

THE MONTE HOSPITAL LIMITED

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 Goods from the Company.

Contract: the contract of sale between the Company and the Customer.

Goods: 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. 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 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) Where the goods are to be exported from the UK the Customer shall be responsible for complying with any legislation or regulations governing the importation of the goods into the country of destination and for the payment of any import duties.

(c) Goods correctly supplied may be returned to the Company for credit, carriage paid and in 'as delivered' condition, by prior written arrangement with the Company within 28 days of delivery of such goods.

(d) The Company will not accept the return of goods for credit, for whatever reason, at any time after 28 days from the date of delivery to the Customer.

6. CHANGES AND CANCELLATIONS

To change or cancel all or part of an order you have placed with The Monte Hospital Limited you must contact us by email (sales@montehospital.com) or by phone (+44 198 584 4850) telling us precisely which items you wish to change or cancel. Every effort will be made to accommodate changes and cancellations as long as your order has not yet been packed or shipped to you. When contacting us to change or cancel an order, please be ready to provide your name, the order number, and your contact information.

If your order has been shipped, it cannot be changed or cancelled. In this case, you can request to return the item(s) for a refund. See **Section 8 - Returns** for more information.

Special order and non-stock items are manufactured or sourced specifically for you and any deposit paid is non-refundable in the event of cancellation.

7. DAMAGE IN TRANSIT

If your parcel shows signs of external damage when it arrives please refuse to accept it and notify us accordingly. If you sign for a damaged parcel we may be unable to make a subsequent claim against the delivery company for transit damage on your behalf. If in doubt you should write 'not inspected' as well as providing a signature for receipt.

8. RETURNED, DAMAGED AND FAULTY GOODS

If you find **damaged or faulty goods** inside your parcel when you open it please notify us **within 48 hours of your delivery** and return the goods to us. If on inspection by us or by the manufacturer of the goods we agree there is damage or a fault we will repair or replace the goods free of charge or, at our discretion, credit your account their value. We will also credit your account with any return postage costs incurred.

If you wish to return **undamaged goods** for credit then you must notify us **within 28 days of delivery** and return them to us. All costs for returning unwanted goods are payable by you. If unwanted goods are received by us in 'as shipped' condition we will credit your account the full original price you paid for the item.

9. 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 delivery** to the Customer.

10. 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 page 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.

11. WARRANTY

Subject to the provisions detailed below, the company warrants all goods supplied by it to be free from defect in material and workmanship for a period of 12 months from the date of delivery. Exceptionally, complete stainless steel exhaust systems are warranted until such time as the car to which they have been fitted is sold or the system is removed from the vehicle.

The Company's sole liability under such warranty shall be limited to repairing, replacing or issuing credit for, at its option, any goods under warranty which are returned to the Company within two weeks of discovery of any defect by the Customer, carriage paid, and which the Company accepts as having been defective in material or 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) In the case of exhaust systems, if new mounting straps approved by the Company were not fitted when the system was first installed.

(e) If the goods supplied by the Company have been used in any form of motor competition.

12. 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.

13. LAW

Unless otherwise agreed in writing the Contract is governed by the laws of England and the Customer will submit to the non-exclusive jurisdiction of the English courts.

14. 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.

15. CLAUSE HEADINGS

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

16. LEGAL RIGHTS

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