

Terms and Conditions

1. General

1.1 These terms and conditions together tell you the basis on which we will supply to you our goods ("Goods") and services ("Services"). Please read these terms carefully before ordering any Goods or Services from us. By ordering Goods or Services, you agree to be bound by these terms.

We recommend that you retain a copy of this document for you records

2. About us

2.1 Goods and Services are provided by Northants Auto Parts & Service Limited ("we/us/our").

2.2 We are registered in England and Wales and have our registered office and main trading address at Harvey Reeves Road, Northampton, NN5 5JR

2.3 Our company number is 1556190 and our VAT registration is 336 2722 65

3. How the Contract is formed between You and Us

3.1 By placing an order with us, you warrant that you purchase Goods and Services in the course of a business, trade or profession ("Business Customer") and are legally capable of entering into binding contracts.

3.2 The information you provide to us during the process of placing an order for Goods and/or Services is accurate, complete and not misleading.

3.3 The terms and conditions apply to all sales of Goods and/or Services provided by us to you and each order for Goods and/or Services by you to us will be deemed to be an offer by you to purchase Goods and/or Services subject to these terms.

3.4 Each order placed by you to us for Goods and/or Services and accepted by us will constitute a separate contract.

3.5 You must ensure the terms of your order and any applicable specifications are complete and accurate.

3.6 These terms will be incorporated into the Contract to the exclusion of all other terms and conditions. They supersede all prior dealings, negotiations, representations or agreements between us in respect of the subject-matter of the contract whether written or oral.

3.7 No variation or amendment of this contract will be valid unless in writing and signed by you and our authorised representative.

4. Goods and Services

4.1 All specifications, drawings, descriptions and illustrations provided are intended only to present a general idea of the Goods and Services described in them.

4.2 We reserve the right to deliver or install Goods of a modified design provided the difference does not make the goods unsuitable for any purpose you have made known to us.

4.3 Technical specifications are approximations unless specifically stated otherwise.

5. Prices

5.1 Any price quoted for Goods and Services is exclusive of V.A.T. unless stated otherwise.

5.2 The prices of the Goods or Services will be as quoted in writing including tax and emails except in cases of obvious error. We are under no obligation to provide Goods or Services to you at an incorrect, lower price, even after we have acknowledged your order or despatched the Goods or started performance of the Services, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as mis-pricing.

5.3 Unless otherwise specified, prices quoted will not include delivery. If delivery is required the cost of this will be specified at the time of quotation.

6. Payment

6.1 If you hold a credit account with us, payment of invoice shall be made in full to us, without deductions or set-off in accordance with the payment terms notified to you, or if no such terms are advised no later than the 30th day following the date of invoice. You guarantee your creditworthiness in placing an order. If after confirmation of the order by us, doubts arise as to your creditworthiness, then all payments will become due immediately unless adequate security can be offered by you.

6.2 Where you do not hold a credit account with us, payment of invoices will be made in full to us without deductions or set-off in cash/guaranteed cheque/credit or debit card when the order is collected, or if a special part is to be ordered, prior to us ordering the part.

6.3 We reserve the right to charge a credit card surcharge if you elect to pay us by credit card.

6.4 Without prejudice to any other rights that we may have (including the right to suspend any further deliveries or installation), if you fail to pay the invoice price by the due date we may charge you interest on any overdue amount from the date of which the payment was due to that on which it was made (whether before or after judgement) on a daily basis in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and reimburse to us all costs and expenses (including legal costs) incurred in the collection of any overdue amount.

6.5 In the event of a cheque not being cleared by our bank and being represented or returned to the drawer, we may charge a fee of £25 for each cheque so returned to cover bank charges and administration costs.

7. Delivery

7.1 Customers will generally be expected to collect goods or to make arrangements for their collection.

7.2 Where agreed with customers goods will be delivered by us in our own transport or by other modes of transport at our discretion.

7.3 Time of delivery will not be of the essence and any delivery date/time is an estimate only. We will use all reasonable endeavours to avoid late deliveries. You will have the right to cancel any order without liability to us if delivery is more than 30 days late.

7.4 The quantity of any consignment of Goods as recorded by us upon despatch from our place of business will be conclusive evidence of the quantity received by you on delivery unless you can provide conclusive evidence proving the contrary.

7.5 Our liability for non-delivery of Goods will be limited to, at our discretion, replacing the Goods within a reasonable time, issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods or a refund of the purchase price paid.

8. Risk and Title

8.1 Risk in Goods passes when they are delivered to you.

8.2 You will insure the Goods against theft or any damage however caused until their price has been paid in full.

8.3 For the purpose of section 12 of the sale of Goods Act 1979 we will transfer only such title or rights in respect of the Goods as we have and if the Goods are purchased from a third party will transfer only such title or rights as that party has transferred to us.

8.4 Notwithstanding the above, passing of title in the Goods will remain with us and will not pass to you until the amount due under the invoice for them or any other outstanding invoice from us to you (including interest and costs) has been paid in full.

