

MOTOHART

MOTOHART (UK) LTD. UNIT 3 HARVEY COOMBE. KILLINGWORTH. NE12 6QQ
T: +44 (0) 191 6030020. F: +44 (0) 191 6030660. E: INFO@MOTOHART.COM

COMPANY NAME (INVOICE):				
TRADING NAME (IF DIFFERENT):				
TYPE OF BUSINESS (LIMITED/SOLE TRADER):				
CO. REG NUMBER:			VAT NUMBER:	
INVOICE ADDRESS (H/O):			OUTLET ADDRESS (IF DIFFERENT): (FOR MULTIPLE OUTLETS USE SEPARATE SHEET)	
POSTCODE:			POSTCODE:	
ACC CONTACT:			ORDER CONTACT:	
ACC TEL:			ORDER TEL:	
ACC FAX:			ORDER FAX:	
ACC EMAIL:			ORDER EMAIL:	
OPENING HOURS / SPECIAL INSTRUCTIONS:				
OWNERS OF BUSINESS:	NAME:		PERSONAL ADDRESS:	
TRADE REFS: PREFER M/C DISTRIBUTORS OR OTHER CREDIT SUPPLIERS. MIN 2	COMPANY:			
	ACC TEL:			
	ACC FAX:			
	TERMS:			
SALESMAN (INTERNAL)		AREA:		CL REQ:
I CONFIRM ACCEPTANCE OF YOUR TERMS AND CONDITIONS OF SALE WHICH I HAVE READ OVERLEAF:				
SIGNED:			DATE:	

TERMS AND CONDITIONS OF SALE

DEFINITIONS

In these Conditions of Sale:-

the "Company" means Motohart (UK) Ltd.

the "Conditions" means these Conditions of Sale

the "Purchaser" means the company, firm or individual who buys or has agreed to buy, the Goods.

the "Quotation" means the quotation addressed to the Purchaser by the Company.

the "Goods" means any items of whatsoever nature which the purchaser buys or has agreed to buy from the Company on the Conditions.

The expression "liability whatsoever" shall include without prejudice to the generality of the expression, liability in tort (including negligence) and in contract, including liability for consequential loss (including loss of profit) or damage of any kind howsoever caused or arising.

GENERAL

Unless otherwise stated acceptance of the Quotation must be communicated by the Purchaser to the Company within 28 days from the date of the Quotation in order to constitute a binding contract.

The placing of an order (whether orally or in writing) and whether or not based on a Quotation shall be deemed to be subject to the Conditions which shall apply to the exclusions of any other provisions contained in any other document issued by the Purchaser and, in particular, based without prejudice to the generality of the foregoing, contained in any order sent by the purchaser.

No modification or amendment to the Conditions shall be binding upon the Company unless agreed to in writing by someone duly authorised on behalf of the Company.

Unless otherwise stated in writing all descriptions, specifications, drawings, and particulars of weights and dimensions submitted by the Company or otherwise contained in the Company's catalogues, brochures, price lists and other published matter are approximate only and none of these form part of any contract or give rise to any independent, or collateral liability upon the part of the Company being intended merely to present a general idea of the goods as described therein.

TERMS OF PAYMENT

Unless otherwise agreed, a cash discount of 3% will be allowed for settlement within 7 days of invoice. Thereafter payment of all invoices is to be made by the end of the month following date of invoice.

Failure to pay the price or any part thereof or any other monies, payable by the Purchaser hereunder will also entitle the Company at its own option and without prejudice to any other right or remedy to refuse to make delivery of any future consignment of Goods under this contract or to cancel any uncompleted order without incurring any liability whatsoever to the Purchaser for any delay.

Where payment is made by cheque, it shall not be deemed to have been made until the cheque has been honoured by the drawer's bank.

PRICE

Unless otherwise stated the price for the Goods in respect of contracts for delivery within Great Britain is including the cost of delivery charges, providing the order exceeds £250. VAT and all applicable taxes and duties the cost of which shall be determined as at the date of dispatch shall be payable by the Purchaser. This does not apply to Northern Ireland or the Republic of Ireland.

The Purchaser shall not be entitled to make any deduction from the price of the Goods in respect of any set-off or counter claim unless both validity and the amount thereof have been expressly admitted by the Company in writing.

Unless otherwise stated, any Quotation is based upon the current cost of materials, labour, transport, overheads and other charges and the price quoted is subject to fair adjustment reflecting any alteration in the costs of materials, labour, transport, overheads or other charges during the period between the date of the Quotation and the date of dispatch.

TRANSFER OF PROPERTY

Notwithstanding the passing of risk in accordance with condition 9, legal title to the Goods shall remain with the Company and shall not pass to the Purchase until the Company has received payment in full of the price of the Goods and all other Goods agreed to be sold by the Purchaser for which payment is then due.

Until title in the Goods passes to the Purchaser, the Purchaser shall hold the Goods as the Company's fiduciary agent and bailee and shall keep the Goods separate from those of the Purchaser and third parties and properly stored, protected and insured and identified as the Company's property but the Purchaser shall be entitled to resell or use the Goods in the ordinary course of its business.

Until title in the Goods passes to the Purchaser (and provided the Goods are still in existence and have not been resold) the Company shall be entitled at any time to require the Purchaser to deliver up the Goods to the Company and if the Purchaser fails to do so forthwith, to enter upon any premises of the Purchaser of any third party where the Goods are stored and repossess the Goods.

The Purchaser shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Company but if the Purchaser does so, all monies owing by the Purchaser to the Company (without prejudice to any other right of the Company) will forthwith become due and payable.

