

# TERMS & CONDITIONS OF SALE

PISTONS & COMPONENTS (Glasgow) Ltd

01/23a

## 1. GENERAL.

The Terms set out herein constitute a legally binding agreement between the Seller & the Buyer and set out the conditions upon which all Goods Repairs are conducted. Any acceptance of an instruction purchase order, verbal or written, by the Seller is subject to the following conditions.

### CLEAN, CLEAN & CLEAN AGAIN

The Terms & Conditions of Sale hereinafter known as the "TERMS"

All Purchasers customers their authorised agent firm or person hereinafter known as the "BUYER" .

Pistons & Components (Glasgow) Ltd & associated businesses hereinafter known as "SELLER".

The manufacturer of Goods hereinafter known as the "MANUFACTURER"

Goods Parts Engines Vehicles Repairs or instalment thereof whatsoever hereinafter known as the "GOODS"

The service of applying an engineering process to Buyer's Goods hereinafter known as "REPAIRS"

The Buyer acknowledges & understands that the Seller has "Terms & Conditions of Sale" which are on display, that copies are available on request, & are published on the Seller's website & that ordering or acceptance, verbally or in writing, of Goods or Repairs is on the understanding that it is the Buyer's responsibility to have read, obtained copies of & understand wholly these Terms.

In the event of a dispute these Terms shall be subject to the exclusive jurisdiction of the Scottish Courts.

If the Buyer's order written or verbal contains special conditions it is understood that such conditions are accepted only in so far as they are NOT at variance with the Seller's Terms whose conditions will take precedence over the Buyer's conditions.

**2. INSURANCE & LIABILITY** All Goods whatsoever undergo Repairs, are worked on, moved, stored or otherwise managed and kept at the sole risk of the Buyer. Buyers should therefore ensure that their Goods are adequately insured against all risks including third party risks for damage caused by or to their Goods. **The Seller accepts no responsibility whatsoever for damage, accidents or losses to a Buyer's Goods whilst parked, stored on a public street or within an car park area secure or not.**

3. **ESTIMATES and QUOTATIONS.** An estimate is very simple to produce but a quotation is much more complex. The Goods may have internally badly damaged Goods lying unseen and hidden. The Seller may agree a restricted price to investigate these internal Goods which will involve disassemble or stripping down or looking at, of the Goods. This restricted price will **NOT** include reassemble of the Goods in any shape or form whatsoever. If the Buyer decides not to proceed after this investigation the Goods will be returned to the Buyer in their now disassembled, stripped down, looked at condition.
4. **PLACING AN ORDER.** The Purchaser **MUST** provide, in writing, when ordering Goods, an engine, Repairs, part or service the following details:-
  - a. The make and model of the vehicle
  - b. The vehicle registration number & VIN number
  - c. The current mileage of the vehicle
  - d. Description of the problem experienced by the vehicle/engine
5. **TRADE ONLY** The Seller is a **TRADE ONLY** supplier to **BUSINESS Buyers ONLY**. No Goods or Repairs supplied by the Seller to the Buyer shall carry a warranty or condition of sale, express or implied as to the quality or fitness for any particular purpose save so far as the Manufacturer allows the Seller to assign to the Buyer the Manufacturer's warranty. No liability is accepted whatsoever to a Buyer for consequential loss or damage.
6. **PRICES.** Published or quoted prices may be altered without notice to meet any rise in costs from the Manufacturer or in operating costs. The price is exclusive of value added tax. The Buyer shall be liable to pay for any extra costs arising from the amendment of an existing order & for delivery charges.
7. **REPAIRS.** Repairs of Goods is carried out at the Buyer's instructions verbal or written and **ALL** risk of damage or loss to Goods remains with the Buyer and **NO** warranty, express or implied, is given. The Seller accepts no responsibility for loss or damage to any or all Goods & the Buyer is responsible for ensuring that Goods to be worked are wholly disassembled. The Buyer accepts that Repairs are best carried out with the Goods wholly disassembled. The Buyer accepts that Repairs carried out on fully or partly assembled Goods may sustain damage. The Buyer accepts liability whatsoever for **ALL** damage so incurred. The Buyer will incur a cost for the disassembly of Goods but the Buyer accepts that loss or damage to Goods during disassembly is the responsibility of the Buyer. The Seller accepts no responsibility for loss or damage to disassembled Goods or parts of Goods thereof.
8. **DATA** The Buyer shall its own expense supply the Seller with all necessary documents or other materials, and all necessary data or other information relating to the Repairs within sufficient time to enable the Seller to provide the Repairs and the Buyer shall ensure that all such necessary information is correct. The Buyer is responsible for ensuring that data information or other provided by the Seller is correct. The Seller may at any time, without notice to the Buyer, alter the Repairs in order facilitate the Repairs.
9. **WARRANTY.**

# New & Remanufactured Engine Warranty

Subject to the following conditions, all remanufactured engines are guaranteed for 3 months, 3000 miles, against faulty workmanship and defective materials. New engines are guaranteed for 12 months, unlimited mileage, against faulty workmanship and defective materials.

