



# VEHICLE COMPONENTS



## Terms and Conditions of Trading - Version V1410A

1. In these conditions "PAT" means P.A. Thorpe (Vehicle Components) Limited and "Customer" means the person entering into a contract with PAT
2. **GENERAL**
  - a) The acceptance of PAT's offer includes the acceptance of the following terms and conditions.
  - b) All contracts between PAT and the Customer shall incorporate the following terms and conditions, except to the extent that they may be expressively varied in writing by PAT, no other conditions or terms whatever, whether oral or written, regardless of the date or dates upon which they were sent or exhibited by the customer, shall affect or vary these conditions and / or the terms or conditions upon which the contract is made.
3. **LIMITS OF CONTRACT**
  - a) All offers are made subject to acceptance within 30 days of the date thereof (unless otherwise stated) and subject to the goods and / or electrical equipment being unsold and / or not withdrawn prior to acceptance. All goods and / or electrical equipment are liable to be withdrawn without notice.
  - b) All offers include only such goods and work as specified therein. Drawings, dimensions and weights submitted must be taken to be approximate and do not form part of the contract. All extras and accessories ordered but not specified in our offer with be charged for separately as will the costs of all tests, alterations, additions and other work undertaken at the expense of the customer.
  - c) The customer shall not assign or transfer their rights under any contract subject to these conditions, to any third party without the prior consent in writing from PAT.
  - d) PAT will make every effort to execute all orders at the price quoted at the time of the acceptance, but reserves the right to raise the prices to those ruling at the time of availability for despatch in the event of any increase in the cost of materials, labour or transport or any other cost whether or not of the same nature as aforesaid.
4. **DELIVERY**
  - a) Except otherwise stated Electrical Equipment and goods are offered where lying
  - b) Electrical equipment and goods sold "loaded at site" will be despatched according to the customer's instructions, but the risk in such goods will pass to the customer from the time of loading notwithstanding that title may not have passed in accordance with 10(b) below.
  - c) Electrical equipment and goods sold as "delivered" will be dispatched by any means of transport at PAT's option unless otherwise agreed in writing. All unloading and demurrage charges which may be incurred will be charged to the customer. It is an implied condition that where PAT sell goods "delivered to the customer's premises or site" that adequate facilities exist to for so doing by road and / or rail and for unloading and in the absence of such facilities, PAT's obligations under any contracts shall cease.
  - d) Any packing or protection shall be at the discretion of PAT. All such packaging will be charged to the customer unless specifically included in the quoted price.
5. **TIME FOR DELIVERY**
  - a) Delivery times where given will date from the confirmation by PAT of the order. All delivery times are approximate only. Under no circumstances shall delivery times be or be capable of being made of the essence of the contract.
  - b) PAT will not be liable for any loss, damage, injury or expense either direct or indirect which may be suffered by the customer by reason of late delivery of the electrical equipment or goods from whatsoever cause such late delivery may arise.
6. **LOSS OR DAMAGE IN TRANSIT**
  - a) Goods and Electrical Equipment sold delivered
    - (i) In the event of loss or damage in transit from any cause whatsoever (including caused which might be held to involve fundamental breach of contract) the liability of PAT shall be limited at PAT's option to replacing, repairing the goods or electrical equipment or issuing a credit note. In no circumstances shall PAT be liable for consequential loss
    - (ii) PAT shall not be liable for any such damage as is referred to in paragraph (i) above unless PAT and the carriers are notified in writing of such damage or loss within 10 days of delivery. It is the responsibility of the customer to examine the goods immediately upon receipt.
7. **GUARANTEE**
  - a) Except as is expressly provided in these conditions, PAT are under no liability whatsoever in respect of any loss, damage, injury or expense whatsoever arising from any defect in the goods or electrical equipment (whether or not arising from fundamental breach of contract) and in particular (without prejudice to the generality of the above) PAT shall not be liable for any consequential damage or expense or any loss of profit or any liability incurred to third parties incurred by the customer in consequence of the defects.
  - b) All liabilities in respect of misrepresentation and breach of conditions, warranty and other terms relating to the quality of the goods, electrical equipment or the workmanship, whether expressed, implied or statutory are hereby excluded except and insofar as is contained in this clause.
  - c) **Electrical Equipment reconditioned or rebuilt by PAT and new equipment manufactured by PAT**
    - i) PAT guarantee that subject to fair and normal use it will remain in working order for a period of 12 months from the date of delivery to the customer
    - ii) If the defect is due to design or specification made finished or specified by the customer then this guarantee shall not apply
    - iii) In the event of any defect appearing within the guarantee period in any equipment covered by this guarantee then PAT's liability shall be limited (at PAT's option) to repair any such equipment or issue a credit note against the purchase price provided always that-
      - a) PAT are notified in writing of any fault or dissatisfaction within 7 days
      - b) The equipment is returned to PAT's works carriage paid by the customer and the customer is responsible for all carriage costs if the equipment is returned to the customer under the terms of this guarantee.
      - c) This guarantee will be invalidated by the customer making, causing or allowing to be made any alterations or repairs to the equipment without the written consent of PAT
  - d) **Work carried out to customer equipment**
    - i) PAT undertakes to take responsible care of the customer's equipment whilst it is in the custody of PAT and will make good any loss or damage caused to the equipment through failure to exercise such care provided always in no case shall PAT be liable for consequential loss and that in every case the liability shall be limited to the value of such equipment.
    - ii) PAT undertakes to use reasonable skill, care and materials which to the best of its knowledge are of merchantable quality and free from defects. PAT will make good any defective workmanship or defective materials used by PAT of which PAT shall be notified within a period of 12 months from the completion of work on the equipment by repair or

alternatively (at PAT's option) by the supply of a replacement item or by the credit of any sum paid in respect of the specific work.

