

Perfection Alloys Ltd trading as Perfection Group

Trading Terms and conditions

GENERAL INFORMATION

Any contract ("Contract") between Perfection Alloys Ltd and any person(s), firm or company ("Customer") for the sale and purchase of any products or services which Perfection Alloys Ltd supplies to the Customer (including any of them or any part of them) ("Products") will be upon these Terms and Conditions to the exclusion of all other terms and conditions and all previous oral or written representations, including without limitation any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order or similar document, whether or not such document is referred to in the Contract.

Each order, request to buy or acceptance of a quotation for Products by the Customer will be deemed to be an offer by the Customer to purchase Products upon these Terms and Conditions. The Contract is formed when the Customer's offer to purchase is accepted by Perfection Alloys, as evidenced by a valid sales receipt/invoice or other written acceptance of the Customer's offer. No contract will come into existence until a valid sales receipt , invoice or written acceptance of order is issued by Perfection Alloys Ltd. In any event, acceptance of delivery of the Products will be deemed conclusive evidence of the Customer's acceptance of these Terms and Conditions.

THE PRODUCTS AND SERVICES

The description and specification of the Products or Services will be as set out in the descriptive matter agreed verbally before any products or Services are entered. All samples, drawings, descriptive matter, specifications and advertising issued by Perfection Alloys Ltd and any descriptions or illustrations contained in Perfection Alloys' or manufacturer's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Products or Services represented by or described in them. They will not form part of the Contract and this is not a sale by sample.

Perfection Alloys Ltd may make any changes to the specification, design, materials or finishes of the Products or Services which are required to conform with any applicable safety or other statutory or regulatory requirements or do not materially affect their quality.

DELIVERY AND SERVICES COMMENCEMENT

Unless agreed otherwise by Perfection Alloys Ltd in writing, the Customer will take delivery of the Products or Services at the point of sale.

Where Perfection Alloys Ltd has agreed in writing to deliver the Products or commence it's Services to the location requested by the Customer, Perfection Alloys Ltd will use reasonable endeavors to deliver each of the Products or Services within any time agreed with the Customer and, if no time is agreed, then within a reasonable time, but the time of delivery or commencement will not be of the essence. If, despite those endeavors, Perfection Alloys Ltd is unable for any reason to fulfil any delivery or Service commencement on the specified date or within a reasonable time, then Perfection Alloys Ltd

will be deemed not to be in breach of this Contract, nor (for the avoidance of doubt) will Perfection Alloys Ltd have any liability to the Customer for any loss howsoever caused (including as a result of negligence). Any delay in delivery/service commencement will not entitle the Customer to cancel the Contract unless and until the Customer has given 14 days' written notice to Perfection Alloys Ltd requiring delivery to be made and Perfection Alloys Ltd has not fulfilled delivery within that period.

The Customer will provide at its expense at the adequate and appropriate equipment and manual labour for off-loading the products or moving vehicles on site where required.

If the Customer fails to take delivery of any of the Products or Services when they are ready for delivery or and commencement or to provide any instructions, documents, licences or authorisations required to enable the Products or Services to be delivered and or commenced, the Products or Services will be deemed to have been delivered/commenced on the due date and (without prejudice to its other rights) Perfection Alloys Ltd may store or arrange for storage of the Products or delay any Services until actual delivery/commencement date has been agreed, Perfection Alloys Ltd may charge the Customer for all related costs and expenses (including, without limitation, storage and insurance).

Perfection Alloys Ltd may deliver the Products or Services by separate instalments. Each separate instalment will be invoiced and paid for in accordance with the provisions of the Contract. Each instalment will be a separate Contract and no cancellation or termination of any one Contract relating to an instalment will entitle the Customer to repudiate or cancel any other Contract or instalment.

Perfection Group reserve the right to charge an administrative fee of £10 + vat per day for vehicles that exceeded the agreed estimated collection date.

PRICING AND PAYMENTS

The price for the Products or Services will be the price agreed before any Products or Services are entered into.

Any catalogue or website as applicable (provided that Perfection Alloys Ltd shall be entitled to vary such price at any time prior to acceptance of the Customer's offer to purchase) and is exclusive of any costs of packaging and delivery of the Products (where applicable) and any value added tax or other applicable sales tax or duty which will be added to the sum in question.

Except where Perfection Alloys Ltd has agreed credit account terms with the Customer in writing in advance, the price of the Product shall payable in full by the Customer at the point of sale with the Customer's offer to Perfection Alloys Ltd to purchase the Products or Services.