The Purchaser MUST provide, in writing, when ordering an engine, part or service the following details:-The make and model of the vehicle, The vehicle registration number & VIN, The current mileage of the vehicle, Description of the problem experienced by the vehicle/engine

Damage occurring as a result of a failure of any ancillary Goods or parts (e.g. cooling system, fuel system, turbo charger/exhaust and ignition system components, this list is not exhaustive) is not covered by this guarantee, nor are the ancillary Goods themselves unless supplied & fitted to the engine by the Seller. This guarantee is applicable to mainland United Kingdom only.

After engine replacement a 500 mile service must be carried out changing the oil and oil filter. N.B. - only use the type and grade of oil & oil filter recommended by the original engine manufacturer.

The tappets, where they are manually adjustable, should be checked and reset as necessary. Where applicable check cooling, fuel and ignition system as well as auxiliary drive belts.

Ensure there are no oil, water or fuel leaks. Throughout the duration of this Warranty the vehicle should be serviced in accordance with the vehicle manufacturer's recommendations. **Crucially, and in addition to the manufacturer's recommended service requirements, the engine oil & oil filter must be renewed every 6000 miles.** The service record of the vehicle must be completed at each service together with a comprehensive list of all parts with part numbers fitted and repairs undertaken at each service. Samples of oil, the oil filter, fuel and fuel filter must be provided with each warranty claim.

Any necessary repairs or maintenance (whether covered by this Warranty or not) should be carried out as soon as is practicable and without further detriment to the condition of the engine. All ancillary Goods or parts should always be maintained in good order.

Any modifications or repairs, on the Goods. Repairs supplied by the Seller, undertaken without the written consent of the Seller will invalidate this Warranty.

**RACE ENGINES.** This Warranty only covers the vehicle when in use on public paved roads and does not apply in marine situations, vehicle for hire or taxis, competition, race or speed trials or if the vehicle has been altered digitally, electronically or mechanically from the manufacturer's original specifications, or is used for towing.

If Goods prove to be faulty within the warranty period, the Seller may, at their discretion, make a cost effective repair or replace the Goods. However, if replacement Goods or Repairs is not available, the Seller reserves the right to refund the cost, less a pro rata reduction based on the balance of warranty time left to run, at which the Goods Repairs were purchased from the Seller in full and final settlement.

**PARTS ONLY WARRANTY.** This Warranty is a Goods or parts only warranty & does not cover labour or time to fit parts found faulty. The Manufacturer's determination of whether a part has failed or found faulty will be binding on both the Seller & the Buyer.

This Warranty will not cover any defect, damage or breakdown resulting from misuse, negligence or collision.

This Warranty will not apply if the Repair, Goods is necessitated simply as a result of fair wear and tear.

If Repairs, Goods is replaced under the terms of this Warranty, the Repairs, Goods will be covered for the balance of the original guarantee.

This Warranty is not-transferable.

This Warranty does not cover towing, recovery, re-delivery or any consequential costs incurred (e.g. replacement/short term hire vehicle, overnight accommodation etc).

If any material facts are withheld, false or fraudulent reports and/or claims are made, then this Warranty shall become void. In this event, any payments or costs incurred that have been made by the Seller will become immediately payable.

No variation or modification to the terms of this Warranty shall be valid or binding unless it is in writing and signed by a Director of the Seller.

The Buyer is responsible for the costs of maintenance items replaced during Warranty repairs.

This Warranty is valid and effective only if all terms and conditions (including the Repairs Procedure) are fully complied with nothing in the above Warranty affects the Buyer's statutory rights.

The Seller's total liability in Contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Contract shall be limited to the price stated in the quotation.

The Seller reserves the right to amend the terms and conditions of this Warranty from time to time without prior notification.

**CLEAN, CLEAN & CLEAN AGAIN**

**Warranty Claim & Repairing Procedure**

A. The following steps must be taken in the event of a possible Warranty claim:

- The purchaser must contact the Seller, within 10 days of the occurrence, and provide, **in writing**, the following information:-
- The Buyer's copy of the Seller's original invoice
  - The engine reference number
    - The make and model of the vehicle
    - The date the remanufactured unit or repair work was purchased
    - The number of hours worked
  - The mileage of the vehicle at the date when the Goods Repair was conducted
    - The current mileage of the vehicle
    - Comprehensive details of the complaint

B. The vehicle Goods Repairs must then be delivered, at the Buyer's expense, to the Seller or if agreed, in writing, by the Seller to a mutually agreed repairer. No repairs may be undertaken until the costs and the method of repair have been agreed with the Seller.

