

## R.T. QUAIFE ENGINEERING LIMITED STANDARD CONDITIONS OF SALE

### 1 DEFINITIONS

<b>Buyer</b>	The buyer of the Products from Quaife.
<b>Conditions</b>	The terms and conditions set out in this document.
<b>Delivery Date</b>	The date specified by Quaife when the Products are to be delivered or are ready for collection (as applicable).
<b>Delivery Expenses</b>	The cost of delivery, packaging and insurance to be paid by the Buyer.
<b>Lifetime Warranty</b>	Quaife's lifetime warranty for qualifying Products which can be found on the Website.
<b>Non-Website Products</b>	Products purchased by the Buyer via any means other than the Website including email and telephone.
<b>Order</b>	The Buyer's order for the Products which is submitted to Quaife via the Website or by email.
<b>Order Acknowledgment</b>	Quaife's written acknowledgment of an Order.
<b>Products</b>	Automotive components and ancillary materials which Quaife is selling to the Buyer as set out in the Order.
<b>Pro Forma</b>	Quaife's request for payment of the Order Acknowledgement.
<b>Quaife</b>	R.T. Quaife Engineering Limited registered in England and Wales with its registered office at Vestry Road, Otford, Sevenoaks, Kent TN14 5EL (Company No. 853413).
<b>Specification</b>	The specification of a Product as set out on the Website.
<b>Website</b>	Quaife's website at <a href="http://www.quaife.co.uk">www.quaife.co.uk</a> .
<b>Website Products</b>	Products purchased by the Buyer via the Website.

### 2 CONTRACT

- 2.1 The Order constitutes an offer by the Buyer to buy the Products from Quaife in accordance with these Conditions. Quaife shall be under no obligation to accept an Order.
- 2.2 By placing an Order, the Buyer agrees to be bound by these Conditions. These Conditions will become binding on the Buyer on issuing of the Order Acknowledgement by Quaife.
- 2.3 These Conditions shall apply to all purchases of Products by the Buyer from Quaife to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to impose or incorporate in any way.
- 2.4 Quaife aims to show the Products on the Website and other marketing materials as accurately as possible, but they are for illustrative purposes only. The Products shall be

manufactured and supplied in all material respects in accordance with the description contained in Quaife's Specification. Quaife may change the Specification of the Products from time to time to implement technical adjustments and improvements.

### **3 THE PRICE AND PAYMENT**

- 3.1 The price of the Products shall be the price stipulated in the Order Acknowledgement.
- 3.2 Due to the nature of the Products, Quaife may not be able to confirm the Delivery Expenses in the Order Acknowledgement. In such circumstances, Quaife shall provide estimated Delivery Expenses in the Order Acknowledgement. For Website Products, the Delivery Expenses to be paid by the Buyer in respect of each Product will be set out on the Website. For Non-Website Products, the Delivery Expenses (to the extent such Delivery Expenses are the responsibility of Quaife) to be paid by the Buyer in respect of each Product will be set out on the Pro Forma.
- 3.3 The Pro Forma will indicate the VAT (and if the Buyer is outside the UK any applicable import and/or export taxes) that has been added to the price and any Delivery Expenses to be paid by the Buyer. If the rate of VAT changes between the date of the Pro Forma and the Delivery Date, the rate of VAT will be adjusted, unless the Products have been paid for in full before the change in the rate of VAT takes effect.
- 3.4 Quaife will check prices as part of its despatch procedures. Where the Product's correct price is lower than the Product's stated price, where the price could reasonably have been recognised by the Buyer as a mispricing, Quaife may end the contract and refund the Buyer any sums already paid. Where the Product's correct price is higher than the price stated on the Website, Quaife will contact the Buyer and give it the option of:
  - 3.4.1 placing a new Order at the correct price for the mis-priced Good(s);
  - 3.4.2 cancelling the Order for the mis-priced Good(s); or
  - 3.4.3 cancelling the whole of Order.
- 3.5 The price is payable in pounds sterling unless stated otherwise in the Order Acknowledgment.
- 3.6 The Buyer shall pay the sum indicated on the Pro Forma in respect of Non-Website Products and the sum indicated on the Order Acknowledgement in respect of Website Products within 30 days of the date of such Pro Forma or Order Acknowledgement (as applicable). Quaife will not start manufacturing the Products or dispatch finished Products until it is in receipt of cleared funds. An invoice will be provided on receipt of the cleared funds to confirm receipt.
- 3.7 Payment will be made in full to Quaife without deductions or set-off and can be made using a credit or debit card (for Pro Forma up to a maximum of £2,000), or by bank transfer using the details set out in the Pro Forma.
- 3.8 If the Buyer fails to make any payment due to Quaife by the due date for payment, Quaife shall have the right to charge interest on the overdue amount at the rate of 4% above the base rate of the Bank of England from time to time. Such interest shall accrue on a daily basis until the date of payment whether before or after judgment. The Buyer must pay Quaife the interest together with any overdue amount.

