

Terms and Conditions of Business for the supply of Mechanical & Body/Livery Services, Parts & Lubricants Mick Gould Commercials Limited (herein after called "the Company")

The terms and conditions listed below are common to all types of transactions. However for the purpose of ease they have been grouped into the business sale types which they are most relevant to.

GENERAL

- a) **Payment:** Unless holder or not other arrangements have been agreed, all repairs and parts must be paid for in full before collection or on delivery. If the payment is made by cheque which cannot be supported by a banker's card, the Company may withhold the goods or service provided until the cheque has cleared. In some cases and before the commencement of work the Company may require a deposit or part payment to be made irrespective of whether the customer is an account holder or not.
- b) **Property:** Ownership of all parts, materials, equipment and vehicles supplied by the Company remains the property of the Company until paid for and until all other moneys that are due to the Company on any account which the customer has or has had with the Company are satisfied in full. This includes stock supplied on sale or return which remains the Company property until paid or returned.
- c) **Repossession:** In the event of non-payment within the time allowed or breach of contract terms or the Company having reasonable grounds for believing the customer to be insolvent, the Company may demand return of all unpaid items at the customers' expense.
- d) **Trade in, exchange and Part Exchange:** The customer warrants the items to be the customers' absolute property and not subject to any lien charge or legal or financial encumbrance; to be delivered in the condition as previously seen and or described. In the event of misrepresentation the Company will demand the trade in price to be paid by the customer on demand and to accept the return of goods at the customers' expense.
- e) **Estimates:** An estimate provided by the Company is provisional, valid for 30 days and will be subject to variation in the price of parts or materials between the date of the estimate and the repair date. If further works or parts are required the Company will supply, on request, a revised or supplementary estimate. The Company will endeavour to seek the authority of the customer prior to making any substantial divergence from the estimate.
- f) **Notice:** The customer will have been deemed to be served notice of any action the Company may wish to follow, by the Company writing to the customer at their last known address.
- g) **Queries:** All queries regarding supplies must be made direct to the Company by the customer within 14 days of receiving the invoice by written notice either posted to or faxed to the Company's depot.
- h) **VAT and other taxes:** Will be charged at the rates applicable on the date of the transaction.
- i) **Variation:** Only a Director of the Company can vary, in writing, these conditions to a customer.

MECHANICAL, BODYWORK AND PARTS & MATERIALS FITTED BY THE COMPANY.

- a) **Time:** The Company endeavours to complete all works within the date and time requested, but cannot be held liable for any delay or resultant cost.
- b) **Withholding a vehicle:** The Company has the right to retain the vehicle under lien for its unpaid charges and to sell the vehicle by public auction if the customer fails to collect it within 90 days of being notified of the works being completed. All residual moneys from such a sale will be paid to the customer after the Company has deducted the cost of the original repairs and expenses incurred in connection with the sale and storage.
- c) **Surcharges:** On unit replacement where a surcharge is levied by the supplier which is later rejected by the manufacturer due to some failing of the customer, then the customer will become responsible for the payment of the surcharge.
- d) **Storage:** The Company reserves the right to charge storage or parking charges 14 days after notified completion.
- e) **Other repairs:** The Company reserves the right to subcontract the work to competent repairers without obtaining the prior approval of the customer.
- f) **Duty of care:** The Company will endeavour to take reasonable care of customers' vehicle whilst in the Company's custody. However the Company cannot be held responsible for the safe keeping of business goods or valuable personal effects. These items should be removed where reasonably practicable. In the event of business goods being left on the vehicle the customer must inform the Company immediately and advise, whether there are any special risks associated with those goods.
- g) **Displaced parts:** Normally displaced parts will (unless warranty or exchange items) become the property of the Company. The customer may request prior to the commencement of works for the displaced parts to be made available for inspection or return. After such a request the parts will be held for 30 days before disposal.
- h) **Retro fitment of parts:** Parts ordered for the customer by the Company, for the Company to fit will be invoiced to the customer irrespective of fitment after 30 days. The Company will take all reasonable steps in advising the customer of parts held specifically on their behalf.
- i) **Insurance work:** All customers instructing the Company to proceed with work which is subject to an insurance claim, accept the payment of such work will be subject to the normal payment terms of the Company. It is the customers responsibility to recover the money from their insurance company.
- j) **Supplied parts:** The Company is not responsible for the failure of/or performance to; and any loss, consequential or otherwise incurred to any part(s) (new or used) supplied by the customer to the Company to fit. The same applies where the customer specifically requests the fitment of a used part supplied by the Company on the customers behalf.
- k) **Leaving vehicles:** If by agreement or on the instructions of the customer the vehicle is left outside the Company's premises before or after normal business hours, any risk or loss or damage is at the responsibility of the customer.
- l) **Paintwork:** Where new paintwork is required and the metalwork is found to be rusted every possible reasonable precaution will be taken to prevent such rust penetrating after completion of painting, but no guarantee can be given in this respect. If partial paintwork is required every endeavour will be made to match the existing colour scheme, but no guarantee can be given of perfect colour match at this time or after.

PARTS SUPPLY.

- a) **Delivery:** The Company reserves the right to charge for delivery.
- b) **Description:** The Company will endeavour to provide an accurate description of all items supplied.
- c) **Surcharge Returns:** All exchange units must be returned to the Company in a clean condition and where applicable drained of any fluids. All old units bearing a surcharge must be returned within 14 days of receiving the new/exchange unit. All surcharge credits are subject to the manufacturers satisfaction of the condition of the returned units.
- d) **Returns:** All items the Company has agreed to receive back and credit, which were originally supplied against orders which have been correctly executed will carry a 20% handling charge.
- e) **Warranty returns:** Items to be returned to the Company for Warranty consideration must be within 14 days of receiving the replacement unit. The Company will not credit the customer until the manufacturer is satisfied that all terms and conditions of the warranty have been met by the Customer.
- f) **Liability:** The Company cannot be held liable for any damages caused whether directly, indirectly or consequential as a result of using or fitting any parts, batteries, filters, clutches, oils, fluids & antifreeze supplied to and fitted by the customer or the customers' agent.
- g) **Non delivery:** If the customer refuses delivery or is not available to accept delivery the Company is released from its obligation to supply the items at the Company's expense and reserve the right to make a charge to the customer for any subsequent delivery of the item. After 7 days the Company can sell the item to another customer.
- h) **Instructions:** The Company will endeavour to supply where applicable instructions and warning notices relating to the items ordered and delivered, however the Company cannot be held responsible for the accuracy of this information.
- i) **Risk:** All items shall be at the risk of the customer from the time of leaving the Company's depot and shall remain at the customers risk until paid or returned to the Company's depot.