

## General Terms of Sale

### 1. General

1.1 These General Terms of Sale apply to all sale activities between you and VW HERITAGE PARTS CENTRE LTD, a private limited company whose registered office is at 47 Dolphin Road, Shoreham-by-Sea, West Sussex, United Kingdom, BN43 6PB and whose company registration number is 03294341 (hereinafter, "VW Heritage Parts Centre").

1.2 These General Terms of Sale shall apply exclusively and form the entire agreement between us in relation to our transactions. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in these terms. These General Terms of Sale supersede all previous versions, agreements and publications.

1.3 VW HERITAGE PARTS CENTRE LTD shall not recognise any terms which may run contrary to or deviate from these General Terms of Sale unless VW HERITAGE PARTS CENTRE has explicitly consented to their validity in writing and that variation has been signed by an officer of the Company.

1.4 All deliveries or sales shall similarly be made on the basis of these General Terms of Sale.

1.5 These General Terms of Sale are governed by English law and each party irrevocably agrees to submit all disputes arising out of or in connection with these terms to the exclusive jurisdiction of the English courts, and the application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

1.6 By agreeing to these terms you also agree to the terms set forth in our Privacy Policy found here:

<https://www.heritagepartscentre.com/uk/privacy-policy> and Cookie policy found here:

<https://www.heritagepartscentre.com/uk/cookie-policy>.

1.7 General Enquiries on how to become a trade customer can be found here:

<https://www.heritagepartscentre.com/uk/trade-accounts>

### 2. Prices and availability

2.1 All orders will be made on the basis of the relevant price files and the availability of the product.

2.2 Availability of the product listed in a price file is not guaranteed.

2.3 Where items are put on backorder unless prior agreement these items will be charged at the new price upon receipt into stock.

2.4 The Price payable for goods can change at any time, we will notify you as soon as updated prices are available.

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**Registered office**

47 Dolphin Road, Shoreham-by-Sea  
West Sussex, BN43 6PB

**T:** +44 (0) 1273 444001

**E:** [trade@heritagepartscentre.com](mailto:trade@heritagepartscentre.com)

**W:** [heritagepartscentre.com](http://heritagepartscentre.com)

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### 3. Payment terms

3.1 Payment terms are nett, starting with the end of the calendar month. If your payment is late, the account will be placed on stop.

3.2 Non-payment of invoices by the due date will attract an interest charge calculated on a daily basis at the rate of 1.5% per 30 days. You shall indemnify us against all interest, costs and fees (to include reasonable legal and debt recovery fees) incurred as a result of your late payment or non-payment of our invoice .

3.3 Without prejudice, until the passing of title goods in accordance with clause 15, remain the property of VW Heritage Parts Centre.

3.4 Credit accounts and their limits are subject to status and VW Heritage parts Centre reserves the right to make all necessary checks with credit reference agencies at any time and you hereby consent to such checks being carried out on your behalf.

3.5 Without prejudice, VW Heritage Parts Centre reserves the rights to revoke payment terms with immediate effect for orders should there be a reasonable credit risk indicated by your credit references.

3.6 In such cases where payment terms are not met and or monies are outstanding to VW Heritage Parts Centre, all incentives, discounts and bonus agreements in part or in their entirety will be deemed void. This includes but does not limit any monetary accrual linked to a bonus which consequently will not be paid by VW Heritage Parts Centre.

3.7 VW Heritage Parts Centre reserves the right to re-instate any prices net of any bonus, discounts or incentive values accrued prior to your breach in addition to monies owing in the case of a breach of contract. Remedial values will be calculated from the point the new incentive, discount or bonus scheme came into effect.

3.8 Should continual or repeated payment delays occur VW Heritage Parts Centre reserves the right to deem this to be a material breach of agreement and any Bonus agreement can and will be revoked with immediate effect at V W Heritage Parts Centre's sole discretion.