## 4 **WARRANTIES AND LIABILITY**

- 4.1 Quaife warrants that the Products will at the time of delivery and for 6 months afterwards correspond to the Specification set out in the Order Acknowledgement.
- 4.2 If the Products qualify for the Lifetime Warranty as indicated on the Website and the Buyer has activated the Lifetime Warranty as instructed on the Website, the terms of the Lifetime Warranty will apply to such qualifying Products.
- 4.3 If Quaife fails to comply with these Conditions, it will only be responsible for loss or damage the Buyer suffers that is a foreseeable result of Quaife's breach of these Conditions. Quaife is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both the Buyer and Quaife knew it might happen. The Buyer must also take reasonable steps to reduce the effect of any loss or damage it may suffer.
- 4.4 Quaife does not exclude or limit in any way its liability where it would be unlawful to do so. This includes liability for death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors; or for fraud or fraudulent misrepresentation.
- 4.5 In the absence of any fraudulent misrepresentation by Quaife, Quaife shall not be liable at all to Buyer for any indirect loss and/or expense (including loss of profit) suffered by Buyer arising from Quaife's breach of contract.
- 4.6 Quaife shall not be liable for the Products' failure to comply with the warranty set out in clause 4.1 if:
- 4.6.1 the Buyer makes further use of such Products after a defect or failure became apparent, or ought to have become apparent, to the Buyer;
  - 4.6.2 the defect arises because the Buyer failed to follow Quaife's oral or written instructions or recommendations as to the storage, installation, commissioning, use, operation or maintenance or servicing of the Product;
  - 4.6.3 the defect arises due to the location of the Product decided by the Buyer, or the effects of frost, heat or inclement weather;
  - 4.6.4 the Buyer alters, disassembles, reconfigures or repairs the Product or installs or uses them in any vehicle not specified by Quaife, without the prior written consent of Quaife;
  - 4.6.5 the defect arises as a result of fair wear and tear (including during high performance use), or accidental damage, or wilful damage, negligence, or abnormal working conditions; or
  - 4.6.6 the Quaife-stamped part number of the Product has been tampered with or removed.

## 5 **DELIVERY OF THE PRODUCTS**

- 5.1 Due to the nature of the Products and the method of manufacture, the Buyer hereby acknowledges that Quaife is unable to give a certain date for delivery in the Order Acknowledgement. Quaife will include an estimated delivery date in the Order Acknowledgement. Quaife shall not be liable for any loss or damage suffered by the Buyer

due to a failure by Quaife to deliver the Products promptly after the issuing of the Order Acknowledgement.

- 5.2 Quaife shall arrange for carriage of the Website Products to Buyer's address as set out in the Order Acknowledgement unless otherwise agreed with Quaife on or before the Delivery Date. In respect of such Website Products, if no one is available to accept delivery, instructions will be provided explaining where to collect the package or how to rearrange delivery. If, after a failed delivery the Buyer does not re-arrange delivery or collect the Products from a delivery depot Quaife will contact the Buyer for further instructions and may charge the Buyer for storage costs and any further delivery costs.
- 5.3 The Buyer shall arrange and be responsible for collection of the Non-Website Products from such location as is notified to the Buyer by Quaife in the Pro Forma unless otherwise agreed with Quaife on or before the Delivery Date.

## 6 RETURNED PRODUCTS

- 6.1 The Buyer must check the Products when they are delivered to ensure they are complete, undamaged and match the Specification in the Order Acknowledgement. If the Products are visibly damaged, or do not match their Specification, the Buyer may reject them.
- 6.2 Subject to clause 7.2, the Buyer shall be classified to have accepted the Products 14 days after delivery. If after this time the Buyer subsequently finds the Products are damaged, misdescribed not of satisfactory quality or not fit for purpose, the Buyer should contact Quaife using the details in clause 7.2.2. In these circumstances, within 30 days of delivery, the Buyer may exercise the right to a refund. After this 30 day period the Buyer may, subject to clause 4.6, be entitled to a repair, price reduction or replacement or where that is not possible, a refund.

## 7 CANCELLATION

- 7.1 Quaife reserves the right to cancel any Order by informing the Buyer in writing if:
- 7.1.1 the Buyer does not make payment when it is due and the Buyer still does not make payment within 14 days of being reminded by Quaife that payment is due;
  - 7.1.2 the Buyer does not, within a reasonable time of being asked for it, provide Quaife with information that is necessary for it to provide the Products; or
  - 7.1.3 Quaife is unable to source materials or parts necessary to make the Products set out in the Order.

If the Order is cancelled Quaife will inform the Buyer and will refund any sums paid in respect of the Order.