C. The Seller reserves the right to provide any necessary Repair Goods or parts. All faulty or damaged Goods Repairs or parts removed under the terms of this Warranty shall become the property of the Seller and must be returned or surcharge is payable.

D. Failure to comply with any of the above may invalidate the warranty.

10. Repairs Goods supplied by the Seller are guaranteed, subject to these terms & conditions, for three months, 120 hours or 3000 miles whichever comes soonest and are conditional on application of the vehicle Manufacturer's recommended maintenance specifications.

Written notice of warranty claims must be provided within 10 days of occurrence and must be accompanied by the original invoice. No warranty, whatsoever, may be transferred to any other party whatsoever.

The Buyer must return at the Buyer's expense any defective Goods Repairs to the Seller for examination. The Seller will have the right to examine the defective Goods Repairs and at the Seller's absolute discretion to execute Repairs or to replace the defective Goods Repairs or to refund a pro-rata proportion of the purchase price applicable to the defective Goods Repairs with NO allowance made for any third party labour costs.

The Seller will NOT under this warranty be liable for any amounts in excess of the original purchase price of the Goods Repairs and NO allowance shall be made for labour costs.

Warranty will NOT apply to any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Manufacturer's specifications, misuse, alterations or modifications to the original specifications or use.

The Seller will under no circumstances accept liability for consequential loss. The Seller will not pay for any Repairs or Goods whatsoever unless having given prior written authorisation.

11. **GOODS** All Goods Repairs supplied, in accordance to the information provided by the Buyer, are used/reconditioned unless otherwise stated.

### **CLEAN, CLEAN & CLEAN AGAIN**

The Buyer is responsible for the thorough washing removal of swarf and clean assembly of machined and supplied Goods Repairs and prior to fitting for ensuring that the Goods Repairs supplied are correct for the application.

12. **PAYMENT**. All charges unless on an approved account are strictly net and due at or before delivery. Payment of credit sales is due 30 days from the date of invoice. The Buyer shall pay to the Seller on demand interest on sums which are 10 days overdue payable at the rate of 5% above the base rate as set by Royal Bank of Scotland plc.

13. **RETENTION**. All Goods Repairs if incorporated within a larger machine or vehicle shall remain the absolute and unencumbered property of the Seller until such time as the Seller has received cleared payment in full in respect of them. If Goods are mixed with or incorporated in other parts or Goods but remains capable of being detached or separated the Seller shall continue to retain property in and title to the Goods

14. **DISPOSAL & STORAGE**. The Buyer is responsible, at the Buyer's expense, for the removal, of any Goods, whether Repairs are carried out or not, left at the Seller's premises. Any uncollected Goods, will attract a daily storage charge, Vehicles £25.00 per day or part thereof; other Goods £10.00 per day or part thereof, accruing from receipt of Goods by the Seller. This storage charge is additional to the cost of Repairs. Notwithstanding the aforementioned storage charge the Seller reserves the right, after 90 days, and without reference to the Buyer, to dispose of uncollected Goods Repairs at the Buyer's expense any sums so raised will be applied to reduce the amounts owed by the Buyer. After disposal the Seller reserves the right to pursue the buyer for any & all monies still outstanding

15. **RETURNS**. Returns accepted at the absolute discretion of the Seller. Goods specially ordered cannot be returned. Goods accepted for return, if correctly supplied, will be subject to a **25%** handling charge.

No return of Goods after seven days from date of delivery. The expense or cost of returning Goods is the responsibility of the Buyer.

NO GOODS WILL BE ACCEPTED FOR RETURN IF **PACKAGING IS DAMAGED**. **NO EXCEPTIONS**.

16. **FACTORY**. Only employees are permitted beyond the office counter area. Any persons entering the office or workshop area do so at their own risk will be viewed as trespassers and may be subject to Police action.

17. **DELIVERY**. Suggested delivery times & promises of delivery are made in good faith & the Seller will make every effort to achieve delivery dates & times but time & place of delivery shall not be the essence of this contract & the Seller shall not be liable for any loss caused by delay or failure to deliver. Any shortfall or damage to Goods Repairs must be notified in

**WRITING** within five days. In the absence of notification of claims within the periods aforementioned the Goods Repairs shall be deemed to have been delivered in accordance with the Contract.