Automotive Repair Systems Ltd
Standard Terms and Conditions of Sale

In these conditions headings shall be for reference only and shall not affect the construction of these conditions.

1 Definitions

(1) 'Seller' means Automotive Repair Systems Ltd.
(2) 'Buyer' means the person or company who contracts with the Seller.
(3) 'Contract' means the contract between the Seller and the Buyer.
(4) 'Goods and services' means the Goods and services which are the subject matter of the contract sold to the Buyer by the Seller.
(5) 'Affiliates' of a company means its subsidiaries and holding companies and the subsidiaries of its holding companies.
(6) 'Subsidiary' and 'Holding Company' are as defined in the Companies Act 1985.

2 Contracts

(1) Each Contract for the sale of Goods and services by the Seller is deemed to incorporate these conditions.
(2) No variation of or addition to these conditions is effective without the Seller's prior written agreement
(3) These conditions override and take the place of any other terms and conditions emanating from or referred to by the Buyer.

3 Prices

(1) Subject to condition 3(2) and condition 4, unless otherwise expressly agreed in writing by the Seller, the price for the sale of the goods and services shall be the ex works net price of the goods exclusive of Value Added Tax and other taxes.
(2) All prices are subject to fluctuations and the actual prices charged by the Seller shall be prices ruling at the date of delivery to the Buyer of the goods and services. At any time before delivery to the Buyer of the goods, the Seller may without prior notice, adjust the price to take account of any change in the cost to the Seller and/or supplying the goods. Any price adjustment shall apply from the date of the adjustment.

4 Payment

(1) All payments under the Contract are due for payment upon completion of any work carried out or goods supplied..
(2) If credit terms are agreed by the Seller payment shall be made by the Buyer to the Seller by the end of the month following the month in which the Seller issues the relevant invoice unless the Seller otherwise agrees in writing or stipulates in writing other payment terms for the purchase by the Buyer of the goods or services, in which event those other payment terms shall prevail.
(3) The Buyer shall make all payments to the Seller under a Contract and these conditions without any withholding, withdrawal, deduction, set-off or counter claim in United Kingdom Sterling, or such other currency as the Seller may agree, in immediately available funds.
(4) Time of payment by the Buyer is of essence for each contract.
(5) The Buyer shall pay to the Seller interest on any overdue amount at the rate of 3% per annum above the base rate from time to time of National Westminster Bank plc or any other bank we may be with from the due date until actual payment before and after any judgment, calculated on a daily basis and compounded monthly.
(6) Should copy invoices be required this must be notified to us within 3 days of receiving the statement to ensure prompt payment.
(7) Under no circumstances must a invoice be part paid or other invoices payment held back due to any other disputes.

5 Delivery of service and Risk

(1) The Seller will use reasonable endeavours to meet any delivery or service date agreed in writing between the Buyer and the Seller or, if none is agreed, a reasonable time after the date of the order, but will not be liable for any loss or damage resulting from delay howsoever caused.
(2) In the event of an order or service not being accepted on delivery or arrival the Seller reserves the right to make a charge to cover transport and other costs.

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(5) The Buyer must:-
(a) examine the Goods or repair upon completion of the works or delivery:
(b) notify the Seller in writing of any damage or un satisfactory repair within seven days of the date of the repair.
(c) give the Seller, the carrier and their respective agents a reasonable opportunity to inspect any damage or sub standard repair.

(6) Nothing in these conditions shall exclude, restrict or limit any liability of the Seller under the applicable law or any part of the United Kingdom:
(a) For breach of any term implied by section 12 of the Sale of Goods Act 1979 (title etc) or
(b) For death or personal injury resulting from negligence or breach of duty (as defined in sections 1 and 21(1) of the Unfair Contract Terms Act 1977); or
(c) In respect of any fraudulent misrepresentation made by or on behalf of the Seller to the Buyer in relation to the Goods: or
(d) in respect of liability if and to the extent that, by virtue of such applicable law, it cannot be excluded, restricted or limited.

6 Force Majeure

The Seller may, in its absolute discretion, and without liability cancel or delay deliveries of the Goods or service or reduce the quantity of Goods or service delivered if it is prevented from or delayed or hindered in manufacturing or supplying the Goods through any circumstances which are beyond the Seller's reasonable control or which circumstances the Seller could not have been expected to control or prevent.