Where credit account terms have previously been agreed, Perfection Alloys Ltd may invoice the Customer for the Products or Services on, or at any time after, acceptance by Perfection Alloys Ltd of the Customer's offer to purchase the Products, and payment is due in British pounds sterling 30 days after date of such invoice, provided that all sums payable to Perfection Alloys Ltd under the Contract will become due immediately upon termination of the Contract. Time for payment will be of the essence. Late credit payments to Perfection Alloys Ltd payments will incur a 2% lateness fee.

Except where the Customer is purchasing Products or Services otherwise than in the course of a business ("Consumer"), all payments to be made by the Customer under the Contract will be made in full without any set-off, restriction or condition and without any deduction or withholding for or on account of any counterclaim or any present or future taxes, levies, duties, charges, fees, deductions or withholdings of any nature, unless the Customer is required by law to make any such deduction or withholding.

Perfection Alloys Ltd may appropriate any payment made by the Customer to Perfection Alloys Ltd to such of the invoices for the Products or Services as Perfection Alloys Ltd thinks fit, despite any purported appropriation by the Customer.

RISK / OWNERSHIP

Risk of damage to or loss of the Products or Services will pass to the Customer on sale or where Perfection Alloys Ltd has agreed to deliver the Products or Services, on delivery Ownership of the Products will not pass to the Customer until Perfection Alloys Ltd has received in full (in cash or cleared funds) all sums due to it in respect of the Products and all other sums which are or which become due to Perfection Alloys Ltd from the Customer on any account.

Until ownership of the Products has passed to the Customer, the Customer must:

Hold vehicle details including any order number, registration and services carried out on a fiduciary basis as Perfection Alloys Ltd

Store the products (at no cost to Perfection Alloys Ltd) separately from all other products of the Customer or any third party in such a way that they remain readily identifiable as Perfection Alloy's Ltd property. Not destroy, deface or obscure any identifying mark or packaging on or relating to the Products; and maintain the products in satisfactory condition insured on the Perfection Alloys' Ltd behalf for their full price against all risks to the reasonable satisfaction of Perfection Alloy's Ltd, and will whenever requested by Perfection Alloys produce a copy of the policy of insurance.

The Customer's right to possession of the products will terminate immediately if any of the circumstances set out in our terms and conditions

Perfection Alloys Ltd will be entitled to recover payment for the products notwithstanding that title in any of the products has not passed from Perfection Alloys Ltd.

The Customer grants Perfection Alloys Ltd and its agents/employees an irrevocable license at any time to enter any premises where the products are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them. Where Perfection Alloys Ltd is unable to determine whether any products are the products in respect of which the Customer's right to possession, the Customer will be deemed to have sold all products of the kind sold by Perfection Alloys Ltd to the Customer in the order in which they were invoiced to the Customer.

On termination of the Contract, howsoever caused, Perfection Alloys Ltd' rights contained in this Condition will remain in effect.

Where Perfection Alloys Ltd is not the manufacturer of the products and provides no warranty in relation to the products, however Perfection Alloys do reserve the right to pass on the manufacturer details onto the consumer if applicable. All hard products sold have a manufacturer's warranty, Perfection Alloys Ltd will pass on this warranty to any Customer who proves that they have purchased a product which is damaged or defective

Products or services that have been improperly installed or connected with any maintenance requirements relating to the Products have not been complied with any instructions as to storage or use of the products or services that have not been complied with in all respects the Customer has failed to notify Perfection Alloys Ltd of any defect or suspected defect within 7 days of its receipt of the Product where the defect should be apparent on reasonable inspection, or within 7 days of the same coming to the knowledge of the Customer where the defect is not one which should be apparent on reasonable inspection. Any products which have been replaced will belong to Perfection Alloys. Any repaired or replacement products will be liable to repair or replacement under the terms specified in Condition for the unexpired portion of the relevant warranty period.

Where a refurbished, re-conditioned or second-hand product is sold, Perfection Alloys Ltd will, free of charge, within a period of 3 months from date of purchase of the Products repair, or replace such products which are proved to be damaged or defective by Perfection Alloys Ltd unless any products have been improperly altered in any way whatsoever, or have been subject to misuse or unauthorised repair.

Perfection Alloys Ltd does not exclude its liability (if any) to the Customer for any matter which it would be unlawful for it to exclude or to attempt to exclude its liability.