- 7.2 The Buyer may cancel the Order for whatever reason provided:
- 7.2.1 the Buyer has retained the original packaging and has not used or damaged the Products;
  - 7.2.2 the Buyer contacts Quaife by post at R.T. Quaife Engineering Limited, Vestry Road, Otford, Sevenoaks, Kent TN14 5EL, by email at sales@quaife.co.uk, by fax using +44 (0) 1732 741555 or by phone using +44 (0) 1732 741144;
  - 7.2.3 the Products were not made to the Buyer's designs and/or specifications;

- 7.2.4 the Buyer pays for the return of the Products; and
  - 7.2.5 the Buyer accurately completes the Quaife customer returns form (found on the Website).
- 7.3 If the Buyer wishes to cancel an Order according to clause 7.2, Quaife will inspect the returned Products and provided Quaife is satisfied with the condition of the Products, it will:
- 7.3.1 if the cancellation is made within the time period from the date of the Order until 14 days after the date the Buyer receives the Products, refund the Buyer the sums paid for the returned Products; or
  - 7.3.2 if the cancellation is made any time after the period in clause 7.3.1, refund the Buyer the sums paid for the returned Products or give the Buyer an equivalent amount of credit, in each case less a handling charge of 20% of the price paid for the Products.
- 7.4 If the Buyer has cancelled an Order in accordance with clause 7.2, Quaife may reduce the amounts repaid to the Buyer as set out in clause 7.3 if the returned Products do not bear all security tags, or the Products are used or damaged and in such circumstances, Quaife will be entitled to reclaim its losses and costs of recovery from the Buyer.

## **8 RISK AND RETENTION OF PROPERTY**

- 8.1 Risk in the Products passes when they are delivered to the Buyer.
- 8.2 Title in the Products will only pass, even after delivery, once the Buyer has paid the full sums stated in the Pro Forma for Non-Website Products or Order Acknowledgement for Website Products and any other sums owed to Quaife by the Buyer.
- 8.3 If the Products have been delivered but title has not passed to the Buyer as set out in clause 8.2, the Buyer shall upon request return to Quaife (at the Buyer's cost) any such Products that have not been sold or incorporated into other products or goods. If the Buyer fails to do so Quaife may enter any premises owned, occupied or controlled by the Buyer where the Products are situated and repossess the Products.

## **9 REMEDIES OF THE BUYER**

- 9.1 If the Buyer has a complaint about any of the Products, the Buyer should first contact Quaife at sales@quaife.co.uk quoting the delivery number provided with the Products and the Product's identification number. Quaife will investigate and endeavour to answer the complaint within a reasonable time.
- 9.2 Where the Buyer is entitled to and does reject any Products in accordance with these Conditions, the Buyer shall be entitled to the remedies set out in clause 7 above but it shall have no further rights whatever in respect of the supply to the Buyer of such Products or Quaife's breach of contract giving rise to the right of rejection.
- 9.3 Where Buyer accepts or has been classified as having accepted any Products under these terms then Quaife shall have no liability whatever to the Buyer in respect of those Products beyond the provisions of clause 4 above.

## 10 INTELLECTUAL PROPERTY

- 10.1 The Specification and designs of the Products (including any modifications to the Products) including any copyright, design rights, patents and other intellectual property rights of whatever nature throughout the world are the property of and reserved to Quaife.
- 10.2 If the Products are manufactured in accordance with any design or specification provided or made by the Buyer:
- 10.2.1 the Buyer warrants that they will not infringe the rights of any third party and that Quaife is permitted to use the same; and
  - 10.2.2 the Buyer will compensate Quaife in full on demand for all claims, expenses and liabilities of any nature in connection with them, including any claim, whether actual or alleged, that the design or specification infringes the rights of any third party.

## 11 OTHER IMPORTANT TERMS

- 11.1 Any personal information provided to Quaife by the Buyer will be used as set out in Quaife's privacy notice which can be accessed on the Website.
- 11.2 Any variation of these Conditions will be posted on the Website and, where Quaife considers it necessary, notified to the Buyer in writing. The Buyer is expected to check these Conditions before placing an Order to take notice of any changes Quaife has made. Some of the provisions contained in these Conditions may also be superseded by provisions or notices published elsewhere on the Website.
- 11.3 Quaife shall have no liability in respect of any failure or delay in fulfilling its obligations under these Conditions that is caused by any circumstances or events beyond its reasonable control (including but not limited to interruption or failure of a utility service or transport network, act of God, acts of war, riot, civil commotion, malicious damage, compliance with any law or governmental order). To the extent that such circumstances do occur and continue for a period of more than 28 days Quaife or the Buyer may cancel the Order by giving the other notice in writing.
- 11.4 The contract is between Quaife and the Buyer and no other person shall have any rights to enforce any of its terms.
- 11.5 Each of the clauses of these Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 11.6 Even if Quaife delays in enforcing the contract, it can still enforce the contract later. If Quaife does not insist immediately that the Buyer does anything it is required to do under these Conditions, or if Quaife delays in taking steps against the Buyer in respect of it breaking the contract, that will not mean that the Buyer does not have to do those things and it will not prevent Quaife taking steps against the Buyer at a later date.
- 11.7 These Conditions are governed by the laws of England and Wales. The English Courts have non-exclusive jurisdiction subject only to the rights of consumers resident in the EU.