

ATKINSON VOS LTD
TERMS & CONDITIONS

The Company shall have the right to vary prices without notice.

Payment terms are strictly 30 days Nett.

If payment is in arrears, the Company has the right to withhold any further deliveries and/or to charge interest on all overdue balances.

A charge of £10 will be made to cover bank charges and administration costs each and every time a cheque is dishonoured.

All goods remain the property of the Company until full payment has been made and any cheques cleared.

Deposits are non returnable unless specifically agreed.

Payment for all repairs and/or spare parts supplied, is due on completion of work, but the Company may demand a deposit before starting or in the course of any work.

If the cost to us of carrying out the work is subsequently increased by reason of increases in the cost materials and/or labour and/or any other factor outside our control, then we shall notify you before undertaking any work to which the increase will apply. If you require us to discontinue the work, you shall only be required to pay us for the work already carried out and parts/materials specifically purchased for the work.

If no price has been quoted for a particular part of the work to be carried out or only an estimate has been made then the Company reserves the right to charge a reasonable price for the work and for any preparation and parts involved in the work.

If in the opinion of our workshop engineers it is not possible to carry out particular tasks as instructed by the Customer then the Company reserve the right to refrain from doing so.

Variation of any kind in the quotation/estimate originally tendered, or the scope of repair, or the prices chargeable, or otherwise howsoever, shall be subject to all these conditions, and any such variation shall not be considered to create a new contract, and the original contract shall remain in force but as so verified. No act of commission or omission by the Company in relation to any vehicle shall constitute a deviation from the contract nor shall any such act disentitle the Company to the benefit of any of these conditions.

We warrant that the services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

The Company is not responsible for loss or damage to vehicles or other property whatsoever however occasioned, except when such loss or damage is caused by the negligence or deliberate act of the Company or its employees. Under no circumstances will the Company accept liability for loss or damage outside its control or for any indirect or consequential loss or damage, except direct physical damage to persons or property.

All work carried out or goods supplied in relation to a vehicle by the order of the driver of the vehicle, or by any person who is believed to be working for the Customer, or acting as the Customers agent, or to the person whom the goods have been delivered, are to be paid for by the Customer.

Exchange unit surcharges – credit will only be given for original units returned within 30 days of this invoice date and only as long as they are accepted by Mercedes Benz.

Any parts returned to Atkinson Vos Ltd are subject to a 15% handling charge.

To comply with the 2003 Money Laundering Regulations, we are unable to accept cash payments of the equivalent of €15,000 (approx. £12,000.00) for any single transaction.

The Company undertakes to use its endeavours to despatch the Goods on an agreed delivery date, but does not guarantee to do so. Time of delivery shall not be of the essence of the contract.

Every endeavour will be made to carry out the work by the desired time, but the Company shall not be liable for any delay howsoever occasioned and this notwithstanding that a definite date for completion may be specified.

The Company will aim to deliver the goods by the date quoted for delivery but delivery times are not guaranteed. If delivery is delayed due to any cause beyond our reasonable control, the delivery date will be extended by a reasonable period and we will contact you to arrange an alternative time.

The Company shall not be liable to the Buyer for any loss or damage whether arising directly or indirectly from the late delivery or short delivery of the Goods. If short delivery does take place, the Buyer undertakes not to reject the Goods but to accept the Goods delivered as part performance of the contract.

Incorrect short or non-deliveries must be notified to Atkinson Vos Ltd within 48 hours of receipt of goods.

If the Buyer fails to take delivery of the Goods on the agreed delivery date or, if no specific delivery date has been agreed, when the Goods are ready for despatch the Company shall be entitled to store the Goods and to charge the Buyer the reasonable costs of doing so.

We reserve the right to make minor changes to this Agreement from time to time.