8.5 We may maintain an action for the price of any Goods not withstanding that title in them has not passed to you.

8.6 You may resell the Goods before ownership has passed to you solely on the following basis:

8.6.1 any sale will be effected in the ordinary course of your business at full market value; and

8.6.2 any such sale will be a sale of our property on your own behalf and you will deal as principal in making such a sale.

8.7 Your right to possession of the goods will terminate immediately if:

8.7.1 you (being an individual) have a bankruptcy order made against you or make an arrangement or composition with your creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convene a meeting of creditors (whether formal or informal), or enter into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purposes only of reconstruction or amalgamation, or have a receiver and or manager, administrator or administrative receiver appointed of your undertaking or any part thereof, or a resolution is passed or a petition presented to any court for your winding up or for the granting of an administrative order in respect of you, or any proceedings are commenced relating to your insolvency in any jurisdiction; or

8.7.2 you suffer or allow any execution, whether legal or equitable, to be levied on your property or obtained against you, or fail to observe/perform any of your obligations under the Contract or any other contract between us and you, or are unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 or you cease to trade; or

8.7.3 you encumber or in any way charge any of the Goods; or

8.7.4 anything analogous to the foregoing occurs in any other jurisdiction.

9. Warranty

9.1 Each of the Goods are supplied with the benefit of a warranty given by the goods manufacturer's (details of which will be provided with the Goods or otherwise on request ("the Warranty")) provided that you comply with the conditions set out in the following paragraph as well as any provided with the Warranty ("Warranty Conditions").

9.2 If goods become faulty during the period of Warranty for reasons unconnected with your acts, omissions or misuse of the Goods, you must return such Goods to us. We will repair or (at our option) replace such Goods with the same or superior Goods, without charge. If Goods become faulty after expiry of the Warranty, and you request that we repair or replace such Goods, then we shall charge our then standard price for such repair or replacement.

10. Exchange Unit Surcharges

10.1 Where service exchange units are purchased, you will be invoiced with a sum referred to as a "surcharge" which is in respect of the old unit that you may return to us. If the old unit is returned within 7 days from delivery date a credit note will be issued by us in respect of the "surcharge".

11. Services

11.1 We will perform the Services with reasonable care and skill.

11.2 If we fail to perform the Services with reasonable care and skill, or at all, then your sole remedy will be the re-performance of those Services by us.

11.3 Any timescales given by us to you in respect of the performance of the Services are approximate only.

12. On-site Work

12.1 Where agreed we will carry out installation work at your premises. It is your responsibility to ensure that a safe working environment is provided, and our staff are informed of all Health and Safety (H&S) issues that are relevant to their safe working.

12.2 You will provide free of charge an electricity supply suitable for power tools, washroom facilities and a first aid box which must include an eye wash station.

12.3 Where appropriate you will provide H&S induction training for the site and advise us in advance of the personal protective equipment (PPE) our staff will be expected to wear while working on-site.

13. Limitation of Liability

13.1 Subject to the provisions for these terms, the following provisions set out the entire financial liability of us (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you in respect of:

13.1.1 any breach of these terms; and

13.1.2 any representation, statement or tortious act or omission including negligence arising in or in connection with the Contract.

13.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979 (as amended)) are, to the fullest extent permitted by law, excluded from the Contract.

13.3 Nothing in these terms excludes or limits our liability:

13.3.1 for death or personal injury caused by our negligence under section 2(3) of the Consumer Protection Act 1987;

13.3.2 for fraud or fraudulent misrepresentation; or for any other matter which it would be illegal for us to exclude, or attempt to exclude, our liability.

13.4 Subject to the above we will not be liable to you for:

13.4.1 any indirect or consequential, special or punitive loss, damage, costs or expenses;

13.4.2 loss of profit;

13.4.3 loss of business;

13.4.4 loss of income or revenue;

13.4.5 loss or corruption of or damage to data;

13.4.6 waste of management or office time; or depletion of goodwill.

13.5 Subject to the above, our total liability to you under or connected with these terms will not exceed 125% (one hundred and twenty five per cent) of the price payable for the Goods and/or Services or in any one event or series of connected events.

14. Termination and Suspension

14.1 We may at our discretion suspend or terminate the supply of any Goods or Services if you fail to make any payment when and as due or otherwise default in your obligations under the contract or any other agreement with us or if any of the events listed in clause 8.7 occur.

14.2 On the termination of the Contract for any reason:

14.2.1 we will not be obliged to supply any Goods and Services ordered by you unless already paid for; and

14.2.2 all payments payable to us under the Contract will become due immediately upon termination of this Contract despite any other provision.

14.2.3 The Termination of this Contract will not affect the respective rights and liabilities of each of the parties thereto which accrued prior to such termination nor any provisions which either expressly or impliedly are to remain in operation after termination.

14.2.4 Orders accepted by us are cancellable only at our discretion and we may charge for all work carried out or expenses incurred in relation to the order before our acceptance of cancellation.

15. Force Majeure

15.1 We will not be liable for any failure in the performance of any of our obligations under the Contract caused by factors outside our control.

16. Law and Jurisdiction

16.1 This contract will be governed by English law and you consent to the non-exclusive jurisdiction of the English courts in all matters regarding it.

