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CONTRACT TERMS OF BUSINESS



1. Unless other terms and conditions are expressly accepted by Diplock Fuel Injection Services Limited (here in after called "the Company by means of a written amendment to these Terms and Conditions signed by a Director of the Company, or the Company Secretary, and referring specifically to the terms and conditions to be amended) the Contract shall be on the terms and conditions set out below (here in after together called the "the Contract Terms") to the exclusion of any other terms and conditions whether or not the same are endorsed upon, delivered with, or referred to in any purchase order or other document delivered by the Purchaser to the Company. The word goods (here in after) also refers to services provided.
2. (a) The Company will, in addition to any warranty given as far as it reasonably can, transfer or make over to the Purchaser the benefit of any guarantee or warranty which may have been given by the manufacturer in respect of any goods the subject of this Contract which are not made by the Company. In addition to the Company warranty period of twelve months from the date of delivery or 12,000 miles whichever is the sooner to the initial retail user unless such period is varied by written agreement, any part manufactured, remanufactured or worked upon by the Company, found upon inspection by the Company to have been proved defective in material, goods or workmanship under normal use and service and when properly installed and connected the Company will free of cost, repair or if the company so wishes replace such part or repaired item provided the Company is informed of the defect in writing within 28 days of any defect or claim upon discovery thereof and should the Company so require the part or goods are returned carriage paid to inspect and remedy any faults under warranty. Failure to give the company the opportunity to remedy the faults would void the warranty along with any repairs or maintenance of the goods by unauthorised personnel. Any cost or expense incurred by any persons removing or refitting the goods shall be borne by the Purchaser.

The Company will not however be liable to repair or replace any goods if any lead seals, identification or serial number thereon has been altered defaced or removed or if the goods has not been properly maintained in accordance with the Company's recommended maintenance procedure or has been subjected to any misuse, unauthorized repair, replacement, modification or alteration.

Any product or goods repaired or replaced by the Company under warranty will have the benefit of the unexpired portion of the period during which the defective item failed.

(b) Where the Company recommends the use of particular fluids, materials or other accessories with the company's repairs or sales the warranty set out above shall not apply to any Company goods with which other fluids materials and accessories have been used but no such recommendation shall make the Company in any way liable for any defect in such fluids materials or accessories.

(c) Save as aforesaid the Company shall not be liable for any loss or damage of any kind what so ever caused directly, or indirectly by any defect in material or workmanship or any defect in the goods or services supplied or by any negligence of the Company and all warranties and conditions express or implied statutory or otherwise are hereby expressly excluded. Any rights of the Purchaser against the Company which cannot lawfully by English law be restricted are unaffected if the goods are unfit for a purpose or are not of merchantable quality or do not correspond with any description applied to them.

(d) The Purchaser undertakes that he will not at any time for use against the Company seek to rely on any term, condition, warranty or representation other than the Contract terms.

(e) Persons dealing in the Company's goods have no right or authority to bind the Company in any way or to assume on the Company's behalf any obligation express or implied.

(f) The Company reserves the right to dispose of items supplied by the purchaser for reference purposes in respect of replacement by the Company or items that have been replaced during the course of repair unless instructed otherwise by the purchaser.



3. The Company carries on business as a manufacturer/repairer or supplier mainly of diesel, petrol, electrical and mechanical engineering products and goods thereof both under licence and otherwise. If the Purchaser cancels or purports to cancel the order, or any part thereof, or fails to take delivery of any goods at the time agreed (if any) then the Purchaser shall be liable (without prejudice to any other right of the Company) to indemnify the Company against any loss, damage or claim resulting from such purported cancellation or failure to take delivery, including the payment of licence or other fees, the cost of any material plant or tools used, or intended to be used, for the said order, the cost of labour and other overheads, and redundancy payments primarily attributed to such purported cancellation.
4. Unless otherwise stated:
 - (a) All prices quoted on any document or correspondences issued by the Company do not include Value Added Tax, and any reference to "price" in these Terms and Conditions shall be constructed accordingly.
 - (b) The price is based upon costs ruling at the date of the quotation and is subject to fair adjustment by the Company to take into account any alteration in such costs prior to delivery of the goods or (in the case of delivery by instalments) prior to the final delivery.
 - (c) Any estimate given by the company shall be considered an approximation of the likely cost involved based upon such inspection as the company can or is allowed to carry out at the time of giving the estimate. Prices of goods are those current at the time of the estimate and the company reserves the right to adjust the prices if the price to the company is adjusted between preparing the estimate and obtaining the goods. Unless otherwise agreed in writing, if it appears during the process of any work that the estimate will be exceeded by a significant amount, the company will not continue the work without further express permission(oral or written) from the customer.
5. The Company will endeavour to complete the contract or deliver the goods within the time agreed (if any) but it shall not be liable for any loss or damaged of any kind what so ever caused directly or indirectly by any delay in the completion of the contract or delivery of the goods. Goods shall be deemed complete when the customer is advised by the company that it has been completed. If by reason of force majeure or any labour dispute the completion of the contract or the delivery of the goods is in the company's opinion rendered impracticable the Company shall be at liberty to terminate the contract by sending by ordinary post to or by delivering to the purchaser a notice in writing to that effect. There upon the Purchaser will pay to the Company such a sum as will together with any other sums paid previously bear the same proportion to the contract price (including any variation thereof) as the goods or services actually provided bear to the goods or services contracted for.
6.
 - (a) All orders that are dispatched by courier, road or goods train, the cost of any delivery, shall be borne by the Purchaser.
 - (b) All export deliveries will be charged at cost including packaging.
 - (c) Unless otherwise agreed in writing there shall be no refund of any charge made for packing except in the case of non-expendable pallets or containers which are charged for and for which credit will be given on return.
 - (d) The Company reserves the right to make an additional charge for storage and administration costs incurred by it in respect of goods stored or held by the Company as a result of a lack of inadequate delivery instructions.
 - (e) No claim for damages or shortages will be considered unless the Company and the carrier are advised in writing within three days of delivery in the case of inland orders, and twenty-eight days of delivery in the case of export orders, and no claim for non-delivery will be considered unless the Company is notified in writing within ten days of reasonable delivery time in the case of inland orders and 28 days of reasonable delivery time in the case of export orders, in both cases taking into account date of despatch.
7. If the contract provides for the quantities of goods to be delivered to be specified by the Purchaser by schedule from time to time then any schedule relating to the contract and delivered by the Purchaser shall be subject to acceptance by the Company and if so accepted any requirements stated in such schedule to be "firm" shall thereafter be deemed to form part of the contract and may only be cancelled subject to the terms of Condition 3.



