

TERMS AND CONDITIONS

1. DEFINITIONS

“Buyer”	Customer.
“Seller”	SAE Limited T/A Sahib’s Auto Electric.
“Goods”	Means the articles or things or any of them described in the order.
“Specification”	Means a technical description, if any, of the goods contained or referred to in the order.
“Order”	Means the Order placed by the Buyer for the supply of goods.

2. GENERAL

- (a) All manufacturers names, reference numbers and symbols are used as guidance only.
- (b) Every effort has been made to ensure that the goods described in the catalogues are accurate, but no warranty or responsibility will be accepted for any discrepancies or any other resulting damage.

3. BUYERS ORDER

- (a) These items and conditions apply to all contracts of sale by the Seller unless varied in writing by authorised representatives of the parties. The placing of an order for goods (and/or services) quotes herein and/or acceptance of such goods (and/or services) shall be deemed to be acceptable to these conditions and notwithstanding any other conditions which may be set out in or referred to in any invitation to quote in any order.
- (b) These terms and conditions alone are the terms and conditions of the agreement between the parties and supersede all prior dealings, negotiations, representations or agreements whether written or oral expressed or implied. No variation of or addition to these terms and conditions shall be effective unless in writing signed by authorised representatives of the parties.

4. PAYMENT

When a monthly account has been granted to the buyer in writing all invoices must be settled by the 25th of each month. All goods remain the property of SAE Limited trading as Sahib’s Auto Electric until payment is received in full. Where these facilities are exceeded the Seller shall be entitled to charge interest on the amount overdue at a rate of 4% as per the Barclays Bank Plc, calculated on a day to day basis. This shall be without prejudice to any other rights or remedies of the seller. Any legal charges in the recovery of money or items will be paid by the Buyer.

5. DELIVERY AND ACCEPTANCE OF DELIVERY

(a) Delivery

Suggested delivery dates and promises of delivery made in good faith and every effort will be made to keep to

delivery dates given but time and place of delivery shall not be the essence of this contract and the Seller shall not be liable for any loss caused through delay or failure to deliver.

(b) Acceptance of delivery

If the Buyer fails to take delivery of the goods or any part of thereof at the time agreed for delivery then the Seller shall be entitled to cancel or suspend such delivery and all other outstanding deliveries and to charge the buyer with loss suffered.

6. RETURNS

(a) Written Consent

Goods ordered in error by the buyer may be returned subject to the following conditions:

- i) Written consent by the seller must first be obtained within 3 days.
- ii) The goods must be in a saleable condition and returned within 14 days from the date of despatch by the Buyer.

(b) Handling charge

Returned goods will be credited at the price invoiced to the Buyer less a handling charge at a rate for the time being in force at the date of return.

(c) General Returns

The Buyer wishing to return goods other than those ordered in error must negotiate with the Seller and obtain the Seller’s written consent. Minimum handling charge on returned goods 20%. No refunds available on goods specially ordered.

- (c) All parts returned as faulty have to be returned to the manufacturer before a decision can be made.

7. DAMAGE

- (a) The Seller does not accept responsibility for any damage, shortage or loss of transit unless:

i) Notification – Damage, loss in transit, or shortages is notified to seller:

- 1) within 7 days where delivery is made by the Seller’s own transport or
- 2) within 3 days of receipt of goods carried by any other carriers. The carriers receipt should be endorsed accordingly and a copy sent to the Seller at the time of notification.

ii) Claims - Non-delivery (total loss) is notified to the Seller within 10 days of the date of dispatch.

(b) General Claims

All other claims must be notified within 30 days of receipt of goods in absence of notification of claims within the periods aforementioned the goods shall be deemed to have been delivered in accordance with the Contract.

(c) Warranty

i) The invoice value of any goods supplied by the seller and subsequently agreed by the Seller to be defective in design, materials or workmanship will be replaced or credited to the Buyer.

ii) Where the Purchaser is a person dealing as a consumer there is to be implied in this contract the conditions and warranties contained in Section 13, 14 and 15 of the Sales of Goods Acts 1979. The statutory rights of the Consumer are not affected.

iii) Save as provided in this clause all representations, warranties or other conditions express or implied statutory or otherwise as expressly excluded.

iv) Alternators, Starters and Dynamos

All reconditioned units are guaranteed for a period of six months from the date of sale, without damages. These units are considered invalid if the manufacturers seal is tampered with or subsequently any other component is removed, misused, fitting faults (ie broken brackets or terminals) or any other damage incurred while fitting. We take no responsibility for the recovery of any vehicle whatsoever, therefore all recovered vehicles must be brought to SAE Limited trading as Sahib’s Auto Electric for examination.

v) Batteries

All batteries returned for replacement must be examined for a minimum period of three hours. If found faulty, a replacement will be made. The guarantee is also void if terminals are broken, misused or if batteries are cracked.

8. CONSEQUENTIAL LOSS

Notwithstanding anything contained herein and except only as specified in the Warrant Clause 7 (c), the Seller shall not be liable, under any circumstances, for the loss of profit, use of goodwill or for delay in delivery or for any direct or indirect or consequential loss of any kind whatsoever whether caused by negligence or otherwise howsoever and all conditions and warranties whether expressed or implied are hereby excluded save only those which by statute may be excluded.

9. LAW

These conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of England.