

CONDITIONS OF SALE

A. PARTS

1. Claims for shortage or discrepancy will not be accepted unless made within 48 hours of receipt of package.
2. Claims for loss or damage in transit will not be accepted unless notified to us and our carriers within 48 hours of receipt of package and confirmed in writing within 7 days thereafter, and unless packing materials and damaged goods are retained for examination.
3. Returns for credit will not be accepted unless our previous consent has been obtained and either (a) a claim under manufacturer's warranty is involved, or (b) parts proved incorrect and not to order, or (c) we expressly agree to accept the returns for credit subject to a handling charge.
4. Used units for credit must be returned within 14 days quoting the invoice number.
5. Returnable packing cases and pallets will be credited if returned in good condition carriage paid within 30 days of receipt and quoting our Invoice Number.
6. (a) Unless other terms of payment have been mutually agreed in advance, all parts must be paid for on collection or delivery in cash or by cheque guaranteed by bank card. Where a credit account has been opened, future supply of parts will be dependant upon settlement of the account strictly in accordance with the credit terms granted.
(b) The risk in goods shall pass to the purchaser on delivery. Ownership of the goods shall not pass to the purchaser until the purchase price has been paid to the seller and any cheque or other negotiable security has been honoured.
7. Quoted prices for ordered parts are liable to change, without notification if altered by the manufacturer or supplier.
8. We agree to give you the benefit of any manufacturer's warranty in respect of the parts, so far as we can.

B. SERVICE AND REPAIR - CONDITIONS UPON WHICH VEHICLES ARE ACCEPTED BY THE COMPANY

1. In accepting the customer's vehicle for repair and/or service as described overleaf we have agreed to carry out the work described and to incorporate all necessary parts and materials incidental thereto on the terms set out below and by delivering the vehicle to us, the customer has agreed to pay our charges.
2. While carrying out the work requested by the customer, we may discover that in the interest of safety and satisfactory completion of work requested, additional repair work appears necessary. In such cases, we will promptly contact the customer to obtain approval for carrying out the additional work and thus save the customer possible extra costs by reason of possible subsequent further dismantling and re-assembly at a later date. All work done and parts/materials supplied will be charged on completion.
3. Unless credit facilities have been arranged previously (and the terms of credit observed) release of the customer's vehicle after completion of repairs will be subject to our changes having been paid in full by cash or by cheque guaranteed by a bank card.
4. We agree to give the customer the benefit of any manufacturer's warranty as far as we can. We will progress claims on behalf of the customer with the manufacturer concerned, but in the event of claims being rejected in whole or part, the customer undertakes to pay us that part of the claim the manufacturer fails to meet. Where claims are submitted to the manufacturer for work to be treated as being of a warranty nature, although strictly outside the warranty period, payment in full for the work carried out will be required on or before collecting the vehicle on the understanding that should the manufacturer subsequently accept the claim in full or part, we will as appropriate, either re-imburse or credit the customer's account with the amount credited to us by the manufacturer for any purpose whatever.
5. We will endeavour to meet reasonable requirements concerning the date and time of completion of the work. However we do not accept responsibility for any delay in completion caused by circumstances beyond our immediate control.
6. Any vehicle which is not collected by the customer in respect of which payment for repairs carried out has not been made within three calendar months of the customer having been advised of the completion of the work in accordance with the preceding clause, may be sold by us and the cost of the repairs and any storage charges may be deducted by us from the net proceeds of the sale of the vehicle. However before proceeding to sell the vehicle, we shall first give the customer seven days notice of our intention so to do, which notice shall be sent by prepaid first class post to the address of the customer last known to us and shall be deemed to have been received by the customer on the day following the date of posting or if it shall be a Sunday or public holiday then the first working day thereafter. Any sale of the vehicle under this clause shall be by Public Auction and we shall after discharging the costs of the sale, the repairs and the storage charges, at our absolute discretion either retain the balance for the benefit of the customer or forward the same to the customer at the customer's last known address.
7. In the event of a defect arising following completion of the work described overleaf and which, in the customer's opinion is due to our workmanship, we will carry out the necessary corrective work free of charge subject to:
 - (a) The customer returning the vehicle to us promptly for examination and our agreement that the defect was the result of our workmanship;
 - (b) No alteration or repair has been effected except by ourselves; and
 - (c) The defect occurring within three months or three thousand miles (whichever first occurs) from the date of completion of the work described overleaf.If the vehicle cannot be returned to us promptly, we should be contacted to determine the best course of action. If we are not contacted, we reserve the right to reject any subsequent claim made in respect of a defect which is alleged was due wholly or partly to our workmanship.
8. We reserve the right to charge for storage of vehicles which remain uncollected for more than fourteen days after notification has been given that the vehicle is ready for collection.
9. We will not be responsible for loss or damage of or to customer's vehicles or anything in or on them unless it is proved that such loss or damage resulted from the negligence of ourselves, our servants or our agents.

C. GENERAL

1. Except as set out expressly in these conditions:
 - (a) We do not accept or agree to any other conditions, warranties or other terms, whether express or implied, and whether as to conformity with description or sample, quality or fitness for purpose or otherwise.
 - (b) We do not accept liability for the negligence of ourselves, our servants or agents (except death or personal injury).
2. Under no circumstances whatsoever shall we be under any liability for loss or profit, business or production or any similar loss or damage, whether direct or consequential, howsoever caused.
3. Clauses 1, 2, 3(a) and (b) of part A and clauses 1(a) and (b) and 2 of part C of these conditions shall not apply to a consumer sale. A consumer sale is one where a person acquires goods either for cash or on credit or on finance other than in the course of a business but does not include a person who holds himself out as acquiring them in course of a business.

The risk in the goods shall pass from the seller to the buyer upon delivery of such goods to the buyer. However, notwithstanding delivery and the passing of risk in the goods, title and property in the goods, including full legal and beneficial ownership shall not pass to the buyer until the seller has received in cash or cleared funds payment in full for all goods delivered to the buyer under this and all other contracts between the seller and the buyer. Payment of the full price of the goods shall include the amount of any interest or other sum payable under the terms of this and all other contracts between the seller and the buyer under which the goods were delivered.

All invoices are due for payment at the end of the month following date of invoice unless otherwise stated. Any invoice outstanding beyond this period will be referred to a Recovery Agent and may be subject to a surcharge of 15% plus VAT to cover the collection cost incurred, at the company's discretion. This surcharge together with all other charges and legal fees incurred will be the responsibility of the customer and will be legally enforceable.

DATA PROTECTION ACT

The information which you give us about yourself, the details of this Agreement and the history of business conducted between us, will be retained by us in our records. This will help us to make future credit and other commercial decisions about you. It will also enable us to tell you about any products and services which we think may be of interest to you. You may elect not to receive such information.