

TERMS AND CONDITIONS OF SALE

1. GENERAL

All contracts for goods sold or supplied or for work done or procured to be done by the Company are subject to the following conditions. Unless accepted in writing by a director or the secretary of the Company, any variation or addition to these conditions shall not apply.

2. EXCLUSION OF CONDITIONS AND WARRANTIES

Subject to the obligations of the Company in relation to defective goods set out in paragraph 4 below, the Company does not in any way guarantee, warrant or accept responsibility for any goods supplied whether or not of its own manufacture or for any work done or procured to be done by the Company on behalf of the customer. It makes no representation that goods not of its own manufacture or their performance are advertised or represented by the manufacturers or their performance are as advertised or represented by the manufacturers. The customer shall, in determining the fitness for the purpose of goods or to be supplied to it by the Company, rely entirely on its own skill and judgement and not on that of the Company. In relation to any goods manufactured by the Company and any goods supplied by the Company all conditions and warranties express or implied (whether by statute or otherwise) are hereby excluded, in particular, there shall be no condition or warranty that such goods are of merchantable quality or are reasonably fit for the purpose for which they are required or for any other purpose.

Warranty claims – Warranty claims submitted by the Company on behalf of the customer qualify for warranty settlement wholly at the discretion of the vehicle manufactures, and the vehicle manufacturers retain the rights to reject any warranty claims submitted by the Company on behalf of the customer if the vehicle manufacturer obtains evidence to compromise the obligations of the vehicle manufacturers warranty terms and conditions.

All vehicle parts replaced in the course of work, except those that have to be returned under warranty or service exchange arrangements, will be retained by the Company for the customer until the vehicle is collected. If the Customer does not specifically ask to take possession of such replaced parts when collecting the vehicle, such parts will (unless agreed otherwise with the customer) become the property of the Company to dispose of as it deems fit.

The Company undertakes that it will use its reasonable endeavours to obtain for the customer the benefit of any warranty or guarantee given by the vehicle manufacturer or importer in respect of the goods used in relation to the works. The Company warrants its work shall be free of defects in workmanship for a period of 3 months or 3,000 miles, whichever occurs sooner, from the date of completion of the work. The warranty is in addition to any other remedies the customer may have under these terms and conditions but where applicable, does not extend to cover defects arising from (i) use of the vehicle otherwise than for private or commercial use of the customer or other users with his permission; (ii) failure to have the vehicle serviced in accordance with the manufacturer's recommendation; (iii) damage in a subsequent accident, howsoever caused.

If the work done includes painting, then if the metal to be painted is corroded, all reasonable precautions will be taken to prevent further corrosion penetrating the paint after completion of the work done but no warranty can be given in this respect or to the effect that the new paintwork will match existing paintwork exactly.

3. EXCLUSION OF LIABILITY

The Company shall not be liable in respect of any claim, whether arising in contract or tort, for any injury, loss or damage caused to any person or property by or arising out of the use of any goods supplied by the Company or out of the doing or mode of doing of any work done or procured to be done save that (except as stated in Paragraph 16) this exclusion shall not apply to any claim in respect of death or personal injury resulting from negligence of the Company. The Company shall also not be liable for any consequential loss whether or not the Company, its servants, agents or sub-contractors shall have been negligent in relation to such goods or such work save only (except as stated in Paragraph 17 – Force Majeure) in any case of wilful default on its own or on their part.

The Company shall not be liable for the loss or damage to any vehicle or to any items of any value left in the customers vehicle whilst on the Company's premises, and including items left in the customers vehicle in the doing, or mode of doing of any work on the customers vehicle.

4. DEFECTIVE GOODS

In the event of a customer giving notice to the Company of a default of goods supplied by the Company within 21 days of the delivery of such goods, the Company undertakes to investigate the complaint, and if satisfied that the complaint is justified (as to which the Company's decision shall be final) and that the defect is in goods manufactured or work done by the Company it will either rectify or replace the goods at its own expense and if rectification or replacement is not practicable the Company will refund any payment made for the defective goods or issue a credit note for the invoiced price thereof. Any goods which the customer claims to be defective must be returned to the Company at the risk and expense of the customer. The Company shall not have any obligation under this paragraph in relation to (a) any goods not used with reasonable care, or (b) goods not manufactured by the Company or work procured by the Company to be done on behalf of the customer by sub-contractors save only that the Company will refer any complaint relating to such goods or such work to the manufacturer or sub-contractor as the case may be and notify the customer accordingly.

5. SUB-CONTRACTORS

The Company shall be entitled in its absolute discretion and without notice to the customer to sub-contract any work to or obtain any goods from any other person ("the sub-contractor") and save as herein otherwise provided the Company shall not be liable for any loss arising in relation to such work or such goods.