Perfection Alloys will be under no liability to the Customer whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any injury, death, damage or direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused arising out of or in connection with;

Any of the Products or services, or the sale of any Products or services by Perfection Alloys Ltd, any breach by Perfection Alloys Ltd of any terms of the Contract, any use made or resale by the Customer of any of the Products or any statement made or not made, or advice given or not given, by or on behalf of Perfection Alloys; or otherwise under the Contract.

Perfection Alloys Ltd hereby excludes to the fullest extent permissible in law, all conditions, warranties and stipulations, express (other than those set out in the Contract) or implied, statutory, customary or otherwise which, but for such exclusion, would or might subsist in favour of the Customer.

Perfection Alloys Ltd will, free of charge, offer 12 months warranty for hard goods (Products), (3 months for refurbished, re-conditioned or second-hand Products) from the date of purchase of Products which are proved to be damaged or defective or not comply with the agreed specification due to defects in material, workmanship or design, repair, or at Perfection Alloys Ltd' option replace, such products. On site services (Wheel refurbishment) carry a 6 months warranty against paint defects on painted finishes (Stone damage and kerb damage excluded).

6 Months warranty on diamond turned / Polished finishes against lacquer peel only (stone damage, kerb damage and corrosion excluded).

Painted centre caps are excluded from our warranty.

Any Products which have been replaced will belong to Perfection Alloys Ltd. Any repaired or replacement Products will be liable to repair or replacement or refund under the terms and conditions the unexpired portion of the relevant warranty period. In addition where a Product is sold with the benefit of a manufacturer's warranty, Perfection Alloys will use its reasonable endeavours to pass on the benefit of this warranty to any Customer who proves that they have purchased a Product which is damaged or defective.

This obligation will not apply where the customer or client has improperly altered the Products in any way whatsoever, or has subjected them to misuse or unauthorised repair or been improperly installed or connected (other than by Perfection Alloys Ltd), or the customer has not complied with any maintenance requirement, not complied with any instructions as to storage or use of the Products in all respects; or has failed to notify Perfection Alloys of any problem or suspected problem within 7 days of its receipt of the Product where the problem should be apparent on reasonable inspection, or within 14 days of the Customer becoming aware where the problem is not one which should be apparent on reasonable inspection.

Perfection Alloys Ltd accept no responsibility for any damage to Tramac or similar drives caused by Mechanical equipment such as trolley Jacks, axle stands, vehicle weight or atmospheric weather conditions ie change in temperature etc or any means beyond their control

CONTRACT TERMINATION

If the customer becomes bankrupt, insolvent, has a receiver or administrator appointed in respect of it, is the subject of a winding-up petition or passes a resolution for its winding-up, makes any composition with his creditors, has a receiver appointed under the Mental Health Act 1983 or dies; Has any distraint, execution or other process levied or enforced on any of its property; or ceases to trade. The termination of the Contract howsoever arising is without prejudice to the rights, duties and liabilities of either party accrued prior to termination and will continue to be enforceable notwithstanding termination.

Perfection Alloys Ltd will be entitled to suspend any deliveries or services otherwise due to occur following service of a notice specifying a breach under Condition until either the breach is remedied or the Contract terminates, whichever occurs first.

Perfection Alloys Ltd may by notice in writing served on the Customer terminate the Contract immediately if the Customer is in material breach of any of the terms of the Contract and, where the breach is capable of remedy, the Customer fails to remedy such breach within seven days service of a written notice from Perfection Alloys Ltd. Failure to pay any sums due in accordance with Condition is a material breach of the terms of the Contract which is not capable of remedy.

GENERAL

No failure or delay by either party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy. The Contract is personal to the Customer who may not assign, delegate, license, hold on trust or sub-contract all or any of its rights or obligations under the Contract without Perfection Alloys' prior written consent. The parties to the Contract do not

intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it. The Contract will be governed by and construed in accordance with English Law. The English Courts will have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Contract. The parties agree to submit to that jurisdiction. Each right or remedy of under any Contract is without prejudice to any other right or remedy under this or any other Contract. If any condition or part of the Contract is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from the Contract and will be ineffective without, as far as is possible, modifying any other provision or part of the Contract and this will not affect any other provisions of the Contract which will remain in full force and effect.

Perfection Alloys Ltd will not be in breach of the Contract or otherwise liable to the Customer in any manner whatsoever for any failure or delay in performing its obligations under the Contract due to any cause preventing Perfection Alloys from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of Perfection Alloys Ltd.

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