations are based on prices applicable to the quantities specified in the event of orders being placed for greater or lesser quantities the Seller shall be entitled to adjust the price of the goods as ordered to take account of any additional cost to the Seller sustained through the variation in the quantity.

## 5. DELIVERY

- (1) If the Buyer fails to accept delivery of any goods when tendered or in the event of any shipment or delivery being delayed at the Buyer's request or in the event of the Buyer failing to make any payment for any goods when it is due the Buyer shall be liable to the Seller for any additional or excess handling, storage or other charges whatsoever incurred by the Seller in relation to the goods or any other goods delivery of which the Seller is then entitled to withhold.
- (2) Unless otherwise expressly agreed any delivery date given by the Seller is an estimate only made under current conditions, shall not be or become a term of the contract or any contract thereto, is given without any legal commitment and the Seller shall not be liable for any warranty or representation which may have been made in the course of negotiation in relation to a delivery date and no times quoted, specified or agreed for delivery or for the performance of any other obligations of the Seller shall be of the essence of the contract.
- (3) Unless otherwise expressly agreed in writing, delivery shall take place at the premises of the Seller or at such other site as may be nominated by the Buyer.
- (4) When it is agreed that the Seller will make transport arrangements it will do so as the Buyer's agent and the Buyer's risk. The Seller will invoice the Buyer for all charges incurred.
- (5) If the Buyer wishes to make any claim for non-delivery, damage, shortage or breakage then he must:
  - (i) immediately notify the Seller in writing if the goods have not been received within 3 days of the Seller's advice note.
  - (ii) notify the Seller and the carrier within 3 days of receipt of the goods if there is any damage shortage or breakage.
  - (iii) endorse carriers way bill "Unexamined"

## 6. PAYMENT - NON ACCOUNT BUYERS

- (1) Goods will be invoiced when they are ready for collection or despatch and must be paid for immediately  
- ACCOUNT BUYERS
- (2) Unless otherwise expressly agreed in writing invoices and accounts are due 30 days after the invoice date and terms of payment are 30 percent deposit with order and .....percent on delivery. Where a deposit has been paid on an item to be collected by the Buyer if the item is not collected within 7 days of order the deposit money shall be forfeit by the Seller and will not be refunded thereafter.
- (3) If the Buyer shall fail to pay any amount when it's due or if the Buyer shall fail to refuse to accept delivery of any goods or give delivery instructions in relation thereto when they are ready for collection or despatch or in the event of the death, incapacity, bankruptcy or insolvency of the Buyer or if the Buyer is a limited company in the event of liquidation or the appointment of a Receiver or the calling of a meeting for the purpose of considering a winding up resolution, then the purchase price of all services and all goods invoiced or despatched by the Seller shall become forthwith due and payable by the Buyer and the Seller shall be entitled to treat as cancelled any contract made between the Seller and the Buyer or at the Seller's option to suspend or to continue the delivery of goods or services thereunder without prejudice to any other rights of the Seller.
- (4) Interest shall accrue on all sums due and outstanding at the rate of 3% above the current Barclays Bank plc base rate from time to time from the due date of payment and shall continue to accrue notwithstanding the commencement of any legal process or the obtaining of any judgement.
- (5) The Buyer shall not be entitled by reason of any dispute relating to the goods under this or any other contract to withhold payment of any amount which is due to the Seller hereunder or to set off any such amount or payment or any counterclaim whether liquidated or unliquidated for any sum or sums for which the Seller does not admit liability.
- (6) The Seller reserves the right to refuse to execute any order or contract if the arrangements for payment or the credit of the Buyer appear to be or become unsatisfactory.
- (7) The Buyer shall on demand reimburse to the Seller all fees and disbursements incurred by the Seller's Solicitors or other agents with regard to the recovery of any sums due and outstanding.

## 7. TRANSFER OF RISK

The risk in the goods shall pass to the Buyer on delivery.

