



## Terms & Conditions

### 1.1 Quotation

This quotation is valid for a period of two months from the date submitted to you, which means that any order placed beyond that date may require a new quotation. Any quotation given by us shall not constitute an offer.

An order number placed by you shall constitute that you accept our services in accordance with these terms and conditions.

The quoted prices and costs are based on the work being carried out in our fully equipped, purpose built, workshop; any work carried out on site will be subject to our standard mileage charge to and from the relevant premises. Any overnight accommodation that may be required will be charged at cost.

Invoices are raised and payment is due and payable on completion of the vehicle, and before the vehicle can be removed from our site; unless you have a credit account with us in which case your normal payment terms apply.

### 1.2 Payment

Orders received from credit accounts will only be processed providing balances are not overdue for payment. Overdue accounts will immediately go on stop whilst our debt collection process is in place to collect outstanding balances.

If you fail to make any payment after the Contracted due date for payment, we shall have the right to charge interest on the overdue amount at the rate of [4] per cent per annum above the then current Santander Bank base rate accruing on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgement, and compounding quarterly.

You shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and you shall not be entitled to assert any credit, set-off or counterclaim against **AJR Autos Ltd** in order to justify withholding payment of any such amount in whole or in part.

### 1.3 Vehicles

Vehicle deliveries will not be accepted before the confirmed date by our office, any vehicles delivered before this date may not be accepted, or could be liable to a daily storage rate (available on request). Because of our 'just in time' policy any vehicles delivered after the agreed date may require re-scheduling and incur a daily storage fee rate.

N.B. – for on-site work we will contact you 48 hours before commencement of the work for your confirmation that the quoted number of vehicles are on site and ready for fitment, should we turn up and discover that the required number of vehicles are not available you will be invoiced for our out-of-pocket expenses, plus a cancellation charge.

We shall have the right to make any changes to the services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the services, and we shall notify you in any such event.

Once the vehicle is completed we are prepared to cover storage and insurance costs for up to five days, once this period has lapsed each vehicle is liable for our daily storage fee rate.

### **2.1 Making A Contract**

If we send you a quotation then that quotation does not bind us to sell you the goods, and does not bind you to buy the goods.

We may withdraw the quotation at any time without notice. All quotations lapse after 28 days. If you wish to buy goods you should send us an order.

### **2.2 Cancellation**

Contracts can be varied or cancelled only with our consent (which will be shown only by the issue of a revised acknowledgement of order).

If we agree to cancel or vary a contract after we have bought or manufactured goods for it, we may charge a cancellation fee to compensate us for the expenses of disposal.

If we are dependent on a supplier who fails to supply a necessary component of the goods, we will tell you and (if we are able to), offer you an alternative. If we cannot offer an alternative or if we do not get your written approval to it (within seven days) the contract will be void (but only for those goods).

### **2.3 Price**

If we suffer a major increase in costs, we may increase the price; if so, we shall tell you as soon as possible.

### **2.4 Payment**

Unless otherwise stated you must pay us as soon as we demand payment.

You may not withhold payment because of any dispute, or claim any set off.

We will dispatch goods once paid in full.

We do not take deposits online.

We do not take cheques or payment over the phone.

### **2.5 Delivery**

If goods are purchased over with weekend we will dispatch on next working day.

If you ask us to delay delivery, we will do so if we can, but may charge you for storage.

### **2.6 Risk**

The goods are at your risk from when you receive them.

### **2.7 Inspection and Shortage**

You must inspect the goods as soon as you receive them.

If you cannot examine the goods, the delivery note must be marked "not examined".

We are not liable for shortages or defects that should have been seen on a careful inspection and which you do not tell us about within 2 days of delivery (and confirm in writing).

We are not liable for any other defects unless we receive a written/emailed complaint within 7 days of delivery.

If we are told about defects and shortages within those time limits, we will supply replacements or adjust the price but otherwise you may not make any claim or reduce the price.

## **2.8 Warranties**

We have the right to sell the goods to you.

All goods supplied come with manufacturer's warranties. Please ask for a copy. Those warranties form part of these terms for those classes of goods only.

We are under no liability under the warranty (or any other warranty, condition or guarantee) until the total price for the goods have been paid.

Any warranty claim must initially be made to us. We will advise you of the correct warranty procedure for the goods in question. Subject as expressly provided in these terms, all warranties, conditions, representations or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

Your warranty starts from the day purchases and can vary depending on the product, please ask for a copy.

Your warranty may be invalid if you do not have the codes; PU, SU, PUK, SKU, Product Code, Batch Code.

If item is faulty you will have to pay to send it to us for testing, from there we will see if we can give you and exchange.

## **2.9 Use**

You must use, store, handle and install the goods safely and in accordance with our instructions. You may not modify or alter the goods or any markings on them in any way without first receiving our written permission.

You must ensure that the goods are appropriate for all purposes for which you want them; they are supplied only on the basis that you have done so and are not relying on any statement we may have made.

## **2.10 General**

You may not transfer your rights under any contract.

If we do not exercise all of our rights under any contract, that will not constitute a waiver of any of our rights unless confirmed in writing by us.

These terms and our acknowledgement of order constitute the entire agreement between us and replace and supersede any other agreements, understandings, representations or statements. Our rights under these terms are cumulative.