6. PRICES AND QUOTATIONS

All price lists and quotations are based on costs existing at the time they were issued and are subject to alteration without prior notice. All orders are accepted on the understanding that goods will be invoiced at the prices ruling on the date of despatch, plus the amount of VAT chargeable by the Company.

Estimates - An estimate is a considered approximation of the likely cost involved. All estimates are valid for 30 days from the despatch of the estimate by the Company to the customer. If the customer deposits a vehicle with the Company for the purpose of an estimate, a storage charge based on the Company's current storage rates will be made to the customer applicable from the fifteenth day after dispatch of the estimate by the Company unless the estimate is accepted by the customer within 5 days of such dispatch or the vehicle is removed by the customer from the premises within that period.

If, in the opinion of the Company, it is impracticable for any reason to carry out any of the work, it shall be entitled not to carry out such work, even if an estimate has been given and to carry out only work which it deems practicable.

In connection with the supply of goods, or carrying out of work, or any inspection or testing, or the preparation of any estimate in connection therewith, the Company shall be entitled to drive the vehicle on the road or elsewhere as it shall deem necessary.

7. REPEAT ORDERS

Customers contracting to purchase further goods from the Company (whether or not of the same description as goods previously purchased) shall be deemed to do so with express notice of these conditions of sale and these conditions shall be deemed to be incorporated into all such contracts unless such customers shall have received express notice that these conditions have been superseded by revised conditions of sale published by the company.

8. CANCELLATION

Orders placed cannot be cancelled without the Company's consent. If goods are returned with such consent the customer shall pay 15% of the price of such goods as a handling charge and such goods shall be at the customer's risk until they are delivered to the Company's premises. Goods returned without such consent shall not be accepted for credit and will remain on the Company's premises at the customer's risk.

9. DESCRIPTIVE MATTER

All descriptions, drawings and particulars of weights, dimensions and performance issued by the Company are approximate only.

10. TIME LIMITS

Any time or date for delivery named by the Company is an estimate only and whilst the Company will make every endeavour to meet such delivery time or date, the Company shall not in any event be liable for the consequences of any delay no matter how arising.

11. RISK

Goods supplied hereunder shall be at the customer's risk from the time of delivery to the customer and delivery to a carrier (whether or not engaged by the Company) shall be deemed to be delivery to the customer. Any goods returned to the Company with its consent under Paragraph 8 hereof shall remain at the customer's risk until delivered to the Company's premises. Any goods returned to the Company in accordance with Paragraph 4 hereof shall remain at the customer's risk notwithstanding their delivery to the Company's premises.

12. RESERVATION OF OWNERSHIP

Equitable and beneficial ownership in the goods shall remain with the Company until all sums owing from the customer to the Company on any account whatsoever have been received by the Company and in the event that any of the goods supplied hereunder are resold by the customer before all sums owing have been paid as aforesaid, the Company shall be entitled to the proceeds of such resale or to the claim of the customer for such proceeds.

13. PAYMENT

Payment shall be due immediately upon receipt of invoice and shall be made not later than 30 days from date of invoice, unless prior agreement has been made for extended period. Accounts that do not adhere to our 30-day terms will, automatically, be placed on stop until full settlement is received. Payments can be made by cheque, BACS, cash or all major credit cards.

14. VEHICLE STORAGE CHARGES

Any vehicle left on site and not collected after completion, and is required to be placed into our secure compound, will be liable for a charge of £45 per day plus VAT (HGV - £70 plus VAT) unless prior written agreement with Senior Management. We cannot accept any responsibility for vehicles left in storage. Whilst this is a secure compound, liability for any damage to the vehicle rests with the vehicle owner.

15. OVERDUE ACCOUNTS

The Company shall be entitled to charge interest on overdue accounts, the interest to run from the date when the account becomes overdue i.e., 30 days after date of invoice. The rate of interest shall be 2.5% above the basic bank rate. The Company can exercise this right in addition to any other rights it may have in respect of the goods or non-payment.

16. PACKAGING AND CARRIAGE

Prices quoted do not include packaging costs and are net ex-works. Unless stated on quotation extra charges shall be made for packaging and for supplying goods on any terms other than ex-works.

17. FORCE MAJEURE

Notwithstanding any agreement to the contrary between the Company and the customer whether in relation to date of delivery or otherwise the Company shall not be liable for any loss or damage suffered by the customer where such loss or damage arises in circumstances outside the reasonable control of the Company including (but not limited to) war, fire flood, act of God, unavailability of raw material from normal sources, government restrictions and controls, strikes and lockouts.

18. LEGAL CONSTRUCTION

These conditions of sale shall be governed by Scottish Law and any dispute or differences in connection with these conditions shall be submitted to the jurisdiction of the Scottish Courts.

July 2022