## 8. RETENTION OF TITLE

- (1) The property in the goods supplied shall not pass to the Buyer but shall remain vested in the Seller until full payment has been made in respect of those goods and until such time the Buyer's possession shall be as bailee for the Seller.
- (2) If the Buyer shall make default in the punctual payment of any sum due to the Seller (whether under the contract under which the goods were supplied or otherwise) if of any petition is presented or any resolution be passed for the winding up of the Buyer or if any receiver of any assets of the Buyer is appointed, or if the Buyer shall commit any act of bankruptcy, then the Seller shall forthwith be entitled to repossess any goods with the consent of the Seller and shall do all things necessary and within his power to restore such goods to the possession of the Seller, and the Seller shall be entitled for the purpose of retaking possession of such goods to enter upon any premises of the Buyer and to unfix or detach such goods from any other goods or objects to which they may be attached.
- (3) Until the price of the goods has been paid in full the Buyer shall if so required by the Seller store, mark or designate the same so as clearly to indicate that they are the property of the Seller.
- (4) The Buyer shall not deal with the goods in any way other than in the normal course of the Buyer's business. The Buyer shall be entitled in the normal course of the Buyer's business to alter or process the goods supplied in which case the property in such goods as have been altered or processed shall pass to the Buyer upon the commencement of such alteration or processing and the provisions of this Clause shall cease to apply thereto but save as aforesaid until such time as payment in full has been made of all sums payable in respect of goods the Buyer shall not be entitled to sell or otherwise deal in or transfer the property in the goods (whether or not they have been sold together with other products to which they have become attached to a third party.
  - (i) The Buyer shall if the Seller so require, assign to the Seller any right of action against the third party in respect of money due for such goods.
  - (ii) If the Buyer receives money for such goods the Buyer shall hold such monies in a separate account to identify the same as being the property of the Seller.
  - (iii) The Seller shall account for any monies received by the Seller pursuant to the provisions hereof, to the extent that such monies exceed the sum due from the Buyer to the Seller in respect of such goods.
  - (iv) Where the goods have been sold together with any products to which they have become attached the price payable by the third shall be deemed to include a price in respect of the goods equal to the price payable by the Buyer to the Seller therefore.
- (5) The Buyer shall not pledge or allow any item or charge to arise over the goods or any documents or title thereto.
- (6) For the purpose of this Clause no sum will be treated as having been paid until all cheques, bills and other instruments of payment have been honoured in accordance with their terms.
- (7) Nothing in this Clause shall confer on the Buyer any right to return goods supplied by the Seller or to refuse or delay payment for them.

## 9. FORCE MAJEURE

- (1) If the Seller's prevented hindered or delayed in making delivery of any goods by reason of Act of God war hostilities civil disturbances governmental restriction or regulation of any kind, strikes or industrial disputes, force majeure or any other causes of whatsoever nature beyond the seller's control the Seller may give notice in writing to the Buyer either.
  - (i) cancelling the Seller's outstanding obligations to deliver goods under the content and in which case the Seller shall be deemed not to be in breach of contract and in no event shall the Seller be liable for any loss or damage whatsoever arising out of such cancellation or
  - (ii) extending the time of delivery of the goods outstanding under the contract by such a period as is reasonable reasonable having regard to all the circumstances of the case and as may be agreed in writing between the parties and the Seller shall be deemed not to be in breach of contract provided however that if at the end of such extended delivery it is still not possible to make delivery then again the Seller may give notice in writing to the Buyer cancelling the Seller's outstanding obligation to deliver goods under the contract (and the Seller shall be deemed not to be in breach of contract) and in which case in no event shall the Seller be liable for any loss or damage whatsoever arising out of such cancellation.
- (2) If the Seller shall give a notice under sub-clause (2)(a) hereof the time for delivery shall be extended accordingly and the Seller shall be deemed not to be in breach of contract provided that the Buyer may within 3 days of the receipt of such notice serve on the Seller a counter notice electing to treat and future performance of the contract as cancelled in which event the obligations to make or to accept and pay for any further deliveries of goods shall be treated as avoided by mutual consent and neither party shall be liable in damages or otherwise in respect thereof.
- (3) If the Seller is prevented hindered or delayed from making delivery of any goods by reason of delay on the part of the Buyer in providing information to the Seller in order to enable the Seller to complete its obligations then in no event shall the Seller be liable for any loss or damage whatsoever arising out of such prevention, hindrance or delay.
- (4) Subject to the provisions of sub clause (5) of Clause 5 if the Seller shall fail to make due delivery or shall make late or short delivery of the goods or any part thereof for any cause not set out in sub-clause (4) hereof the liability of the Seller to the Buyer for damages in respect of any loss or expense of whatsoever nature thereby occasioned shall be limited to and shall not exceed a sum which equals the price of that part of the goods in respect of which default is made.
- (5) The foregoing provisions of this Clause are without prejudice to the rights of the Seller to recover the price of any goods that have already been invoiced to the Buyer or the risk in which has passed the Buyer.

