

CONDITIONS OF SALE

1. GENERAL

Any acceptance by us of an order is subject to the following conditions. If your official order form contains special printed conditions it is understood that such conditions are accepted only in so far as they are not variance with our terms and conditions.

2. PRICES

Whilst we make every endeavour to adhere to our published prices, we reserve the right to amend them to those ruling at the date of despatch.

3. QUANTITIES

We may deliver against any contract for unlisted items an excess deficiency of up to five per cent of the quantity ordered, subject to availability. The quantity actually delivered will be included in the invoice.

4. CARRIAGE

As separately advised by us.

If customer request more expensive method of delivery, the excess only will be charged.

Unless the customer instructs otherwise, goods will be sent by one of our standard methods of delivery.

5. TIME FOR DESPATCH

Delivery dates or periods are quoted in good faith but no liability is accepted for failure to delivery at or within the quoted time.

6. PAYMENT

Unless otherwise agreed, payment for goods despatched shall be net cash by the end of the month following despatch.

7. CLAIMS AND RETURNS

(a) Damage in Transit

If the goods are received in a damaged condition, the carrier's receipt should be endorsed accordingly and notification sent to us with a copy of the carrier's receipt within three days of receipt of the goods.

(b) Non-Receipt of Goods

Claims must be made within 20 days of the date of our postal advice of despatch

(c) Other Claims

All other claims must be made within 30 days of receipt of goods.

(d) Returns

Goods ordered in error (other than those specially made to customer's order) may be returned at the customers expense and risk subject to the following conditions.

- (i) Our written consent must first be obtained.
- (ii) The return must be affected within 30 days from the date of despatch to the customer and the goods must be in saleable condition.
- (iii) Customers wishing to return goods other than those ordered in error must negotiate with us and obtain our written consent.
- (iv) Returned goods will be credited at the purchase price to our customer less 20% to cover handling charges.

8. SAMPLES

We accept no responsibility for the custody of customer's samples, drawings or templates etc., which will not be returned unless requested by the customer within 21 days of the date of receipt of the order to which they relate.

9. DESCRIPTIVE MATTER

All descriptive matter, specifications, drawings, particulars of weights, dimensions and other information contained in our catalogues are believed to be accurate, but no responsibility can be accepted for errors.

Every care is taken to ensure that information relating to engine specifications and year and models is accurate and kept up-to-date.

It is not possible however, to announce alterations occasioned by modifications or changed specifications at the exact time when they occur. It must also be appreciated that it is not possible to list every requirement.

Vehicle Makers Part Numbers are given for customers' information, but the goods are offered as our genuine Proprietary Articles designed to fit on the standard vehicles.

It is important that users of our products should ensure that those they select are correct for the application for which they are required. It is desirable to check new part numbers against those previously used and where discrepancies occur our stockist should be consulted.

10. QUALITY

Adwest Engineering Ltd. will, at its own cost and option, repair or replace goods that in the companies sole judgement: -

Are not in accordance with the specification or under proper use and maintenance

In which, defects wholly attributable to the company's faulty materials or workmanship appear within the warranty period.

Subject to the following provisions: -

- (1) The claim for the warranty must be notified in writing within the warranty period and the product returned within one month of notification.
- (2) The buyer if requested by the company shall return the goods to the company's works, at the buyers cost, properly labelled, quoting the company order number and invoice reference, with sufficient detail in writing to enable the company to trace the alleged defect.
- (3) The warranty does not apply to any goods repaired or modified other than by the company, or where serial numbers or identification marks have been removed or defaced.
- (4) Charges for dismantling or assembly necessary for return of goods for claim shall be borne by the buyer.

Period of warranty: - 12 months from date of despatch.

The Quick Ratio Products unsuitability for use on the public highway is acknowledged and will be drawn to the attention of the businesses customers.

11. THE RIGHT TO CANCEL IN CASE OF DEFAULT ETC.

If you make default in any payment or commit any act of bankruptcy or, being a company, have a receiver appointed, or pass a resolution for winding up (otherwise than for the purposes of reconstruction or amalgamation) we may at our option cancel further deliveries.

12. EXCLUSIONS

All goods are supplied on the condition that we shall not be liable for any loss, direct or indirect, caused by anything beyond our reasonable control (including industrial dispute), nor for the personal injuries or any other consequential loss however caused.

13. EXHIBITION

The customer shall not, without first receiving our consent in writing, exhibit the goods at any public exhibition or trade display in the United Kingdom.

14. ARBITRATION

These conditions shall be construed and have effect in accordance with English Law and any disputes arising out of the contract between us shall be submitted to arbitration in London under the Rules of the London Court of Arbitration, and in accordance with the Arbitration Act 1950.

15. TITLE AND RISK

From the time of delivery the goods shall be at risk of the customer who shall be solely responsible for their custody and maintenance as if he were the owner but, unless otherwise agrees, the goods remain the property of the Company until the price has been paid in full and unconditionally or until prior resale by the customer who shall sell as principal only. While in the ownership of the Company the customer shall keep the goods separate and identifiable from all other goods in its possession. If the goods are converted into or incorporated with other products while in the ownership of the Company, then ownership in such other products shall rest in the Company as if simply and solely the goods until such payment or resale as aforesaid. In the event of any resale by the customer of goods or products, the beneficial entitlement of the Company shall attach to the proceeds or to any claim for the proceeds so that such proceeds or claim shall be held on trust for the Company. In the event of failure to pay the price in accordance with the contract, the Company shall have power being additional to any other power of sale arising by operation of law or implication or otherwise.