

STANDARD TERMS & CONDITIONS FOR THE SALE OF GOODS

Impex Parts Ltd, Unit 8, United Business Park, Lowfields Road, Leeds LS12 6UB, West Yorkshire, England

1. INTERPRETATION

1.1 In these Conditions:-

'Buyer' means the person(s) or company whose order for parts is accepted by IMPEX PARTS;

'Conditions' means the standard terms and conditions of sale set out in this document.

'Contract' means the contract between IMPEX PARTS and the Buyer for the sale and purchase of the Parts;

'Manufacturer' means the manufacturer of any parts which IMPEX PARTS is to supply;

'Parts' means any parts which IMPEX PARTS is to supply to the Buyer (including any of them or part of them);

'IMPEX PARTS' is (registered in England and Wales) under number (3603277)

2. FORMATIONS

These Conditions form part of the Contract to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order or similar document). All orders from the Buyer for Parts shall be deemed to be an offer by the Buyer to purchase Parts subject to these Conditions.

3. TITLE

3.1 The property in the Parts (both legal and equitable) shall not pass to the Buyer until IMPEX PARTS has received in full (in cash or cleared funds):

- 3.1.1 the price for the Parts plus all carriage, Insurance duties and value added tax payable in connection with the Parts and their delivery; and
- 3.1.2 all other sums (whether payable under the Contract or not) which are or will afterwards become due or owing from the Buyer to IMPEX PARTS.

3.2 Until the property in the Parts has passed to the Buyer, the Buyer shall:

- 3.2.1 hold the Parts on a fiduciary basis as IMPEX PARTS's bailee;
- 3.2.2 store the Parts (at no cost to IMPEX PARTS) separately from all other goods of the Buyer or third parties and identify them as IMPEX PARTS property;
- 3.2.3 not destroy or deface any identifying mark on the Parts or their packaging.

3.3 At any time before the property in the Parts has passed to the Buyer IMPEX PARTS may by written notice end the Buyer's right to use and sell the Parts and the Buyer shall immediately return the Parts to IMPEX PARTS (at the Buyer's cost). After giving such notice the Buyer shall no longer be in possession of the Parts with the consent of IMPEX PARTS and IMPEX PARTS and/or its representative(s) may enter any premises where the Parts are or are reasonably believed to be and remove the Parts.

3.4 Nothing in the Condition 3 shall change the Buyers obligation to pay for the Parts.

4. PAYMENT

4.1 Payment must be made with order unless the Buyer has approved credit terms with IMPEX PARTS.

4.2 IMPEX PARTS will only grant credit facilities after the Buyer has completed IMPEX PARTS's application form and IMPEX PARTS has reviewed the Buyer's references. Credit accounts will be reviewed from time to time and may be discontinued when they are trading with less than £100 per month. IMPEX PARTS reserves the right to withdraw the Buyers credit facilities at any time. Accounts may only be reopened on application by the Buyer.

4.3 Payment of the price for the Parts is due on the 20th day of the month following the month in which the Parts are received by the Buyer.

4.4 Time for payment shall be of the essence.

4.5 No payment shall be deemed to have been received until IMPEX PARTS has received cleared funds.

4.6 If the Buyer fails to make any payment under the Contract on the due date then (without prejudice to its other rights and remedies) IMPEX PARTS may charge the Buyer interest (both before and after judgement) on the amount unpaid at the monthly rate of 3% calculated on a daily basis from time to time until payment is made in full.

5. RETURN OF PARTS

5.1 Specially procured parts which IMPEX PARTS does not stock cannot be returned by the Buyer.

5.2 Credit will only be given on returned Parts (either as a credit note or refund) if approval has been obtained from IMPEX PARTS Management and IMPEX PARTS has issued official credit documentation.

5.3 If currently supplied parts are returned more than 5 days after purchase then a handling charge of 15% of the price of the parts will be payable by the Buyer.

5.4 IMPEX PARTS will not allow credit on surcharges unless the Buyer returns the parts within 14 days of purchase.

5.5 IMPEX PARTS cannot always guarantee that replacement parts originate from the vehicle manufacturer.

6. BREACH OF TERMS

6.1 Failure by the Buyer to comply with the conditions will result in:

- 6.1.1 the immediate withdrawal of IMPEX PARTS credit facility; and
- 6.1.2 outstanding sums due to IMPEX PARTS becoming immediately due and payable by the Buyer, together with IMPEX PARTS cost of collection of the part.

6.2 If the Buyer fails to satisfy Condition 6.1.2. IMPEX PARTS will instigate legal proceedings to recover all costs due including an additional £25 for IMPEX PARTS's legal fees in the action.

7. MANUFACTURER'S TERMS

7.1 Terms contained in the Manufacturer's conditions of sale will apply equally in this Contract as if they were IMPEX PARTS's instead of the manufacturer's. However, IMPEX PARTS's Conditions must prevail.

7.2 Manufacturers parts identification codes are used for reference only.

8. SEVERANCE

8.1 Any provision of the Contract which is held by any competent authority to be invalid, void, voidable or unenforceable (in whole or in part) shall to the extent of such invalidity, voidness, voidability or unenforceability be deemed severable and the other provisions of the Contract and the remainder of such provision shall not be affected.

9. LAW & JURISDICTION

9.1 The contract shall be governed and construed in accordance with English law and the Buyer submits to the jurisdiction of the English Courts.