

TruckProtect Ltd Terms & Conditions

28 Cardiff Road, Newport, South Wales, NP20 2ED
Tel: +44 (0)1633 252093 Fax: +44 (0)1633 213767
General Email vic.smith@truckprotect.com WebSite www.truckprotect.com
Company No: 05327251 VAT Registration No: 854448011



PLEASE READ A COPY OF THESE TERMS CAREFULLY BEFORE PLACING YOUR ORDER AND RETAIN A COPY FOR FUTURE REFERENCE

1. Interpretation

In these Terms and Conditions (Terms), the following words and phrases shall have the following meanings:

"the Buyer" means the person, firm or company who purchases the Goods from the Company;

"the Company" means TruckProtect Ltd;

"Contract" means any contract between the Company and the Buyer for the supply of Goods, each of which shall be deemed to incorporate these Terms;

"Goods" means any goods agreed in the Contract to be supplied by the Company to the Buyer;

2. The Contract

The Contract shall be on these Terms to the exclusion of all other terms and conditions, including any such terms and conditions that are purported to be included or applied by the Buyer.

No terms and conditions contained in the confirmation of order, purchase order or other document of the Buyer will form part of the Contract.

No Contract shall exist between the Buyer and the Company unless and until the Company has received and accepted the Buyer's order and sends the Buyer confirmation in writing or by email to the address or email address supplied by the Buyer. Once the Company does so a binding Contract will be made between the Buyer and the Company.

The Contract is subject to the Buyer's right of cancellation (see below).

Each Contract is also subject to availability of the Goods ordered. Where any Goods ordered are unavailable the Company will advise the Buyer as soon as reasonably possible and may treat the Contract as cancelled in respect of the unavailable Goods. The Company shall make a full refund of any payment received for any such cancelled Goods and neither party shall have any further liability to the other for the same. Part cancellation of a Contract shall not affect the Buyer's rights or obligations in relation to the non-cancelled part.

The Company may change these Terms, without notice to the Buyer, in respect of future sales.

3. The Goods and Price

The description and price for the Goods shall, unless otherwise agreed, be the price set out in the Company's current price list or on its website at the time the Buyer places its order. The price for the Goods shall be exclusive of all costs of carriage, insurance and applicable VAT which the Buyer shall pay in addition. If required by the Company, the Buyer shall, when submitting its order, pay such deposit as the Company shall direct.

Whilst the Company tries to ensure that all prices specified in its price list or on its website are accurate, errors may occur. If the Company discovers an error in the price of any Goods the Buyer has ordered the Company will inform the Buyer as soon as reasonably possible and give the Buyer the option of reconfirming its order at the correct price or canceling it. If the Company is unable to contact the Buyer or if the Buyer fails to respond within a reasonable period the Company will treat the order as cancelled. If the order is cancelled and the Buyer has already paid for the Goods, the Buyer will receive a full refund.

Packing and Postage: Shipping charges are as specified on the Company's website (details above) or other sales literature and are payable by the Buyer in addition to the price.

4. Payment

All orders must be paid for before despatch can take place. Payment can be made by **credit/debit card**

- Online by going to <http://truckprotect.com>
- By sending an email to: tporder@truckprotect.com with the words 'send me an order form' in the subject line.
- Telephone: 01633 252093 (Monday to Friday, 9am-5pm). Ask for TruckProtect Sales.

by cheque – made out to 'TruckProtect Ltd'. The order form should be printed off, completed and sent with cheque to: TruckProtect Ltd, Sales Department, 28 Cardiff Road, Newport, South Wales, NP20 2ED.

Payment shall not be deemed to have taken place until the receipt by the Company of cleared funds.

5. Risk in and Ownership of the Goods

Risk in the Goods shall pass to the Buyer on delivery. Ownership in the Goods shall not pass to the Buyer until the Company has received in full in cleared funds all sums due to the Company in respect of the Goods and all other sums which are or may become due to the Company from the Buyer on any account. Until ownership of the Goods has passed to the Buyer, the Buyer shall hold the Goods on a fiduciary basis as the Company's bailee; store the Goods separately from all other goods of the Buyer or any third party in such a way that they remain identifiable as the Company's property; not destroy or deface any identifying mark on the Goods or their packaging; maintain the Goods in satisfactory condition insured with the Company's interest noted on the policy and hold any proceeds of such insurance on trust for the Company and not mix them with any other money.

6. Delivery

Despatch will be within 28 days of receipt of order and clearance of funds and the Buyer should plan for such. However, it is the intention of the Company to despatch goods as soon as possible after receipt of order and payment. Normally we would expect orders to be despatched within 4-7 days, but delays do occur. Delivery will be to the address provided. If delivery cannot be made to the Buyer's address the Company will inform the Buyer as soon as possible and will refund or recredit the Buyer for any sum paid by the Buyer for delivery. If there is nobody at the address who is competent to accept delivery of the Goods the Company or its carrier will notify the Buyer of an alternative delivery date or place to collect the Goods.