## 10. EXCLUSION OF LIABILITY

- (1) Most goods are vehicles and parts of vehicles sold which are auto salvage, second hand and are sold as such. Whilst the Seller wishes to give good value to its customers the Seller cannot guarantee the goods to be perfect and this is reflected in the Seller's prices when they are compared to new goods.
- (2) The Seller will always try to supply the exact part that the Buyer requires. Due to the variation in make, model, design and years of manufacture the Seller cannot give any guarantee that any goods are suitable for the purpose they are required. Whilst it will help if the Buyer brings a sample part for comparison, nevertheless all sales are made on the strict understanding that the Buyer is responsible for ensuring that the goods bought are suitable for the purpose required in the event that goods purchased are not suitable for the purpose required or the particular vehicle the Seller will attempt to exchange the goods with the correct ones if required within 72 hours of purchase.
- (3) The Seller accepts no responsibility for damages to the goods or impaired performance caused by faulty or inefficient installation or subsequent damage caused by lack of maintenance or due to the goods being dealt with in such a way as to result in their being in any worse condition than which delivered.
- (4) Bearing in mind that all parts are auto salvage and the price is subsequently less than new the Seller does not hold itself responsible any vehicle is unsuitable whilst goods are being brought back for exchange.
- (5) Except insofar as the same has been expressly incorporated into the contract in writing the Buyer is deemed to have satisfied himself as to the suitability of the goods for the purpose which the Buyer requires them and no warranty, term or condition as to the quality, condition or suitability for any purpose of any goods shall form part of this contract or have any force or effect as collateral thereto and any other terms or warranties that might otherwise arise by statute or by implication of law are hereby expressly excluded.
- (6) Insofar as the Seller may have the benefit of any guarantee or warranty given by any manufacturer of the goods or other third party the Seller will at the request of the Buyer use all reasonable efforts to ensure that insofar as may be practicable the benefit of such guarantee or warranty ensures to the Buyer and will at the Buyer's request execute an assignment of the benefit thereof to the Buyer.
- (7) Where any goods are delivered that do not comply with the contract the Buyer shall prior to making any claim for damages or compensation on the Seller afford the Seller a reasonable time and opportunity to act in accordance with sub-clause (2) hereof and the Seller shall in any event not be liable to the Buyer for any loss or waste of storage, warehousing shipping processing, manufacturing or other space or facility or labour time or effort extended of any like nature or any other indirect loss.
- (8) Without prejudice to the operation of any other conditions herein contained where any goods are delivered that do not comply with the contract any liability of the Seller to the Buyer for any loss or expense of whatsoever nature thereby occasioned shall be limited to and shall not exceed a sum equal to the contract price of that part of the goods in respect of which the default has been made.
- (9) If so required by the Seller the Buyer will return the goods to the Seller carriage paid.
- (10) Without prejudice to sub-clause (2) of this Clause the Seller's liability shall be absolutely discharged ..... days (calculated on the basis of an 8 hour working day) after delivery except in respect of any claim due notification of which is received by the Seller prior to the expiry of such period and in accordance with the provisions of this Clause.