3.9 Occasionally, an error may occur and goods may be either incorrectly priced or described in which case we will not be obliged to supply the goods at the incorrect price or in accordance with the incorrect description or at all. We reserve the right to correct any errors from time to time. We will (at our discretion) either cancel your order and refund the price you have paid or use reasonable endeavors to contact you and ask you whether you wish to continue with the order at the correct price or correct

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description. If for any reason we are unable to contact you or you do not wish to continue with the order at the correct price or correct description, VW Heritage Parts Centre will cancel your order and refund the price you have paid.

3.10 trade customers, may not withhold payment of any invoice or other amount due to us by reason of any right of set off and any right of set-off is hereby waived..

3.11 VW Heritage Parts Centre shall be entitled at all times to set off any debt or claim which we may have against you against any sums due from us to you.

3.12 The format of our invoice and statements to you will solely be dictated by VW Heritage Parts Centre.

#### **4. VAT**

4.1 All UK sales will be subject to VAT at the prevailing rates.

4.2 VAT will also be applied to export sales unless the appropriate regulations are complied with.

4.3 Trade customers are liable for and shall indemnify VW Heritage Parts Centre against any liability arising relating to VAT, and are solely responsible for ensuring that they meet all EU VAT requirements correctly reporting their acquisition from us and charging the correct VAT to their customer.

4.4 VW Heritage Parts Centre cannot advise on VAT obligations. The customer may need to seek independent professional advice to ensure they meet all VAT requirements.

#### **5. Orders, Delivery and Carriage**

5.1 The costs of Carriage and insurance up to arriving at your premises is included in all orders.

5.2 Delivery times are estimates, they are not guaranteed delivery times and should not be relied upon as such.

5.3. UK & DE stock item details:

- General orders same day despatch by Phone/Email - 3pm
- General orders same day despatch Online - 4pm
- Orders requiring pallet delivery same day despatch - 12 noon (multi-pallet orders may require additional processing time)
- Minimum Order value for Free of Charge Carriage - £150 nett
- Dropship orders are excluded from the free delivery offer
- Orders under £150 nett: Carriage charge applies

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- Next day, Am and Saturday deliveries: Extra carriage charges applies
- Note: Next day, Saturday and timed deliveries are only available in GB and DE and may not be available for certain regions and remote areas (e.g. Scottish Highlands).

#### 5.4 Contact Details for trade orders:

Phone – +44 1273 444001

Email – [trade@heritagepartscentre.com](mailto:trade@heritagepartscentre.com) (Excel format preferred)

Website – [www.heritagepartscentre.com](http://www.heritagepartscentre.com)

#### 6. Events Beyond Our Control:

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**). If an Event Outside Our Control takes place that affects the performance of our obligations under these terms:

- we will contact you as soon as reasonably possible to notify you; and
- our obligations under these terms will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of goods to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.
- You may cancel these terms affected by an Event Outside Our Control which has continued for more than 90 days. To cancel please contact us. If you opt to cancel, you will return (at our cost) any relevant goods you have already received and we will refund the price you have paid, including any delivery charges.

#### 7. Returns

7.1 All returns must be authorised, and a returns number given by VW HERITAGE PARTS CENTRE. This number must be quoted clearly on all outer cartons.

7.2 Unwanted goods must be returned within 14 days after purchase date, anything after this period will not be accepted and returned to the purchaser.

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7.3 Items supplied correctly will be subject to a 20% handling charge. VW Heritage Parts Centre will not accept returns for goods whereby the traders use and or application is different to the intended use and or application suggested by the manufacture &/or VW Heritage Parts Centre.

7.4 All goods returned by the purchaser will be at the purchaser's cost, unless otherwise agreed between the purchaser and VW Heritage Parts Centre in writing signed by an officer of the company.

7.5 Where items are used or purchased for use in any other application other than the manufacturers intended application guidelines, all liability will be borne by you as the trader.

7.6 Any item that is returned as incorrect for application or shows fitting marks will be subject to checking before the credit can be authorised.