Subject to the other provisions of these Terms, the Company shall not be liable for any loss, whether direct or consequential, economic or loss of profits or otherwise, arising directly or indirectly out of any delay in the delivery of the Goods nor will any delay entitle the Buyer to terminate or rescind the Contract unless the delay exceeds 60 days.

7. Additional Charges

Subject to the Buyer's right of cancellation (see below) the Buyer shall have no right to change an order once this has been submitted and accepted by the Company. If the Company does agree, in its discretion, to accept a requested change to an order the Company may impose an additional, discretionary administrative charge of £25 per transaction.

8. Right of Cancellation

The Buyer may cancel an order at any time from placing the order until 7 days after receipt by the Company of such order provided that:

- The Goods have not been fitted, tampered with or in any way spoiled in function or appearance as they arrived in their packaging.

- The Buyer has informed the Company, in writing within this period, that it wishes to cancel the order.

- The Buyer should email to returns@truckprotect.com, with the words 'I wish to return' in the subject line. The Buyer will receive an email back with the returns form.

- Letter to TruckProtect Ltd, 28 Cardiff Road, Newport, South Wales, NP20 2ED

- Fax to 01633 213767

The Buyer will be responsible for the cost of posting the Goods back to the Company. Should the Buyer fail to return the goods to the Company and the Company is forced to recover them, the Buyer will also be liable to pay for the Company's cost of doing so, which costs will be recovered from the amount due to be refunded.

9. Variations

Any variation to these terms & conditions shall only be valid if agreed in writing by the Company in writing or another durable medium, including email.

10. Warranties

The Company warrants that the Goods will be fit for their purpose when supplied and will be free from defects for 12 months from the date of supply. This warranty does not affect the statutory rights of any Buyer who is a consumer.

If the Buyer wishes to make a claim under this warranty, the Buyer shall give written notice to the Company within 30 days of the discovery of the defect and give the Company a reasonable opportunity to inspect the Goods in question.

The Company shall not be liable for any breach of warranty if the Buyer makes any further use of the Goods after giving such notice.

This warranty does not apply to any defect in the Goods arising from fair wear and tear, willful damage, accident, negligence by the Buyer or any third party, use otherwise than as recommended by the Company, failure to follow the Company's instructions or any alteration or repair carried out without the Company's written (including email) approval. The Company's liability under the warranty shall be limited to repairing or replacing the Goods in question or refunding the price of such Goods.

The Company makes no other warranties or conditions express or implied. The warranties contained in these Terms are exclusive and are in lieu of all other warranties and conditions, whether express or implied, including without limitation, any implied conditions of satisfactory quality, merchantability or of fitness for a particular purpose.

11. Limitation of Liability

The Company does not seek to limit or exclude liability for: death or personal injury arising from the Company's negligence; and/or any breach of undertaking as to title, quiet possession or freedom from encumbrance which is implied by the law applicable to the Contract; and/or any fraud by the Buyer.

Subject as set out above, the Company's liability in contract, tort or otherwise arising out of the subject matter of the Contract shall not exceed the value of the goods supplied and the Company shall under no circumstances be liable to the Buyer for any consequential, indirect or economic loss or damages, except to the extent to which it is unlawful to exclude such liability under the law applicable to the Contract.

12. Force Majeure

If either party is subject to an event of Force Majeure, that is circumstances outside its reasonable control, including but not limited to war, fire, industrial disputes or civil commotion, it shall notify the other and the first party's obligations under the Contract shall be suspended until it notifies the other party of the end of such event of Force Majeure.

13. Data Protection

The Company will take all reasonable precautions to keep the details of the Buyer's order and payment secure, but unless the Company is negligent, the Company will not be liable for unauthorised access to information supplied by the Buyer. The Company will only use the information the Buyer provides about itself for the purpose of fulfilling the Buyer's order, unless the Buyer agrees otherwise. The Buyer can correct any information about itself, or ask for information about itself to be deleted, by giving written notice to the Company at the address, fax number or email address shown above.

14. General

If any term of the Contract is found to be void or unenforceable by any Court of competent jurisdiction, such part shall be severed from the Contract which will otherwise remain in full force and effect.

These Terms and the Contract shall be governed by and interpreted according to English Law and the parties submit to the exclusive jurisdiction of the English Courts.

The Buyer's statutory rights are not affected by the terms and conditions set out here.

For more information about TruckProtect Ltd – visit www.truckprotect.com