**PROVIDED**

- a) That in no case shall PAT be liable for consequential loss and that liability is limited as aforesaid
  - b) The provisions contained in clauses 7(c) (iii) (a), 7(c) (iii) (b) and 7 (c) (iii) (c) shall apply to this sub clause.
- e. **Sales (other equipment)**  
Any other goods or equipment not sold or supplied or rebuilt or reconditioned or manufactured by PAT must be deemed to have been inspected by the customer prior to the date of purchase (whether such inspection shall have taken place or not) and such goods or equipment are sold subject to any deficiencies, defects or imperfections they may have. PAT accepts no liability in respect of any cause whatsoever.
  - f. **Export Sales**  
This guarantee shall not apply to electrical equipment accessories and other articles supplied and delivered by PAT for use outside the UK in which case the customer or his agent must be deemed to have satisfied their self in all respects before dispatch and no claim of any kind can be entertained thereafter unless equipment is returned carriage paid to PAT works by the customer when it will be PAT's sole discretion whether or not any repairs are carried out under the guarantee and the customer shall be responsible for all carriage costs if the equipment is subsequently returned to site.
8. **CANCELLATION AND VARIATION BY THE CUSTOMER**  
Orders accepted by PAT cannot be varied or cancelled without PAT's written consent. PAT reserves the right to make changes to cover the cost incurred by PAT at the date of cancellation or variation on the customer's part.
  9. **CANCELLATION BY PAT**
    - a) If owing to hostilities (whether war had been declared or not) Government restrictions, strikes, riots or civil commotion, difficulty or inability to obtain suitable raw materials, devaluation, major movements in international exchange rates, force majeure or causes of any other nature beyond PAT's reasonable control. PAT shall have the right on giving notice in writing to cancel the order of any undelivered balance of the order.
    - b) Notice as aforesaid shall be deemed to have been received by the customer 48 hours after the same has been posted in a first class prepaid ordinary letter addressed to the customer at its last known address.
    - c) In the event of cancellation under this clause the customer shall not be entitled to make any claim arising from such cancellation other than a refund (without interest) of any advance payment made or a reasonable proportion thereof in respect of the cancellation of part of such order as the case may be.
  10. **PAYMENT**
    - a) Unless otherwise agreed in writing, the following terms will apply:
      - i) Net cash with order or
      - ii) In approved cases payment should be made within 30 days from the date of the invoice
    - b) The ownership of the goods sold shall not pass to the customer until he has paid all that is due to PAT no matter on what grounds. Until such time the customer shall keep the goods as bailee and trustee for PAT notwithstanding the above.
      - i) The customer shall be entitled to sell the goods to third parties in the normal carrying on of his business on condition that any sum due to the customer under that sale be held on trust to PAT and the customer will, if requested by PAT transfer to PAT the benefit of such sale
      - ii) The customer may utilise the goods as component parts in any manufacturing process in which he is engaged or otherwise deals with the goods as if he had absolute title to the same, but ownership of and title to the goods will thereafter transfer from the goods sold to the finished product, and the finished product will remain the property of PAT until payment for the goods in made in full to PAT. In the event of the sale of the finished product by the customer, to which PAT hereby consents, any sum due to the customer under that sale shall be held on trust for PAT and the customer will if requested by PAT transfer to PAT the benefit of such sale.
- For the avoidance of doubt it is declared that the goods are at the customer's risk from time of delivery.
- c) PAT shall have a general lien on all goods and property of the customer in its possession until payment is made in full and shall be entitled on the expiration of 14 days notice to dispose of such goods or property as it thinks fit and apply any proceeds towards such debts
  - d) No disputes as to quality or performance of the goods or services shall entitle the customer to delay payment unless the company shall agree liability thereon in an agreed sum or shall have been found liable by a court of competent jurisdiction.
  - e) The customer shall not delay payment on any invoice due to incorrect entries or additions unless PAT is advised in writing within 10 days of invoice date.
  - f) In the event of the customer failing to comply with PAT's terms of payment PAT (without prejudice to any legal rights of action) reserve the right without notice to discontinue forthwith the provision to the customer of any further goods or services.
  - g) PAT reserve the right to charge interest (without notice) on any overdue amounts at 2% above the Bank of England minimum lending rate, for the time being on a daily basis and compounded with 3 monthly rests.
11. **GOODS OFFERED WHICH ARE NOT PAT'S OWN PROPERTY**
    - a) Any information supplied by PAT concerning the location and other matters in respect of goods and equipment offered for sale by PAT but which are not PAT's property is given on the understanding that the customer will not make a direct approach to purchase the goods and equipment through the owners but will purchase them through PAT.
    - b) The customer agrees not to make any direct approach to the true owner and undertakes to reimburse PAT in respect of any loss of commission or other loss which may result to PAT thereof.
  12. **ENGLISH LAW**  
Unless otherwise agreed in writing the contract shall in all respects be construed and operate as an English contract and in conformity with English law.

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