

## **SPA Terms and Conditions**

### **DEFINITIONS**

1. Any reference to Company/Seller/We/Us shall mean SPA Automotive T/A Packington Holdings Ltd., The Mill House, Packington Hayes, Nr. Lichfield, Staffs., WS 14 9PN (Registered Office) Company Reg. No.5209747 England VAT No. GB 991376285 who sell or supply specialist motor equipment and accessories in the course of their trade or business.
2. Any reference to You/Buyer/Purchaser shall mean any person, sole trader, partnership, business, body corporate or other entity detailed in the appropriate section of the sales invoice/order form and shall include all successors, heirs and assigns. Where the Buyer purchases in the course of a trade, profession, vocation or sport (where the buyer is a specialist or enthusiast), it is agreed that such a buyer shall mean a trade buyer. Where a person deals entirely as a consumer, statutory rights shall remain unaffected. Where the term buyer appears within these terms it shall mean both trade and consumer buyer/purchaser unless specified as relating to a trade buyer or consumer buyer individually.
3. Goods or equipment ordered shall mean the items detailed in the appropriate section of the sales/order form and it shall be a core term of this agreement that all additional parts, connecting components or ancillary items, not detailed within the sales order form, shall be additional to this agreement.
4. Price shall mean the consideration due for purchase and shall exclude VAT and is entirely for Trade, Non Consumer, Export or Professional Purchasers. Current prices are quoted at the time of order.
5. In respect of orders placed via the Internet, such orders shall be mere offers to purchase and shall not be accepted or binding upon the Company until confirmed or acknowledged in writing by the Company by means of invoice or statement confirming acceptance of your order or by despatch of goods to you. Order acknowledgement sent by the Company subsequent to the order and payment shall not amount to confirmation of order. The Company reserve the right to refuse any offer to purchase prior to written confirmation or despatch, where goods ordered become unavailable, the price of goods varies or an error is made by the Company in the price, description or for some other reason, whereupon a full refund of your payment will be made to you, usually in the method you made payment to the Company.

### **GENERAL**

6. "Working day" shall mean any day excluding Saturdays, Sundays and public holidays.
7. These conditions shall apply to all of the company's quotations and contracts, orders (including telephone, facsimile transmittal, postal and internet orders) for the sale or supply of goods accepted by the company. For the trade buyer, any other terms or representations, whether implied by statute, made prior to, collateral with or subsequent to the contract or order are hereby excluded and shall not be binding upon the company.
8. Brochure descriptions, Web Site information and samples on display are indicative only and any specifications, weights, measurements and technical data (whether relating to performance or otherwise) have been prepared by manufacturers and are for guidance only. Additionally, parts or components pictured or described within brochures or websites are for illustration purposes only and may vary in size, specification, colour and fitment dependent upon the make and model of your vehicle. Buyers are therefore required to check current specification, colours, weights and measurements with manufacturers or the Company, prior to order. Manufacturers also allow tolerances within the manufacturer of their products and also reserve the right to amend specifications, without notice, in order to improve products or where amendment becomes necessary and the Company shall endeavour to inform the Purchaser of any such amendment or change.
9. The company reserves the right to amend technical or clerical errors in any order without notice. In addition, the buyer shall ensure that all details contained within the order are correct prior to submission to the Company. Subsequent to delivery, the Company shall accept no liability for

any error or inaccuracy in order unless notified of such error within seven days of delivery/receipt of any document containing the said error.

#### GUARANTEES

10. All guarantees for products are provided entirely by the manufacturers and are subject to terms contained therein. Purchasers are reminded to complete and return all warranty cards/documents upon receipt of goods where appropriate.

#### LIMITATIONS UPON LIABILITY

11. Advice given by agents or servants of this company during telephone/Internet orders is based entirely upon information given by the purchaser. As such, all advice given is indicative only and all such advice should be checked by the purchaser prior to order. Where advice is given after visual inspection by agents or servants of this company, such advice shall amount to an opinion only. Additionally, goods supplied are supplied only to correspond to the purpose for which goods of that kind are commonly supplied and not alternative uses to which they may be put. No liability for failure can be accepted by this company for such alternative use, amendment or modification.

12. For trade buyers, the company is hereby excluded from any liability, howsoever arising, in respect of any express or implied condition, warranty or term, statement, representation whether statutory or otherwise, relating to the goods supplied. The trade buyer accepts that he is best placed to insure against losses which arise by virtue of any breach of this agreement and warrants that he carries adequate insurance in this respect.

13. Goods ordered by the Buyer may not be compatible with vehicles which have been modified, adapted or altered. Where goods ordered by the Purchaser are not compatible by reason of modification, adaptation or alteration, the Company may accept such goods back into stock entirely at its discretion, and shall either issue a refund or credit to the purchaser except where goods are specifically ordered for the purchaser where no such refund or credit will operate.