7 Assignment and Sub-Contracting

(1) The Buyer may not assign charge or otherwise dispose of all or any of its rights under any contract or these conditions without the prior written consent of the Seller, which consent may be withheld by the Seller in its absolute discretion without ascribing any reason there for.
(2) The Seller may sub-contract any or all of its obligations under any contract and these conditions.

11 Events of Default, Termination and Repossession

(1) The Buyer shall be in default under any Contract and be deemed to have repudiated that Contract if:
(a) the Buyer or any of the Buyer's affiliates fails to pay promptly any amount due and payable under, or otherwise breaches, the Contract or
(b) the Buyer fails on demand from the Seller to pay the price for any Goods or any amount payable under the Contract or these conditions, after:-
(i) any steps are taken with a view to the Buyer or any of the Buyer's affiliates becoming subject to any form of winding-up, administration, receivership, administrative receivership, insolvency proceedings, arrangements with creditors generally, enforcement of security or repossession; or
(ii) the Seller has reasonable grounds to believe that the Buyer is insolvent or that the Seller's rights to receive payment, or its interest in the Goods, is or will be in jeopardy.
(2) If condition 11(1) above applies, the Seller may at any time (at its discretion, and without prejudice to its other rights and remedies against the Buyer and whether or not it delivers any further Goods or services or accepts any further payments) give written notice to the Buyer:-
(a) suspend any deliveries or services to be made under, or terminate, cancel or rescind, the Contract
(b) declare immediately due and payable any indebtedness of the Buyer to the Seller on any other account whatsoever; and
(c) set off any indebtedness of the Seller to the Buyer against any indebtedness of the Buyer to the Seller in each case on any account whatsoever.

8 Miscellaneous

(1) The Seller's rights shall not be prejudiced or restricted by any concession, indulgence or forbearance extended to the Buyer.
(2) No waver by the Seller by any breach of any term, condition or provision of the contract shall constitute a waiver of any other or subsequent breach of any term, condition of provision of the contract or these conditions.
(3) The Seller's rights under these conditions are in addition to any other rights which the Seller may have under the general law or otherwise.
(4) If the Buyer comprises two or more legal persons, their obligations to the Seller under the contract and these conditions shall be joint and several.

9 Intellectual Property

(1) The Buyer shall have no rights to any intellectual property owned by or licensed to the Seller other than (if applicable) to resell the goods under the trade or service mark applied by the Seller. The Buyer shall not without the Sellers prior written consent, allow any trade or service mark or any construction or warning applied to the goods to be obliterated, obscured or removed. Including any photographic images.
(2) All know-how, samples and other items relating to the Goods and their development or creation shall remain the Seller's property, shall be treated as confidential and shall not be copied, reproduced or disclosed to any person without the Seller prior written consent.

14 Indemnities

The Buyer undertakes to indemnify and keep indemnified on a continuing basis and hold harmless the Seller from and against any and all liabilities, losses, damage, cost, charges, expenses (including without limitation, legal expenses) action, proceedings, claims and demands incurred by or brought against the Seller and arising directly or indirectly out of or in connection with any breach of any of the Buyer's obligations under a contract or these conditions.

10 Severances

The terms, conditions and provisions of these conditions shall be enforceable independently of each of the others and the validity of each term, condition and provision shall not be affected if any of the others is determined to be invalid. If any of the terms conditions or provision is determined to be invalid but would be valid if some part were deleted, the term, condition or provision in question shall apply with such modification or amendment as may be necessary to make it valid.

11 Notices

Any notice served under these condition or any Contract shall be in writing and sent by post or delivered by hand to the Buyer at its registered office from time to time in the case of a company, and to the address furnished by it to the Seller in the case of a person or a firm.

12 Gaurantee/Warranty

(1) All work is covered by a 1 year guarantee for faulty/sub standard work or products unless otherwise stated on the invoice relating to that order or service or repair carried out.

(2) Automotive Repair Systems have the right to see any faulty work and have the opportunity to rectify any said faulty work.

(3) If the fault is deemed to be created by the owner/user of the vehicle it will not be guaranteed.
This will include any acid/chemical washes to any new paintwork which is harmful to the vehicle.
(4) If the fault has been created by further damage this work will not be gauranteed.

13 Law and Jurisdiction

(1) These conditions and each contract shall be governed by and construed in accordance with English law.
(2) For the Seller's benefit the Buyer submits to the non exclusive jurisdiction of the English courts and agrees that the English courts shall have jurisdiction to settle any claim or dispute in relation to any Contract.