



1. TERMS AND CONDITIONS

These conditions of sales as set out below shall govern the terms of supply for the order of any amendment thereto and shall take precedence over the Buyers terms of supply notwithstanding any provisions to the contrary contained in the Buyers terms and conditions of supply. The Sellers terms and conditions shall be deemed to have been agreed once work has commenced on the order.

2. QUOTATION AND ORDER ACCEPTANCES

Any quotation by the Seller is not an offer and may be withdrawn or amended without notice. Any order given by the Buyer whether by reference to a quotation or otherwise, shall not binding on the Seller until accepted by the Seller in writing.

3. PRICE

The Seller reserves the right to vary the price of goods by notice to the Buyer given at any time before delivery if there is any increase in the price or cost of the goods to the Company by reason of any foreign exchange fluctuations, currency regulations, alterations in duties or imports, variations in the cost of raw materials or labour or utilities or transport or by reason of any cause (whether or not the same nature as the foregoing) beyond the control of the Seller.

4. PAYMENT

Payment shall be made net cash by the 30th day following the day of issue of the invoice unless otherwise agreed in writing by the Seller. The seller does not accept third party or customers bank charges incurred in processing payment. The buyer is responsible for his own charges incurred to remit payment. The customer will pay each invoice which is properly due and submitted to it by the supplier within 30 days of receipt. We will rely on the Late Payment of Commercial Debts (INTEREST) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002 and Amendments 2013.

5. SUB-CONTRACTING OF WORK

The Seller reserves the right to sub-contract the whole or part of any work at their absolute discretion.

6. SUITABILITY OF GOODS AND MATERIALS

- (a) The Seller warrants that the goods supplied shall remain free from defects from faulty materials or bad workmanship until 12 months after the delivery of the goods save that the warranty shall be for a period of 6 months (unless otherwise advised) in the case of goods belonging to the buyer which are modified or repaired by the Seller and not wholly manufactured by the Seller.
- (b) The Seller warrants the suitability and application of the goods and materials used when the goods are manufactured, modified or repaired following accurate completion by the buyers of the Sellers Propshaft Questionnaire and following the Sellers subsequent written recommendation but in all other cases no such warranty is given or implied by the Seller.
- (c) The Seller confirms that any product supplied by the Seller that may be used in a Motorsport or 4x4 off-road application may be subject to a restricted warranty.

7. USE OF MATERIALS

Where instructions are given by the buyer for the use of materials in the manufacture, modification or repair of any goods then when such materials are not readily available to Seller, the Seller shall notify the Buyer and if the Buyer agrees the Seller will use the nearest available materials to that specified by the Buyer and no liability shall arise by reason of the failure of the goods as a result of the sustained materials, save and unless the Seller has provided a written recommendation fully accurately completed by the Buyer of the Sellers Propshaft Questionnaire.

8. LIABILITY

Save in the case of negligence or faulty workmanship by the Seller and subject to the warranty herein contained, the Seller shall not be liable for any consequential or economic loss suffered by reason of the failure of the goods and in all other respects the Sellers liability arising out of any matter shall be limited to the sum of £250 for each item of goods manufactured, modified or repaired.

9. PROPERTY AND RISK

- (a) No property in the goods shall pass to the Buyer until the Seller receives payment in full and cheques have been cleared by the Bank.
- (b) Notwithstanding paragraph (a) above the goods shall be at the risk of the Buyer from the date of delivery and the Buyer shall have the right to sell the goods or to mix with other goods or to incorporate them in new articles by a manufacturing process.
- (c) Where the Buyer resells the goods he does so for and on behalf of the Seller and the Buyer shall keep the proceeds of sale in a separate account and assign to the Seller all his rights against his Customer.
- (d) Where the Buyer mixes the goods with the other goods or incorporates them in new articles by a manufacturing process he shall have the right to sell the mixed goods or new articles but the mixed goods or new articles or their proceeds of sale shall stand charged in favour of the seller for payment of any sums due from the Buyer for the goods supplied to the Buyer by the Seller.

10. DELIVERY DATES

Delivery commitments are entered into in good faith but are approximate only. The Seller shall not be liable for failure to deliver on the specified dates, nor such failure be deemed to be a breach of the Contract, or any of its conditions, or part thereof.

11. FAILURE TO ACCEPT DELIVERY

If the Buyer fails to take delivery of the goods or any part thereof at the time agreed for delivery then the Seller shall be entitled to cancel or suspend such delivery and all other outstanding deliveries and to charge the Buyer with any loss suffered.

12. CANCELLATION

If the Buyer fails to make any payment when it becomes due or enters into any composition or arrangements with its Creditors or if being an incorporated company has a Receiver appointed or passes a resolution for winding up or a Court makes an Order to that effect, or if it has a Receiving Order made against it, or if there is any breach by the Buyer of any of the terms of conditions thereof, the Seller may, without prejudice to its rights and remedies and notwithstanding any previous waiver of this right defer or cancel future orders. On termination of any order or contract the customer will pay to the supplier fair and reasonable recompense for all goods, deliverables, work in progress or services delivered or properly performed in accordance with the contract up to the date of termination. The supplier shall have a duty to mitigate its costs and shall upon request provide proof for any costs incurred or recompense claimed. Any termination right does not apply in the case of bespoke or custom made goods which may also include any free issue material. In this case any order cancelled prior to completion will be charged in full.

13. PROPER LAW AND ARBITRATION

- (a) The construction validity and performances of this Contract shall be governed by English internal law.
- (b) Any dispute question or difference which may arise between the parties hereto touching the construction of the Contract or the rights, duties or liabilities of the parties hereunder shall be to the decision of a single arbitrator to be appointed in default of agreement by the President for the time being of the London Chamber of Commerce at the instance of the party first applying to him and such reference shall be deemed to be submission to arbitration within the meaning of the Arbitration Act 1950 or any statutory modification thereof.

14. RETURN OF GOODS

If the Buyer should decide to return goods supplied in good faith then the seller may apply without prejudice a handling charge of up to 50% only for goods returned within 45 days from invoice date.

CUSTOMER SIGNATURE/STAMP

DATE