## 11. GUARANTEE

- (1) All goods sold by the Seller will carry a 101 (one hundred and one) day guarantee from the date of purchase. All goods are guaranteed to be in satisfactory working order at the time of purchase in the event of a fault arising within the guarantee period the Seller reserves the right to either repair or exchange the goods. If replacement goods cannot be found within a reasonable time, then the full purchase price will be refunded but only on production of the original sales invoice and if the goods are in a similar state of dress as when the goods were supplied, with the Seller's security marks still visible thereon. The Seller will not hold itself liable to reimburse the Buyer for any installation charges no matter how they are incurred.
- (2) Some goods sold by the Seller may carry an extended guarantee (new and reconditioned parts very low mileage engines and transmissions and exchange starter motors and alternators). The Buyer will be informed at the time of purchase if the goods have an extended guarantee.
- (3) The Seller requires any goods supplied by it which have been substandard, to be stripped thoroughly and washed before installation. Further in all goods supplied, all filters, oils and fluids must be replaced at the time of installation and in the case of engines and transmissions again at 500 (five hundred) miles of use. Failure to do this will invalidate the guarantee in paragraph 11(1).

## 12. EXCHANGE UNITS

- (1) Goods submitted to the Seller for exchange must be of a similar specification to the goods supplied by the Seller, with the same level of dress. All goods submitted for exchange must be drained of all oils and fluids. A £10.00 (ten pound) clean up charge will be made for cleaning any oil or fluid spillages from undrained goods.
- (2) Surcharges on exchange goods.  
Where the goods offered for exchange are not available at the time of purchase of a unit from the Seller a refundable surcharge will be charged any goods to which this surcharge is applicable must be returned to the Seller in a similar manner of dress within 60 (sixty) days from the date of purchase failing which the surcharge monies will be forfeited.

## 13. GENERAL LIMITATION OR LIABILITY

Without prejudice to the effect or operation of any other Clause the aggregate liability of the Seller to the Buyer for any loss or damage of whatsoever nature arising out of any breaches in this contract shall be limited to and shall not exceed a sum equal to twice the contract price of the goods.

## 14. CANCELLATION OF ORDERS

Once an order has been accepted it cannot be cancelled save in the sole discretion of the Seller (which will in any event be paid the cost of carriage and a handling charge of 20 percent of the contract price) and subject to the Seller being indemnified against all charges or expenses incurred in relation to the order and any losses including loss of profit which may be occasioned by such cancellation.

## 15. INFORMATION PROVIDED BY SELLER

Any drawing or details of quantities or other information supplied by the Seller to the Buyer shall be treated as approximate only and subject to verification by the Buyer and in the event of any alteration, modification or amendment after the quotation the Seller reserves the right to alter modify or amend its quotation accordingly.

## 16. INVALID TERMS

- (1) Insofar as it may appear to any court arbitrator or tribunal that any term of these conditions which seeks to impose any restriction or limitation of liability on the part of the Seller to any specified sum of percentage of the price of the goods and to which the Unfair Contract Terms Act 1977 applies does not satisfy the requirement of reasonableness, such restriction shall not be disregarded or treated as null and void or as having no application but shall be construed as if there were substituted therein such greater minimum specified sum or percentage of the price of the goods as would in the opinion of the court arbitrator or tribunal be reasonable and shall be given effect accordingly.
- (2) Subject to sub-clause (1) if it appears to any court arbitrator or tribunal that any term of these conditions is invalid or unenforceable as a result of the application of any rule of law or construction, such terms shall be deemed to have been deleted from the document which shall be construed accordingly.

## 17. INVALID TERMS

All disputes, differences or questions arising at any time between the parties as to the construction of the contract or in connection therewith shall be referred to the arbitration or a single arbitrator who shall be agreed between the parties or failing such agreement shall be appointed at the request of either party by the President for the time being of the Law Society. The arbitration shall be in accordance with the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force.

## 18. LAW

These conditions and any contract of which they form a part shall be governed by and construed in accordance with English Law.