

PARKINSONS PROPSHAFTS/MOTOR PARTS DIRECT

TERMS AND CONDITIONS OF BUSINESS

Motor Parts Direct Ltd supply goods and services only subject to these terms and any person (hereinafter called "The Buyer") supplied by Motor Parts Direct Ltd accept that these terms will govern all contractual relations between them to the exclusion of any terms contained in any of The Buyers documents even if The Buyers terms purport to provide that The Buyers 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 alternation in these terms or make or give any representation or warranty in relation to the goods or services save only that a Partner, of The Company may in writing agree such alterations or make or give such representations or warranties.

PAYMENT OF ACCOUNTS: All monthly accounts must be paid not later than the 5th day of the month following statement. A statement will be sent detailing all invoices and credits during the month. All weekly accounts must be paid no later than each Friday. In the event of default of payment The Company reserves the right to suspend or cancel credit facilities and to charge an additional account service charge at a rate of 3% over normal Bank Interest Base Rate at monthly intervals on the overdue portion of the account until the arrears are cleared.

It is The Buyer's responsibility to ensure that payment is made to The Company by due date.

RETURNS: Goods specially ordered or made cannot be accepted for credit. Goods correctly supplied may only be returned if accompanied by the relevant invoice details. Goods returned after a period of 7 days may only be accepted with the authority of a Manager, or Partner, of The Company and will be subject to a handling charge of 15% of the price charged to The Buyer. Old Unit Surcharge will only be credited if returned within 31 days of purchase and must be in a re-conditionable state.

DAMAGE OR SHORTAGE: Damage or shortage of goods found by The Buyer must be notified to The Company within 3 days. Failure to do so will free The Company from any liability in this respect.

CARRIAGE: Normally goods will be delivered carriage paid, but The Company reserves the right to charge for any special delivery or deliveries of small value, such charges being entirely at the discretion of The Company for no-delivery or delay in delivery.

FITNESS FOR PURPOSE: The Company takes every care with regard to the quality and standard of manufacture of the goods it supplies as far as it is able to. However, as the goods are used for a multiplicity of purposes and The Company has no control over the method of their application or use. The Company excludes so far as it legally may do so any condition or warranty implied by statute or otherwise as to the fitness of its goods for any particular purpose. Any technical co-operation between The Company, its Suppliers or The Buyer shall not affect this condition.

Under no circumstances shall The Company be liable for any loss of profit or contracts or other consequential loss or damage on the part of The Buyer however caused.

RESERVATION OF TITLE: Because of the large number of individual part numbers and references and the unique applications of individual automotive parts and supplies it is recognised by The Buyer that it is outside the bounds of normal possibility for any parts or supplies of the same part number or reference on The Buyer's premises not to relate to parts and supplies of the same part number or reference supplied by The Company.

Notwithstanding delivery and passing of the risk, legal and beneficial ownership shall remain in The Company until full payment for goods 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 at all times remain accountable to The Company on a fiduciary basis in respect of the goods until payment in full has been made to The Company.

The Company and its associated companies shall be entitled to repossess all goods not paid for 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 (or brands of goods) supplied by The Company can be identified on the premises of the Customer, 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 Customer's premises.

Notwithstanding the provisions of this clause and Section 49 (1) of the Sale of Goods Act 1979 The Company may bring action for the price due under these Terms at any time after the price has become payable under these Terms.

PRICES: Prices shall be as ruling at the date of despatch. The Company reserves the right to change any price without prior notification.

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

STATUTORY RIGHTS: All orders whether oral or written are subject to these terms but nothing in these terms shall be deemed to affect the statutory rights of The Buyer.

BUYER'S TERMS: The Company does not recognise any terms and conditions of contract supplied by The Buyer unless any such terms and conditions are specifically acknowledged and agreed in writing by a Partner of The Company. Executions of, compliance with, or implementation of orders does not imply acceptance of The Buyer's terms and conditions.

UNFAIR CONTRACT TERMS: The Company has drawn these Terms of Business in the light of the Unfair Contract Terms Act 1977 and considers 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.