8. (a) The Purchaser undertakes with the Company:
- I. That they will acquaint themselves with the requirements of all relevant Governments or statutory or other authorities, bodies or corporations relating to the goods and to the applications to which the goods are put;
 - II. The purchaser will at all times whilst the goods are in their possession or under their control will comply with such requirements;
 - III. The purchaser will procure that any purchaser of the goods from them will also acquaint themselves with, and will comply with such requirements;
 - IV. All specially ordered goods must be paid for at the time of ordering;
- (b) The purchaser will indemnify the Company against any liability resulting from a breach of any such requirement.
- (c) The Purchaser undertakes that he will comply with the Company's instructions relating to the goods.
9. No right or licence is granted to the Purchaser under any patent, copyright, registered design or other industrial property right except the right to use or to resell the goods.
10. (a) Account holders with the Company
- I. Unless otherwise agreed payment shall be made within 30 days following the date of each invoice by Bacs, Cash or Card.
 - II. All payments are to be made on or before the due dates as a condition precedent to future deliveries under this or any other contract.
- (b) Unless otherwise specified, payments in respect of export orders shall be made against documents by cash or confirmed irrevocable letter or credit.
- (c) Non account holders with the Company shall pay on the receipt of goods or services provided by the Company by Bacs, Cash or Card.
- (d) Without prejudice to the Company's right to cease deliveries and to sue for payment, if payment is not made by the date on which it is due, the Company may charge interest on payments not made by the due date at the rate of five per cent (5%) over Barclays Bank Plc base lending rate in force at the due date. Invoices for interest shall be issued and fall due in the same way as those for supply of goods and may be sued on as a contract debt.
- The Company may repossess the goods if any sum due in respect of them is outstanding or if the Company reasonably believes that any such sum will not be paid in full when it falls due for payment and the Purchaser hereby grants the Company an irrevocable licence to enter upon any premises of the Purchaser for the purpose of so doing.
11. (a) The property in the way goods shall pass on payment of the whole price.
- (b) The Company shall not be liable for any risk to the goods after these have been handed over to a carrier or to the Purchaser.
- (c) The time for payment shall be of the essence of the contract.
12. If the goods are manufactured to the design or specification of the Purchaser, the Purchaser agrees to indemnify and hold harmless the Company against all losses, costs, charges, expenses and damages which the Company might suffer as a result of any claim or allegation.
- i. If the goods infringe the patents, copyright, registered design or other like protection of any other person
- OR
- ii. If the goods do not comply with a statute, statutory instrument regulation for the time being in force.
13. The Company shall be entitled to assign sub-contract or sub-let this contract or any part thereof.
14. Variation by the Company within the specification of the goods shall not constitute a breach of contract or impose upon the Company any liability whatsoever.
15. (a) Failure by the Company to enforce any of the Contract Terms shall not be construed as a waiver of any of the Company's rights hereunder.
- (b) This contract shall be construed and operate in accordance with English Law and the Purchaser hereby submits himself to the jurisdiction of the English courts.
16. Nothing in these terms and conditions is intended to affect, nor will it affect the customers statutory rights under the Sales of Goods Act 1979 or the Unfair Contract Act 1977 and any amendment thereto.



17. (a) Nothing in this contract other than the following sub-clause shall exclude or restrict any liability to which the Company may be subject by reason of any misrepresentation made by it before this contract was made or any remedy available to the Purchaser by reason of such misrepresentation. (b)The Company shall not incur any liability nor shall any right accrue to the Purchaser by reason of any misrepresentation arising from;
- I. Printing and clerical errors.
 - II. Statements in oral, written or any other form by third parties accepted by the Company in good faith and repeated by it.
 - III. Oral statements not confirmed by the Company in writing.
18. Any materials or goods belonging to the Purchaser left in the care and custody of the Company will be disposed of if arrangements and collection are not made within one calendar month of the Purchaser being informed that the materials or goods in question are ready for collection, a storage charge will apply at £5 per day from the customer being informed the goods and services are completed and ready for collection and payment. Upon any such sale the company shall pay the balance of the proceeds of sale to the customer after deducting all monies due to the company, whether arising for the latest or earliest work involved.
19. As a member of the Retail Motor Industry Federation (RMI) and the Trust My Garage Scheme, they will under their scheme, act as Alternative Dispute Resolution (ADR) consultants. If at any time a dispute for any reason exists between the company and purchaser. The RMI can be contacted by telephone on 08453054230 or by mail at unit 19, Trident Park, Trident Way, Blackburn, BB1 3NU.
20. Goods excluding services may be returned for credit provided that the customer returns the goods (in the same condition as when supplied) together with the original packaging within 5 working days of supply and the goods were not specifically ordered by the company. The company reserves the right to charge a handing fee of 20% for goods accepted back for credit. Goods which are not normally stocked and therefore specially ordered from a supplier cannot be accepted back for credit under any circumstances.