7.8 Stock cleanse is by negotiation in advance only, a new order 1.5 times the value of the stock cleanse will need to be placed by the purchaser.

7.9 All authorised returns will be applied to your Trade account as a credit to be used within the same fiscal year the credit has been applied or for a period otherwise agreed in writing.

#### **8. Age Requirements for Specific Goods:**

8.1 Where you place an order for or otherwise purchase age-restricted goods such as Gas Canisters you confirm that you are over the age of 18 and that (where applicable) delivery will be accepted by a person over the age of 18. We reserve the right to cancel your order or purchase if we reasonably believe you do not meet the age restrictions for certain goods or fail to verify the same upon request.

#### **9. Warranty**

9.1 Warranty for goods is granted for 12 months from the date goods are dispatched from VW Heritage Parts Centre.

9.2 All warranty returns must be authorised, and a returns number given. This must be quoted clearly on all outer cartons.

9.3 VW Heritage Parts Centre cannot be held responsible for any loss of profits, sales, business, or revenue; loss of business opportunity; loss of anticipated savings; loss of goodwill; or indirect or consequential loss in tort or otherwise arising from a Warranty claim.

9.4 Trade Customers are liable for all/any additional or amended warranties offered to their own customers. Contact details: [warranty@heritagepartscentre.com](mailto:warranty@heritagepartscentre.com)

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9.5 Whilst VW Heritage Parts Centre will endeavour to assist you in resolving any warranty claim brought by one of your customers, liability is limited to the timeframe outlined in clause 9.1.

## **10. Body Panels and sheet metal**

10.1 Although every care is taken to ensure panels arrive in perfect condition there may be slight imperfections due to handling in transit, manufacture and storage. As a result some surface preparation and filling may be required.

10.2 Always test fit panels before preparing and painting complete panels such as but not limited to wings, doors, bonnets, engine lids, bumpers running boards and tailgates may require some minor adjustments.

10.3 Once test fitted, unless finished in silver weld through primer. All panels should be stripped down to bare metal, then primed and painted to protect against corrosion.

10.4 Under no circumstances will VW Heritage Parts Centre accept any liability, loss or damages or pay for any repairs or alterations without prior written authorisation from an officer of the Company.

## **11. Chrome and brightwork**

11.1 Best Quality Chrome includes a 1 year warranty on chrome finish.

11.2 Sunny Climate Chrome has no warranty on chrome finish.

11.2 All mild steel chrome products should be painted on the rear to protect against corrosion, we recommend all chrome products are cleaned regularly with a non-abrasive wax polish to protect the finish against weather, salt and road grime.

11.3 Under no circumstances will VW Heritage Parts Centre accept liability for any damage from either:

- i. Resulting of inadequate/ poor maintenance
- ii. As a result of the incorrect or inadequate cleaning of parts.

## **12. Engine and Gearboxes – warranties**

12.1 In the event of a warranty issue with your engine or gearbox please contact us by telephone or email at the earliest opportunity. Engine and gearbox warranties vary depending on each product; our team will be happy to advise on this, please call to discuss.

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12.2 Engine warranty is valid within the UK and mainland Europe only. We will endeavor to offer support and advice for claims outside of these regions – please contact our team to discuss the options at [warranty@heritagepartscentre.com](mailto:warranty@heritagepartscentre.com)

### 13. Quality Issues

13.1 In case of any return of products based on quality issues, you agree to support us in any investigation relating to these matters free of charge.

13.2 Upon completion of a quality investigation whereby products are deemed defective all cost for the products as well as shipping costs will be borne by us, unless otherwise agreed.

13.3 Should a quality issue occur on a bulk order, there must be evidence that more than 20% of the bulk stock is defective before we will consider replacing all defective stock. Replacement parts will be subject to a conclusive investigation led by our quality manager. With respect to this clause a 'bulk order' is considered any one part number 'SKU' which is more than or equal to 20 units.

13.4 Should the Quality issues of an item be less than the measures stipulated in clause 13.3, VW Heritage Parts Centre will only replace the units that are defective following a conclusive inspection by our quality manager.