The Company may maintain an action for the Goods notwithstanding the ownership of them has not passed to the Purchaser.

DESCRIPTION

Any description given or applied to the Goods is given by way of identification only and the use of such description shall not constitute a sale by description. For the avoidance of doubt, the Purchaser hereby affirms that it does not in any way rely on any description when entering into the contract.

SAMPLE

Where a sample of the Goods is shown to and inspected by the Purchaser, the parties hereto accept that such a sample is so shown and inspected for the sole purpose of enabling the Purchaser to judge for itself the quality of the bulk, and not so as to constitute a sale by sample.

DELIVERY

Unless otherwise agreed in writing, delivery of the Goods shall take place at the address specified by the Purchaser on the date specified by the Company. The Purchaser shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

The date of delivery specified by the Company is an estimate only. Time for delivery shall not be of the essence of the contract.

If the Company is unable to deliver the Goods for reasons beyond its control, then the Company shall be entitled to place the Goods in storage until such times as delivery may be affected and the Purchaser shall be liable for any expense associated with such storage.

The Purchaser shall be entitled to replacement Goods where the Goods have been damaged during transportation. The Purchaser must notify the Company of the damage within 24 hours of delivery.

RISK

Risk in the Goods shall pass to the Purchaser at the moment the Goods are dispatched from the Company's premises. Where the Purchaser chooses to collect the Goods itself, risk will pass when the Goods are entrusted to it or set aside for its collection, whichever happens first.

WARRANTY

Where the Goods have been manufactured by the Company and are found to be defective, the Company shall repair, or in its sole discretion, replace defective Goods free of charge within 5 days from the date of delivery, subject to the following conditions:

10.1.1 the Purchaser notifying the Company in writing immediately upon the defect becoming apparent;

10.1.2 the defect being due to the faulty design, materials or workmanship of the Company.

Any Goods to be repaired or replaced shall be returned to the Company at the Purchaser's expense, if so requested by the Company.

Where the Goods have been manufactured and supplied to the Company by a third party, any warranty granted to the Company in respect of the Goods shall be passed on to the Purchaser.

The Company shall be entitled in its absolute discretion to refund the price of the defective Goods in the event that such price has already been paid.

The remedies contained in this Clause are without prejudice to the other Terms and Conditions herein, including, but without limitation, Clauses 12 and 13 below.

LIABILITY

No liability of any nature shall be incurred or accepted by the Company in respect of any representation made by the Company, or on its behalf, to the Purchaser, or to any party acting on its behalf, prior to the making of this contract where such representations were made or given in relation to:

11.1.1 the correspondence of the Goods with any description;

11.1.2 the quality of the Goods; or

11.1.3 the fitness of the Goods for any purpose whatsoever.

No liability of any nature shall be accepted by the Company to the Purchaser in respect of any express term of this contract where such term relates in any way to:

11.2.1 the correspondence of the Goods with any description;

11.2.2 the quality of the Goods; or

11.2.3 the fitness of the Goods for any purpose whatsoever.

All implied terms, conditions or warranties as to the correspondence of the Goods to any description or the satisfactory quality of the Goods or the fitness of the Goods for any purpose whatsoever (whether made known to the Company or not) are hereby excluded from the contract.

LIMITATION OF LIABILITY

Where any court or arbitrator determines that any part of Clause 12 above is, for whatever reason, unenforceable, the Company shall be liable for all loss or damage suffered by the Purchaser but in an amount not exceeding the contract price.

Nothing contained in these Terms and Conditions shall be construed so as to limit or exclude the liability of the Company for death or personal injury as a result of the Company's negligence or that of its employees or agents.

INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of the Company, and the Purchaser shall do all that is reasonably necessary to ensure that such rights vest in the Company by the execution of appropriate instruments or the making of agreements with third parties.

PERSONAL DATA POLICY / PRIVACY POLICY

Your data will be held on our databases internal to our company's local network, for accounting and sales/stock record purposes. They are kept in order to maintain historical and ongoing information that allows us to maintain a commercial relationship with you to the best of our abilities. Where required you agree to us sharing that information with 3rd parties in order to facilitate the business dealings we are undertaking. This will only be done where the 3rd party operates a secure data policy and it is required for the ongoing requirements of the business, for example with courier companies. We will continue to use the information to supply you with sales orders, invoices, picking notes, product information and company information from the Company.

You have the right to access, and change or request deletion of the information we hold at any time by writing to us at info@motohart.com. You have a right to withdraw consent at any time in our business dealings, and we will only hold your information on our systems so long as there is a mutual interest in doing so. Should you wish to update your information at any time please contact us as soon as possible and we will be happy to ensure we hold accurate information for you.

FORCE MAJEURE

The Company shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Company shall be entitled to a reasonable extension of its obligations. If the delay persists for such time as the Company considers unreasonable, it may, without liability on its part, terminate the contract.

RELATIONSHIP OF PARTIES

Nothing contained in these Terms and Conditions shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in these Terms and Conditions shall be deemed to construe either of the parties as the agent of the other.

ASSIGNMENT AND SUB-CONTRACTING

The contract between the Purchaser and Company for the sale of Goods shall not be assigned or transferred, nor the performance of any obligation sub-contracted, in either case by the Purchaser, without the prior written consent of the Company.

WAIVER

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

SEVERABILITY

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

GOVERNING LAW AND JURISDICTION

The contract shall be interpreted in accordance with the laws of England and shall be subject to the jurisdiction of the English courts.

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