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## TERMS AND CONDITIONS OF SALE

### 1. DEFINITIONS

In these conditions, (unless the context otherwise requires), the following expressions shall have the following meaning:

- Company: The Monte Hospital Limited.
- Customer: the Person, Firm, Company or Agent purchasing products from the Company.
- Contract: the contract of sale between the Company and the Customer.
- Product: automotive components, accessories and other goods or services forming the subject matter of the Contract.

### 2. ACCEPTANCE OF ORDER

All orders are accepted and all goods are supplied on the terms of these Terms and Conditions of Sale and all other conditions, warranties and representations, express or implied whether under Common Law, Statute or otherwise (including, without limitations, any conditions as to merchantability or fitness for any purpose) are hereby excluded. No addition thereto or variation therefrom as contained in any Customer quotation, order or confirmation shall apply unless specifically agreed in writing by a director or representative of the Company. The Customer is deemed to have accepted unconditionally the Company's Terms and Conditions of Sale on taking delivery of the Company's goods and agrees that all transactions between the Customer and the Company will be regulated only by the Company's Terms and Conditions of Sale.

### 3. PRICES

All prices are quoted net in pounds sterling excluding delivery charges and any applicable taxes, unless otherwise agreed by the Company in writing. The Company reserves the right to vary its current price list at any time without prior notice and goods will be invoiced to the Customer at the prices ruling at the date of despatch unless otherwise agreed by the Company in writing.

### 4. DELIVERY DATES

Delivery and/or despatch dates are quoted in good faith, but the Company accepts no liability for failure to deliver at or within the quoted time.

### 5. TERMS OF PAYMENT

- (a) The method of payment shall be determined prior to the despatch of any goods ordered by the Customer.
- (b) The Company will not accept the return of goods for credit, for whatever reason, at any time after 14 days from the date of delivery to the Customer.
- (c) Goods correctly supplied may be returned to the Company for credit, carriage paid, by prior written arrangement with the Company within seven days of delivery of such goods.

## 6. DAMAGE IN TRANSIT

Any damage in transit must be notified to the delivery company by the Customer at the time of delivery. Any shipment signed for by the Customer or the customer's representative will be deemed to have been undamaged upon receipt. Damaged goods should not be accepted or signed for by the Customer, and the Customer must notify the Company of any such delivery in writing within 48 hours to enable the Company to pursue a claim with the delivery company.

## 7. ACCEPTANCE AND RISK

The Customer will be deemed to accept the goods immediately on physical possession of them. Risk passes to the Customer when the goods are delivered.

## 8. INVOICE DISCREPANCIES

Any alleged discrepancies between the goods ordered and those supplied and invoiced must be advised, in writing, to the Company within seven days of receipt by the Customer.

## 9. DESCRIPTION AND SPECIFICATION

Whilst every effort is made to ensure the accuracy of the descriptions, illustrations and material contained in any catalogue, price list, brochure, leaflet or website issued by the Company, the descriptive matter represents the general nature of the items described therein but does not form part of any order or Contract or amount to any representation or warranty.

The Company reserves the right to modify specifications and published prices without prior notice.

Any manufacturers part numbers and vehicle application details quoted in any literature produced by the Company are provided for Customer reference only. The Company shall not be under any liability to the Customer in respect of infringement of any patents, trade mark or other proprietary right.

The Company shall not be under any liability to the Customer in matters concerning the fitness of any goods for use at the Customer's geographical location.

## 10. WARRANTY

Subject as provided below, the Company warrants all goods supplied by it to be free from defect in material and workmanship, but its sole liability under such warranty shall be limited to replacing or issuing credit, at its option, for any goods which, within twelve months of delivery, are returned to the Company within two weeks of discovery of any defect by the Customer, carriage paid to the Company and which the Company accepts as having been defective in material and workmanship.

The company shall incur no liability under this warranty:

- (a) unless the goods returned under warranty have been received by the Company within two weeks of discovery of any defect by the Customer.
- (b) for any goods in which the alleged defect is found upon examination to have been caused in whole or in part by misuse, neglect, overload, unsuitable lubricant or additive, improper installation or repair, alteration or accident.
- (c) for any transport, installation, removal, labour or other consequential costs incurred by the Customer.
- (d) if the goods supplied by the Company are used in any form of motor competition.

## 11. CONSEQUENTIAL LOSS AND DAMAGE

Save as expressly provided the Company shall not be liable for any loss or damage, direct or consequential, whether in contract tort or otherwise of whatsoever nature or to whomsoever or howsoever caused, arising out of or through the use of any of the goods supplied by it. The acceptance of the goods by the Customer shall be considered as acknowledgement that they are sold and accepted subject to these conditions.

## 12. LAW

Unless otherwise agreed in writing the Contract is governed by the laws of England.

The Customer will submit to the non-exclusive jurisdiction of the English courts.

## 13. SERVICE

Any service recommendation, suggestion or advice which may be offered by the Company in technical literature or in response to specific enquiry, is given in all good faith but the Company shall not be liable for any losses or damage arising therefrom and it is for the Customer to satisfy himself as to the suitability of the goods for his own particular purpose.

## 14. CLAUSE HEADINGS

The clause headings contained in these Conditions of Sale are for ease of reference only and shall not affect the construction itself.

## 15. LEGAL RIGHTS

Nothing in these Conditions of Sale shall be deemed to affect the statutory rights of a Consumer.