

**Barry Grewcock & Sons Limited**  
**Terms and Conditions of Sale**

These are the standard terms and conditions of sale of Barry Grewcock & Sons Limited of Unit 1 (Southside), The Grove, Off Geddington Road, Corby, Northamptonshire, NN18 8EW. Tel: 01536 406655. Company No. 4395927. ("Barry Grewcock & Sons Limited" or "We") sell its goods, including without limitation new commercial vehicle parts and used commercial vehicle parts both to the public and business buyers and anyway services provided in accordance with the following terms and conditions which shall apply to every transaction with you, the customer, unless they are modified in writing by the Company Secretary of Barry Grewcock & Sons Limited. If your Order incorporates any conditions whether they conflict with these conditions or extend Barry Grewcock & Sons Limited's liability or otherwise, they shall not apply unless agreed in writing signed by us.

1. We agree to sell the goods described on our order to you for the price agreed with you and you undertake to purchase the goods or services. We reserve the right to accept or refuse any order. We reserve the right to cancel any uncompleted order or to suspend delivery if the purchaser fails to observe or perform any terms of this agreement or if we reasonably believe you might do so.
2. The goods will either be new or reconditioned and that will be made clear when they are sold to you. Used commercial vehicles will be sold on a 'trade' basis only i.e. no warranty is given or implied. We recommend that you subject all second hand vehicles to your own independent inspections and inspect the goods thoroughly before purchase. For new or reconditioned parts these are offered with a manufacturer's warranty and conditions which we will also apply to your purchase provided you comply with its terms. Details of the manufacturer's warranty will be supplied to you when you buy from us. No warranty is offered where the defect is caused by your abuse, negligence, or mishandling.
3. In relation to any goods on which a warranty claim is to be made you must notify us as soon as possible following receipt of the goods and in any event within 21 days of delivery.
4. Where the goods are purchased to be taken abroad, including without limitation Ireland, and a warranty claim arises goods must be returned to us before such a claim can be considered.
5. Once an Order is accepted by us it cannot be changed or withdrawn or delayed without prior written consent. In such a case where consent is given you would be obliged to pay all costs incurred such as costs of goods already purchased which cannot be resold and labour/overhead costs, at the date of any cancellation of the Order.
6. Prices quoted are subject to increase in the event of wages, costs of materials or other expenses increasing between the date of the Order and the completion sale.
7. All Invoices shall be paid by you to us within 30 days of date of Invoice. We may charge interest on overdue sums under the Commercial Debts (Interest Act).
8. Every effort is made to despatch goods in time for delivery on the date specified on the order but you will not, unless specifically agreed in writing, be entitled to claim damages or compensation for any delay or cancellation by us before delivery.
9. Title in the goods will only pass to you on payment in full for these goods and until such date the goods remain our property even though they are in your physical possession or that of a third party. We have a right to enter the premises where the goods are to recover them if you have not paid for them when due or if you go into liquidation or equivalent event. You will store the goods separately from other goods and mark them as ours. Where the goods are parts which have been incorporated into a vehicle the property in them will pass to you from such time when the goods are so used if they cannot be disconnected or removed from where they are installed. Risk shall remain with you from the date when goods are delivered to you or collected from us where you arrange collection.
10. Where you breach these terms or we reasonably believe you will do so and where you do not pay an instalment for the goods or where you die or become bankrupt or are incapacitated, if as an individual or if a company you go into liquidation, administration or a receiver or administrative receiver is appointed over any or all of your business or any distress or execution is levied on your goods then the full price of any goods already delivered or work done by us for you and any sums due or payable from you to us shall immediately become due and payable by you. In addition in such an event we reserve the right to cancel the contract or cancel or suspend delivery of any further goods.
11. No concessions granted by us or failure to enforce a right shall affect our rights later to enforce such a right.
12. Whilst every effort is made to ensure the goods are as described by us on any quotation given to you, we do not accept any liability for consequential or indirect loss, loss of profit, revenue or goodwill and all terms implied by law for satisfactory quality and fitness for purpose are excluded. In any event our total liability to you for breach of contract or otherwise shall not exceed the price you have paid for the goods which are the subject matter of the dispute. Nor are we liable if we cannot supply or are late in supply due to circumstances of force majeure including without limitation, Act of God, war, emergency, fire, riot, strike or otherwise. No statement other than in these terms or on our quotation or estimate to you, shall form part of the Agreement between us. These terms are the entire agreement between us. Nothing in this clause shall exclude or limit our liability for fraudulent misrepresentation or liability for death or personal injury caused by our negligence.
13. No rights are conferred on any third party by these terms and the Contracts (Rights of Third Parties) Act is excluded.
14. This Agreement is subject to English Law and you agree to submit to the non exclusive jurisdiction of the English Courts in connection with any dispute.