

## **CCP – UK TERMS AND CONDITIONS OF SALE.**

### **General**

All orders will be accepted subject to the following Conditions of Sale.

All manufacturers names reference numbers and symbols are used for reference purposes only.

Laws governed by English and Welsh Law.

### **Terms of Payment**

Subject to status, Monthly Account – strictly net unless otherwise agreed. Late payment – Interest will be charged at Base Rate + 5% by invoice.

### **Title to Goods**

Ownership of goods to be delivered by the Seller will only be transferred to the Buyer when the Buyer has paid all monies owing to the Seller in respect of the goods concerned. Until date of payment the Buyer will store the goods in such a way as to show they remain the property of the Seller. Until full payment is received from the Buyer to the Seller the Buyer shall keep the goods as bailee and hereby authorises the Seller to enter onto any premises in which the goods are stored in order to repossess the same should the Seller be so entitled under this or any other term of these conditions.

If the Buyer makes default in any term of these Conditions or if distress or execution shall be levied on the Buyer's property or he shall enter into any arrangement with his creditors or commit any act of bankruptcy or if the Buyer being a Limited Company passes a resolution to wind up such Company's business or a petition for winding up is presented against it or is a receiver of such Company's undertaking property or assets or any part thereof shall be appointed, the Seller shall be entitled forthwith to determine any contract then subsisting and to exercise all or any remedies available to it for recovery of goods and / or payment of money due.

### **Prices**

All prices are Pounds Sterling or EURO where agreed. Owing to present conditions, orders will only be accepted on the understanding that the prices charged will be those ruling at the date of dispatch.

**Disclaimer:** We reserve the right to alter your pricing structure, in response to any extraordinary weakening of the Pound to Euro or US Dollar exchange rate. In the event of this happening suitable prior notice will be given.

### **Return of Goods**

Any goods which have been supplied in accordance with a customer's order, but which are subsequently returned, will only be replaced or credited provided that: -

- 1) Our permission has been obtained.
- 2) Facet items that were sealed in an individual Facet labelled tamper proof bag, if opened, will be not be credited.
- 3) Single item, non-faulty goods, if agreed for credit, will be subject to a 10% handling charge; **this does not constitute a stock cleanse.**
- 4) All distress or VOR purchases unless faulty, are non refundable and will not be considered for return and credit.
- 5) Goods ordered with "Competitors Part Numbers" will not be allowed for return and credit.
- 6) Any parts returned as "Wrongly Boxed or Incorrect to application" that prove non-refundable will be sent back to you with your next order.
- 7) 'Special Order' items specifically made in our factory are non-cancellable and are not credited if returned.
- 8) If your Company does not use a UK carrier, we can arrange a collection, this will be charged to your account at the current Standard Rate £TBA. Any free replacement will be sent carriage free.

### **Claims**

Claims for non-delivery must be made within 7 days of the invoice date.

Claims for Pilferage and damage in transit to be advised to the Consignor and Carrier within 3 days of receipt of goods.

### **Warranty**

Faulty goods, due to manufacture or material defects will be replaced Free of Charge on a one for one basis, or credited at last purchase value. **Please quote our Sales Invoice number on your return.** The supplier cannot be held responsible for product fitment.

Any associated labour claims must be made in writing and supported by the original documentation along with the relevant part to the above address. Then if deemed necessary they will be forwarded to FACET s.r.l. For evaluation, report and payment to us. Their findings will be final. (NB this does not apply on our Walker or Borg Warner ranges)

### **Description**

Every effort has been made to ensure that the goods described in our catalogues/website are accurate, but no warranty or responsibility will be accepted for any errors, miss-description, or any resulting damage.

### **Delivery**

At present all orders are delivered by DPD next day service; UK Mainland". Although "more than 98% of parcels sent, arrive the next working day" we cannot be held responsible for orders that do not arrive within this time period.

Standard Carriage £ 6.50 per consignment per 25 Kilo any sale invoice net goods value over £ 100.00 carriage will be free of charge. £10.50 for a Pre-12am service.



Tiverton House > 250-6 Tiverton Road > Birmingham > B29 6BU > UK  
Telephone: +44 (0)121 471 4550 > Facsimile: +44 (0)121 471 4954  
Email: sales@capricorncarparts.co.uk > Web: www.capricorncarparts.com

We have read and accepted your Conditions of Sale.

Signed on behalf of Company: \_\_\_\_\_

Date:     /     /

Print name: \_\_\_\_\_

Position in Company: \_\_\_\_\_



UK Distributor

>> global distribution of premium parts

Registered Number: 2714845



**BorgWarner**

World Wide Aftermarket Distributor