14. Where goods purchased by the buyer are alleged to be defective, the purchaser agrees to return such goods to the seller for inspection and report (without the seller replacing the said goods prior to such inspection). The purchaser also accepts that it is reasonable to inform the seller of any interruption, defect or other failure prior to contacting independent third parties or incurring expense and, in addition, to allow the seller to remedy the defect, failure or interruption. Parts modified or adapted by the purchaser shall no longer be warranted by the manufacturer nor shall the Company be liable for any failures resulting subsequent to modification as a result of such modification.

15. Competition goods are supplied for specialist use and are subject to extreme heat and stress whilst in use. Life expectancy and durability are greatly reduced and purchasers should note that any claim for failure/wear, shall not be entertained by the Company. It is acknowledged by the buyer of such goods that the foregoing statement shall be a relevant and important issue in any claim brought against the Company and the Company shall, in turn, place importance upon this clause. In addition, parts connected to parts supplied by this company may be placed under stress where specialist/competition parts are used, and purchasers should take advice from experts prior to purchase. Manufacturers may also limit guarantees when components are installed for competition use.

16. Where goods are defective, incorrectly supplied, delayed or otherwise in breach of the implied terms of the buyers statutory rights, all losses which result from loss of competition points, awards, loss of entry fees or other similar losses, are excluded and shall not be reclaimable from the Company. In addition, the company shall accept no liability for death or personal injury unless caused directly by the Companies own negligence.

17. No liability is accepted by the company where purchasers attempt to modify or install components supplied where it is known or ought reasonably to be known to the Purchaser that the part supplied is incorrectly supplied or otherwise not in accordance with the order.

18. The company accepts no liability in respect of failure to supply or other interruptions caused by matters beyond the reasonable control of the company, including but without limitation, strikes, lockouts, civil disputes, acts of God, war or actions by third parties.

19. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall confer a benefit on any person or persons not named as the purchaser herein (for the purposes of the Contract (Rights of Third Parties) Act 1999 or for any other purpose).

#### PAYMENT TERMS

20. Quotations are given on the assumption that no variation in the price will be made by the manufacturer/sole importer and that Government levies remain unaltered. In the event of such changes, the trade buyer shall be liable for the full cost of any change without notice from the Company. A Consumer Buyer shall be contacted by the Company and consent for any price increase obtained. Where no such consent is obtained, the Consumer Buyers agreement to purchase shall be treated as cancelled. Buyers are hereby informed that calling down of smaller quantities of material than ordered may increase the overall price per unit, there being reduced economies of scale in order. The resultant additional cost shall be the buyers.

21. Unless otherwise stipulated within the sales invoice/order form, all accounts are payable with order or otherwise in accordance with the terms of the trade buyer's credit account. Where default occurs in payment by the trade buyer, default interest shall become payable in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 at the maximum rate permissible thereunder or in accordance with the credit terms agreed or, where the buyer is a consumer, at 5% above the base rate of the HSBC PLC.

#### TITLE AND DELIVERY

22. Ownership or Title to the product shall not pass to the buyer until the company has received payment in full. In the event that sums owing in respect of other items ordered remain due, apportionment by this company shall take place without prejudice to the right to retain title or ownership in respect of all goods ordered.

23. Delivery times will be quoted at time of order and all times given for despatch or delivery are approximate and time shall not be of the essence. The buyer agrees to give 20 days in any written notice making time of the essence, such notice to commence subsequent to the last time for delivery quoted by the Company. The Buyer further agrees to accept full liability in respect of delayed or late delivery or dispatch prior to the expiry of any such notice. In respect of special order goods, the buyer acknowledges that further delays may occur and allows the company 30 days in any written notice, such notice to commence subsequent to the last time for delivery quoted by the Company. In any event, delivery times are approximate and variable. When delivery is effected to the purchaser directly or to an independent delivery contractor as agent for the purchaser, risk shall pass to the buyer immediately.

24. The Buyer is required to notify the company, in writing, of any shortage, non-delivery or other discrepancy immediately, or at the latest within seven days of such shortage, non-delivery or failure, thereafter the buyer shall be liable for any such discrepancy. Where delivery is effected to the buyers own independent delivery contractor, loss or damage in transit claims should be made directly to the carrier. The company will assist purchasers in making their claim. Buyers should retain all packaging in the event of a claim or return within the terms of this agreement.

25. Delivery and packing prices indicated within the Companies Brochures and Internet Site are subject to change and will be confirmed at the time of order. Buyers outside the United Kingdom and Europe shall be quoted approximate prices for delivery and packing prior to order confirmation. If required the Company shall quote for delivery and packing in such instances and confirmation of acceptance shall be required from the Buyer prior to acceptance of order.

