

TERMS AND CONDITIONS

KAR UK

1. GENERAL

- a) In these conditions "the Company" means K.A.R. (U.K.).
- b) These conditions shall govern all sales of the Company to the exclusion of any inconsistent terms or conditions proposed by the customer.

2. PRICE

- a) The price of the goods excludes V.A.T. which shall be charged at the rate applicable at the date of invoice.
- b) The price of the goods does not include carriage charges.
- c) Prices quoted are subject to alteration without prior notice to conform with those ruling at the time of dispatch.

3. DESPATCH

- a) The Company will do its best to comply with any date of dispatch but will not accept any liability for non-delivery by the stated date.
- b) Any goods dispatched in error shall be returned in good condition to the Company by the customer at which time the Company will credit the customer in full.
- c) If the customer does not return the goods within fourteen days they will have deemed to accept them and payment will become due.

4. LOSS OR DAMAGE IN TRANSIT

- a) The Company shall accept no liability for loss or damage unless:
 - i) The customer shall notify the Company, in writing, within five days of any damage to the goods, caused in transit.
 - ii) The customer shall notify the Company, in writing, within fourteen days of order, if the goods have not been delivered.

5. TITLE AND RISK

- a) The risk in the goods shall pass to the customer upon delivery or collection of the goods.
- b) TITLE IN THE GOODS SHALL NOT PASS TO THE CUSTOMER UNTIL THE CUSTOMER HAS PAID TO THE COMPANY ALL SUMS DUE, HOWSOEVER ARISING.
- c) Until title to the goods has passed to the customer, the goods shall be held by the customer in a fiduciary capacity for the Company and shall be stored in such a way they are identifiable as the property of the Company.
- d) The customer shall not permit or suffer any lien, charge or incumbrance to arise in respect of the goods.
- e) Where title in the goods has not passed to the customer the Company shall be entitled to require the return of the goods and/or to repossess the same and shall be entitled to sell the same to ensure that the sums then due are discharged together with any costs involved in repossessing and selling the goods.
- f) If the goods, or any part of the goods are incorporated in or used as materials for any other product, the property and the whole of that product shall be vested in the Company until full payment has been made.

6. LIABILITY

- a) The customer acknowledges that the Company is not a manufacturing company but merely acts as a wholesaler and is therefore not responsible for the manufacture of any goods sold.
- b) Therefore where the customer is not dealing as a consumer as defined by the Unfair Contract Terms Act 1977 or where the sale is not a consumer sale as defined by the Sale of Goods Act 1979 the Company's liability shall be limited to and shall not exceed the liability of the supplier/ manufacturer to the Company with the intent that the Company itself shall not be liable for any sum which it cannot recover (and has not first recovered) from its supplier/manufacturer.
- c) If within the guarantee period (if any) recognised by the Company's supplier/ manufacturer the goods are proved to be defective in workmanship, materials or design the Company will at its option replace, repair or refund the price of the goods concerned.

7. TERMS OF PAYMENT

- a) THE COMPANY HAS A MINIMUM INVOICE CHARGE OF £100.00 EXCLUDING CARRIAGE AND V.A.T. ANY ORDER OF LESS THAN THIS AMOUNT MAY BE INVOICED AT £100.00 PLUS CARRIAGE AND V.A.T.
- b) Monthly credit accounts are due payable not later than the last day of the month following the month in which the goods were dispatched.
- c) The Company shall be entitled to interest on any part of the invoice not paid by its due date from the date until payment at the rate of 3% per annum above the minimum lending rate of National Westminster Bank PLC.

8. LAW

These conditions and each contract made shall be governed by English Law for all purposes.