13.5 Notwithstanding any accrued rights, no credit will be applied to your trade account until a full conclusive report reference clause 13.2 has been conducted and completed.

13.6 VW Heritage Parts Centre will not accept returns for goods whereby the traders use and or application is different to the intended use and or application suggested by the manufacture & or VW Heritage Parts Centre.

### 14. Passing of risk

14.1 Goods ordered shall be at your risk as soon as they are delivered to your premises or otherwise in accordance with your delivery instructions.

14.2 Any claim relating to goods delivered or supplied must be made in writing within 7 days of the event giving rise to the claim in accordance with the procedures of VW HERITAGE PARTS CENTRE from time to time in force. No claims will be considered outside these time limits.

### 15. Retention of Title

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15.1 In spite of delivery or collection, ownership (also known as “title”) in the goods shall not pass to you until you have paid the price for the goods in full and, where other sums payable to us from you are overdue, you have paid those sums too.

15.2 Until title in the goods passes from us to you VW HERITAGE PARTS CENTRE may at any time recover and resell the goods or demand the delivery up of any goods (if in your possession or under your control) if (a) any sum owed by you to VW HERITAGE PARTS CENTRE under any contract is not paid on the due date for payment and/or (b) if at any time VW HERITAGE PARTS CENTRE becomes concerned about the financial standing of the Customer and for this purpose VW HERITAGE PARTS CENTRE, its servants or agents together with all necessary and appropriate transport shall be entitled to an irrevocable free and unrestricted licence to enter upon your premises and/or all other locations where the goods are situated.

(i) You the customer shall possess the goods as Bailee of VW HERITAGE PARTS CENTRE: (ii) If VW HERITAGE PARTS CENTRE so requires, you shall store the goods for VW HERITAGE PARTS CENTRE in a proper manner without charge to VW HERITAGE PARTS CENTRE (iii) ensure that all goods clearly identified as belonging to VW HERITAGE PARTS CENTRE and (iv) not remove, deface or obscure any identifying mark or packaging on or relating to those goods . Without Prejudice, VW HERITAGE PARTS CENTRE shall be entitled to examine the goods in storage at any time during normal business hours upon giving you reasonable notice thereof.

## 16. Liability:

16.1 If you are a trade customer and without prejudice to your legal consumer rights, VW Heritage Parts Centre will not be responsible to you or, in the event that you are undertaking work for another person, to any other person, for the use or installation of any goods by you. Accordingly, as a trade customer, you agree to indemnify and hold harmless VW Heritage Parts Centre (including but not limited to its directors, employees, subsidiaries and affiliates) against any liability associated with, any claim or allegation that we are responsible for any failings in the installation or use of goods that we supply including but not specific to consequential loss in tort or otherwise.

16.2 Without prejudice VW Heritage Parts Centre will not be liable to you (whether in contract, tort (including negligence), breach of statutory duty or otherwise) for any: (i) contracts, goodwill, loss of profits, business, business opportunity and other similar losses, or any business interruption; or (ii)

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indirect or consequential loss, neither will we be liable to you for any other loss which is not a foreseeable consequence of us being in breach of these terms or our legal duties.

16.3 With reference to Clause 7.3 should the purchase of items be used for any other application than suggested by the manufacture & or VW Heritage Parts Centre. All risk and liability will be passed to you from the point of sale.

16.4 Nothing in these terms limits or excludes our liability for:

- death or personal injury caused by our negligence;
- fraud or fraudulent misrepresentation;
- breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- any other liability that cannot be limited or excluded by law.

## 17 Law & Jurisdiction

17.1 These terms are governed and enforceable by the Laws and courts of England.

17.2 Any dispute which cannot be amicably remedied by both parties, will be resolved under English law in the courts of England.

By signing this you hereby agree to our Terms and Conditions of Sale.

Company Stamp (if any):

Name of Signatory:

Signed:

Date:

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