#### CANCELLATION OF ORDERS AND LIABILITY

26. Clauses 27, 28, 29 and 30 below shall only apply to a person who purchases goods as a consumer buyer and is resident within European Economic Community where rights, which accrue by virtue of the Consumer Protection (Distance Selling) Regulations, apply.

27. A Consumer Buyer shall have the right to cancel any contract for goods made by means of distance communication, in accordance with these Terms and Conditions, within seven working days of delivery of the goods. Special order goods shall not be returnable under the terms of this clause. Cancellation of the contract can be effected by service of a Written Notice signed by the

Consumer Buyer which details clearly the Companies Sales Order Number and the name and address of the Consumer Buyer, and delivered either by fax to the number printed on the Invoice or by post to the Company's registered office.

28. If a Written Notice of Cancellation is received by the Company in accordance with clause 27 the Consumer Buyer shall become liable to return the goods to the Company forthwith, to such address as directed by the Company in their original packaging (and without having been installed or used and with all relevant seals and enclosures intact) and at the consumer buyer's sole expense.

29. If the Consumer Buyer fails to return the goods in accordance with clause 28 within 7 days of the cancellation of the contract, the Company shall be entitled to collect the goods from the consumer buyer and to recover any reasonable costs involved in such collection from the consumer buyer.

30. The Company shall then affect a refund of any monies owing to the consumer buyer in respect of the goods within 30 days from the date of cancellation or receipt of goods by the Company. Such a refund will be subject to any set off of monies to which the Company is entitled under clause 29.

31. Goods purchased and delivered to the buyer otherwise than by means of distance communication (including a Trade buyer) may be returned to the Company in original packaging (and without being installed or used and with all relevant seals and enclosures intact) for credit within 7 days of receipt by the buyer, subject to a restocking charge of not less than 20% of the value of the order. Credit shall be subject to the buyer producing proof of purchase and returning goods carriage paid. Special order goods shall not be returnable by virtue of this clause.

32. The Trade Buyer shall indemnify the company against all actions, claims, demands, penalties and cost brought by or incurred by third parties or this company in tort, contract, infringements of or alleged infringements of patents or registered designs or otherwise arising in connection with the goods or their delivery or unloading or with work done by the company in accordance with the buyers specifications.

33. The Buyer confirms that he shall comply with any or all rules and instructions relating to installation and use of the product concerned and fully accepts that any loss which results from forced, misdirected, inappropriate or unqualified installation or use shall not be accepted by the Company.

#### JURISDICTION

34. These terms and this agreement (including an agreement concluded by means of distance communication) shall be interpreted in accordance with English Law and industry custom and practice, and English courts shall have sole jurisdiction in respect of any dispute arising there from.

**DELIVERY POLICY** - Every effort will be made to deliver the goods as soon as possible after your order has been accepted. Most goods are manufactured on site, and will typically take a few days to build and despatch. Larger and more complex goods may take longer. In this case, or if there is a unforeseeable delay, we may inform you of the delay and the reason for the delay as soon as is practical. However, we will not be liable for any loss or damage suffered by you through any reasonable or unavoidable delay in delivery.

**RETURNS POLICY** - Goods which prove unsuitable may be returned for refund, credit or exchange if they are returned to ourselves within 7 days of receipt. Subject to the following conditions:

- Items are returned carriage paid.
- Items are received in a resalable condition.
- Items should be returned unused in their original condition in order to secure a refund.
- Items are returned complete with all packaging in good condition. (We reserve the right to levy a charge to replace product packaging which is damaged or defaced).
- Items returned after 7 days from receipt may be subject to a restocking charge of not less than 15%. This does not affect your statutory rights.

- We cannot accept any items which have been specially ordered for you or manufactured to your specification for return.
- All returns are to be accompanied by the senders name and address, account number, order reference number (these are found on the invoice), and reason for return. Please help us to help you.
- We cannot accept responsibility for returned parcels which are undelivered, please retain your proof of postage etc., you may require it on the event of a claim with your carrier.

You must obtain a Returns Authorisation Number before returning any goods. Please contact our Customer Service Department for this.

SPA are not responsible for any labour charges incurred during fitment or removal of allegedly faulty (or incorrectly supplied) parts.

**SHORTAGES & DAMAGE** - Please advise our Customer Service Department of any problems with shortages or carrier damage within 5 days of receipt. We regret that beyond this time, due to circumstances beyond our control we may be unable to process your claim.

**DEPOSITS** - On any non stock special order item we reserve the right to charge a deposit of 100GBP or 50% of order value to the customers credit/debit card, which is non returnable in the event of cancellation, based upon the customers implicit instructions to order the goods on their behalf.

Please contact our customer service department, quoting your customer account number and order number if you have any questions or queries. You can do this by telephone directly on 01543 434 580 or [sales@spa-uk.co.uk](mailto:sales@spa-uk.co.uk)