

## Terms and Conditions Of Business

Within these terms and conditions, we Sheriffmill Motor Company Ltd by whom this form is used. The customer shall mean the person, body or company on whose behalf all servicing and repair work or supply of is undertaken.

1. Any estimates given by us shall be provisional. We will seek the authority of customer by any substantial divergence from the estimate.
2. We have the right:-
  - a) Carry out such extra work, being associated to work authorised, as may seem to be reasonably necessary.
  - b) To sub-contract work as we consider necessary.
  - c) If, after the date of any contract made subject to these conditions of business before payment is made by the Customer, the recommended list prices of the manufacturer for any work carried out or parts supplied shall rise accordingly notwithstanding the terms of any estimate or quotation we may have given.
3. In addition to and without prejudice to the lien for repairs/parts a general lien is on the vehicle is hereby given to us in respect of all claims and accounts accrued or accruing against the Customer.

#### 4. GUARANTEE

Where the company has carried out repairs or supplied materials then upon the Customer notifying the Company of any defect in materials or workmanship within 14 days of completion of the repairs or supply of the materials, the company will, on return, within a further 7 days of the Customer giving such notice, of the defective parts or its works, carriage paid, examine the same and should any fault due to the defective materials or workmanship be found on examination, the Company will repair such defective parts subject to the following conditions:

- a) The Customer shall be responsible for all labour charges for removing and replacing the defective parts
- b) That this guarantee is given to the customer for whom the Company originally undertook the work or material supply for the materials and shall not be assigned or transferred to any other person, firm or legal entity.
- c) That the Company shall NOT be answerable for any personal injuries or Consequential or Resulting Liability, damage or loss arising from any defects, in workmanship or part materials supplied.
- d) That the company shall not be liable for any defects due to wear and tear, accident, improper use, misuse, the use of dirty or unsuitable oil, bad filters, dirt and neglect or interference with the vehicle or any part thereof without the company's consent.
- e) That the company will not be responsible for parts supplied, repaired or fitted by the Customer or a 3<sup>rd</sup> party.
- f) The Company's decision on all cases of claim under this guarantee shall be final and conclusive and the Customer shall accept its decision on all questions arising hereunder.
- g) This guarantee is in lieu of and excludes all conditions, warranties and liabilities whether express or implied other than those in mandatory law.
- h) NOTE: no responsibility can be undertaken for failure arising on any vehicle engaged in racing, pace making, speed trials or tuition purposes.

5. The Customer agrees that we may (but need not) give up the vehicle to any person offering such other evidence of the right to receive the vehicle as we may deem satisfactory but that we shall be under no liability if we do give up the vehicle as aforesaid.

6. We and our servants/agents are expressly authorised by the Customer to use the vehicle or vehicles referred to overleaf on the highway and elsewhere for all purposes in connection with service and repair thereof.

7. PAYMENT:

Unless the Customer has opened a credit account with us, all our charges must be paid in full before the vehicle/parts are handed back to the Customer. Payment for authorised accounts is due by the end of the following month from date of invoice. The Company strictly enforces this rule and retains the right to charge 2% per month interest on accounts not settled by due date stated.

8. Vehicles must be collected from our premises within 7 days of the customer being notified of completion of the work undertaken thereon, failing which we will be entitled to charge for storage. If a vehicle remains uncollected for 3 months after such advice we shall be entitled, upon giving 7 days' notice by registered letter to the Customer at the address given by the person, to sell the vehicle by auction or by private treaty and to appropriate from the proceeds of such sale the amount due from the customer. The balance, if any, shall be paid to the customer if demanded within the subsequent year.

9. All contracts with us shall be binding only if made in writing and shall be subject to these conditions of business and no other. A contract shall exist when an order from has been signed by or on behalf of the Customer.

10. If in our reasonable opinion the operations ordered to be carried out by the customer cannot be carried out without the vehicle or any part thereof being washed or otherwise cleaned, the cost of such washing or cleaning shall be chargeable to the Customer as if the same had been specifically ordered by him.

11. If the customer becomes bankrupt or insolvent or made any arrangement with creditors suffer a receiver of his effects to be appointed or being a body corporate enters into liquidation other than for the purpose of amalgamation or reconstruction we have the right to terminate any agreement with the Customer subject to these conditions and shall henceforth cease to have any further obligation under the contract and the price for all work done and goods and services rendered by us shall immediately become payable.

12. All parts removed by us in the course of the repair shall, if not claimed by the customer within two weeks after the completion of the repair, be deemed to be wholly abandoned to us and they shall become our absolute property accordingly.

13. No variations of these terms will bind us unless made in writing signed by our duly authorised manager.

14. Old units must be returned within 14 days for refund of surcharge. Failed warranty items must be returned within 14 days of issue.

15. PLEASE NOTE: That a 15% handling charge will be made on all materials we have agreed to accept for credit against orders which have been correctly executed.

16. CONSUMER TRANSACTIONS

Nothing herein contained is intended to affect, nor will it affect, a consumer's statutory rights under the Sale of goods act 1893 as amended by the Supply of Goods (Implied Terms) Act 1973 or the Unfair Contract Terms Act 1977.