

# TERMS & CONDITIONS OF SALE

**Definitions** - For the purpose of these trading terms **South West 4WD Parts Plus** shall be known as “The Supplier” and the party purchasing goods/services from **South West 4WD Parts Plus** shall be known as “The Customer”.

**Used Auto Parts** – Used parts sold by the Supplier should be inspected by the Customer to assess their condition before use to confirm their suitability.

**Payment** – Payment may be made via

1. Cash
2. Credit Card/ EFTPOS cards
3. Monetary transfer through bank
4. Established credit account

Credit accounts are available to qualified customers. Applications for credit services must be submitted to the Supplier for approval. The Supplier reserves the right to refuse credit applications without reason.

**Delivery** – Delivery of goods to the Customers transport agent will constitute delivery to the Customer. The Customer will pay all delivery cost and any damage caused in transit will not be the responsibility of the supplier.

If the Supplier agrees to deliver goods to the Customer, the Customer agrees to pay the delivery fee (if any) notified to the Customer.

**Title and Risk** – Risk in the goods passes to the Customer on delivery to the Customer or his transport agent (including courier companies). All goods shall remain the property of the Supplier until all debts due to the Supplier are paid in full. Until such payment is made, the Customers shall be Bailee of goods and will return them to the Supplier if so required. The Customer irrevocably authorised the Supplier and its servants to enter upon the Customers premises without notice at any time for the purpose of examination or recovery of goods.

## Warranty

### A. Parts generally

All Parts sold by the Supplier have a three month guarantee against defective materials or workmanship from date of sale with the exception of electrical items which are guaranteed to work at the time of sale. The Supplier disclaims any liability for labour costs or other damage, loss of income, downtime/demurrage attributed to the failure of parts supplied by the Supplier. The Supplier will replace free of charge any parts that in his opinion after examination by the Supplier are defective through faulty material or manufacture. If no replacement part is available the Supplier shall refund the purchase price. All returned goods must be accompanied by proof of purchase. All goods must be returned to the Supplier, freight prepaid for inspection prior to warranty being acted upon. Parts used in competition are void of any warranty. Warranty is not transferrable.

## **B. Major Mechanical Items – Engines, Gearboxes, Differentials**

All motors sold by the Supplier with standard (Silver) Warranty are guaranteed against defective materials or workmanship for a period of three months from date of invoice. Extended Warranties are available at additional cost and if purchased will be noted on the invoice. Silver Warranty does not include any labour costs associated with part replacement. Parts are not guaranteed against failure or damage arising from faulty or incorrect fitting, incorrect application, damage caused by the failure of other components or equipment or any damage caused by any means over which the Supplier did not have control. Transport is not covered.

Engines are sold long bare. Accessories, manifolds and fuel systems are not guaranteed to be correct for your vehicle. Ensure close examination before installation and swap parts from original engine where necessary. In the event of any preliminary signs of malfunction it is the Customers responsibility to cease operation and report problem to Supplier. Failure to comply with this condition may result in more serious damage and void warranty entitlement. Repair authorisation must be obtained from the Supplier prior to commencement of any repairs. No claim will be recognised without prior authorisation.

Warranty is void if: Overheating occurs, Damage occurs due to lack of oil or incorrect oil, parts are improperly or inexpertly installed or maintained, missing heat tabs or if any part or assembly has been dismantled in any way

Broken or damaged gears in gearboxes and differentials are not covered by warranty.

### **Fitting requirements to ensure warranty**

1. Cooling system must be cleaned and serviced.
2. Thermostat & radiator hoses must be checked and replaced if necessary.
3. Diesel engine fitters need to service injectors and injector pumps. (No warranty will apply to engines that have damage caused by faulty injectors and or pumps).
4. All oil seals must be checked and replaced if necessary. (Be aware that leaking seals are not covered by warranty)
5. Warranty is void for components used in performance / modified vehicles or parts / competition / off road / race applications
6. Timing belts and idlers are to be replaced at customer's discretion and cost.

All change over motors to be returned to the Supplier as soon as possible or no warranty will be considered.

Turbo units are guaranteed to work on start up only.

### **Goods returned for credit – Goods returned for credit will only be accepted on the following basis.**

1. Parts have not been dismantled, are complete undamaged and properly packaged
2. All requested for credit must be received within 14 days of invoice date
3. All goods approved for return must be received within 21 days of invoice date and accompanied by
  - a) Invoice number and date
  - b) Reason for return
4. All freight on returns must be pre-paid.
5. A 20% handling fee may be charged on goods returned for credit.
6. At no time can refund amounts exceed original purchase price.
7. Electrical items that are sold in working condition are not returnable for credit.
8. No credit will be issued for
  - a) Items not purchased from the Supplier
  - b) Dismantled parts
  - c) Items specifically procured for the Customer

**South West 4WD Parts Plus** are to be notified of any claim prior to any warranty work commencing. Any work undertaken without consent will not be recognised. **South West 4WD Parts Plus** reserve the right to exchange, replace or repair any goods covered by warranty.

**Acceptance of Conditions of Sale** – The above conditions of sale constitute the basis of agreement between the Supplier and the Customer