

CCP 2008 – 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.
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.
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 discount level, in response to any extraordinary weakening of the Pound to Euro 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) Non-faulty goods credited will be subject to a 10% handling charge.
- 4) All distress or VOR purchase 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) If your Company does not use a UK carrier, we can arrange a DHL collection, this will be charged to your account at the current DHL Standard Rate £10.00. 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.

Facet Stock Cleanse

Any stock cleanse of Facet product must have the prior agreement of Capricorn Car Parts Ltd.

The value of goods returned will not exceed 10% of approved clients annual net good purchases during any year 1st November until 31st October.

Any product returned that is found not to be in a resalable condition will be repacked and a charge of 10% will be deducted from the value.

The product values will be credited from the client's last available invoiced price. If never purchased, items will be returned.

All remaining items less any repackaging charge will be credited and set against a compensatory order of the same value.

Warranty

Faulty goods, due to manufacture or material defects will be replaced Free of Charge on a one for one basis.

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 Rotating Electrics Range)

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 DHL "next day service UK Mainland". Although DHL quotes "more than 95% 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.

Distress or VOR purchases can be sent via the DHL Diamond Service charged at £ 12.50 per consignment up to 25 Kilo, for next day before 12.00am. Your business opening time must be advised to us prior to dispatch.