

## Terms of Business (Appendix 1)

### Contractual Liability

Parts Alliance Group Holdings Ltd ("the Company") supply goods and services only subject to these terms and any person (hereinafter called "the Buyer") supplied by Parts Alliance Group Holdings Ltd ("the Company") accept that these terms will govern all contractual relationships between them to the exclusion of any terms contained in any of the Buyer's documents even if the Buyer's terms purport to provide that the Buyer's own or some other terms prevail.

No employee or other person acting or purporting to act on behalf of the Company is authorised to agree or effect any alteration in these terms or make or give any representation or warranty in relation to the goods or services save only that a Partner, Principal or Director of the Company may in writing agree such alterations or make or give such representation or warranties.

### Product Information

Any application lists, catalogues or advice provided by us part of our sales service is supplied free of charge. In all instances it is the responsibility of the purchaser to assure himself that the parts supplied are suitable and correct for the application involved.

### Patents

We cannot be held responsible for any infringement of Patent or Copyright on the part of our suppliers nor by our customers in the event of parts being supplied to their design.

### Orders

All confirmed orders may be partially or wholly suspended without liability on our part due to contingencies beyond our control such as strikes, lockouts, shipping delays, fire, war etc. In such event the purchaser shall have no claim against us for any loss or damage, either direct or consequential which may result.

### Special Orders

Items outside our normal stock programme which are ordered at the purchasers request cannot be cancelled once confirmed.

### Prices

All prices are subject to alteration without prior notice and all quotations are tendered without engagement. Prices shall be as ruling at the date of dispatch.

### Quotations

Quotations do not constitute an offer and shall not bind the Company until an order has been placed and accepted.

### Packing and Carriage

Standard packing and delivery by our transport is free of charge. Special packing and delivery by other means will be charged to the customer at cost.

### Payment

Strictly cash on delivery unless prior arrangements have been made under our deferred payment agreement or otherwise duly authorised in writing by either a Director or Principle Partner of the Company. We reserve the right to charge interest on any overdue accounts at the rate of 1% over bank rate plus any legal or other costs involved in the collection of such outstanding accounts.

### Retention of Title

This clause (Reservation of Title) does not apply where the Buyer is an individual or relevant recipient of credit within the meaning of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001"

Notwithstanding delivery and passing of risk, legal and beneficial ownership of goods supplied by the Company shall remain in the Company until full payment for all goods supplied by the company has been made. Until ownership passes the Buyer shall hold the goods as Bailee for the Company and must keep the goods free from any Charge, Lien or other Encumbrance. The Buyer shall have possession of the goods but shall at all times remain accountable to the Company on a fiduciary basis in respect of the goods or the proceeds of sales of the goods until payment in full has been made to the Company.

The Company and its associated companies shall be entitled to repossess any goods supplied by the Company if any sum due in respect of goods remains unpaid by the due date. The Company and its associated companies may enter upon the premises of the Buyer to repossess such goods. Where goods supplied by the Company can be identified on the premises of the Buyer, and the Company can produce invoices or other evidence of supply of such goods, this evidence will be accepted as proof of supply of the goods by the Company irrespective of whether or not the invoice can be specifically related to the particular item/s on the Buyer's premises.

#### **Returns**

Goods may be returned only with our prior agreement in writing and we reserve the right to deduct handling charges where appropriate.

#### **Claims**

Claims arising from:-

- a) Shortages
- b) Goods received in damage condition (if delivered by carrier, original packing must be kept for the claim to be considered)
- c) Goods incorrectly supplied
- d) Non delivery of a consignment or part thereof (as a.) must be notified within three working days of the despatch date shown on the invoice and confirmed in writing within fourteen days.
- (e) Claims under points (a) and (b) are subject to confirmation by our stock/despatch records which will be accepted as conclusive in all instances. Damage or shortage of goods found by the Buyer must be notified in writing to the Company within 3 days of delivery. Failure to do so will free the Company from any liability in this respect.

#### **Guarantee**

All components are supplied and guaranteed in accordance with the manufacturers specifications. Any item which is proved and admitted by the manufacturer to be defective due to a material or structural defect will be replaced free of charge or credited in full at our discretion.

Under no circumstances will we accept liability for claims arising from consequential loss or remote damages nor will we pay for repairs or alterations made to a part without our prior sanction. Notification of guarantee claims is to be made in writing immediately a fault is discovered. Full particulars and facilities are to be provided by the purchaser to enable us to verify the claim. Where possible parts are to be returned to us accompanied by the appropriate paperwork, carriage paid, for our/or the manufacturers inspection and report.

#### **Statutory Rights**

All orders whether oral or written are subject to these terms but nothing in these shall be deemed to affect the statutory rights of the buyer.

For the purpose of the Contracts (Rights of Third Parties) Act 1999 only the Buyer should be entitled to enforce this agreement or make any claim or demand against the Company and no third party shall be entitled to claim any benefit under this agreement.

#### **Unfair Contract Terms**

The Company has drawn these Terms of Business in the light of the Unfair Contract Terms Act 1977 and the Unfair Terms in Consumer regulations 1994 and consider them to be fair and reasonable and its prices are based on contracts made on these conditions. If the Buyer considers these terms to be unreasonable he must inform the Company in writing before any contract is made, otherwise he will be deemed to have accepted that the Company's terms are fair and reasonable.