

DCS Parts and Services Ltd

TERMS AND CONDITIONS OF SUPPLY AND SERVICES

1 INTERPRETATION

In this document the following words shall have the following meanings:

- 1.1 "Consumer" shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;
- 1.2 "Customer" means any person who purchases Services from the Supplier;
- 1.3 "Proposal" means a statement of work, quotation or other similar document describing the services to be provided by the Supplier;
- 1.4 "Services" means the services specified in the Proposal;
- 1.5 "Supplier" means DCS Parts and Services Ltd of 5 Buckingham Square, Hurricane Way, Wickford, Essex, SS11 8YQ, UK;
- 1.6 "Terms and Conditions" means the terms and conditions of supply set out in this document and any special terms and conditions agreed in writing by the Supplier.

2 GENERAL

- 2.1 These Terms and Conditions shall apply to all contracts for the supply of Goods and Services by the Supplier to the Customer and shall prevail over any other documentation or communication from the Customer. Additional conditions if any will be attached as Appendixes and will also form part of these terms and conditions.
- 2.2 Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by the Supplier.
- 2.3 Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Supplier may be entitled in relation to the Services, by virtue of any statute, law or regulation.
- 2.4 Nothing in these Terms and Conditions shall affect the Customer's statutory rights as a Consumer.

3 THE ORDER

- 3.1 The Proposal attached to these Terms and Conditions shall remain valid for a period of 30 days.
- 3.2 The Customer shall be deemed to have accepted the Proposal by signing the Agreement attached to the Proposal thereby placing an order with the Supplier and further including a deposit (if required) payment of 50% of the total order value.
- 3.3 All Orders for the Services shall be deemed to be acceptance of the Proposal pursuant to these Terms and Conditions.

4 PRICE AND PAYMENT

- 4.1 The price for the Services is as specified in the Proposal and is inclusive of VAT and any applicable charges outlined in the Proposal.
- 4.2 Payment of the price shall be in the manner specified in the Proposal.
- 4.3 If the Customer fails to make any payment within 7 days of it becoming due, the Supplier shall be entitled to charge interest at the rate of 1.5% per month on the outstanding amounts.
- 4.4 All materials supplied by the supplier remain the property of the supplier and the customer agrees to allow the supplier access to retrieve any materials supplied should the materials not be paid for in full by the customer by the due date as mentioned in paragraph 4.3.

5 CUSTOMER OBLIGATIONS

To enable the Supplier to perform its obligations the Customer shall:

- 5.1 Co-operate with the Supplier;
- 5.2 Provide the Supplier with any information reasonably required by the Supplier;
- 5.3 Obtain all necessary permissions, licences and consents which may be required before the commencement of the services, the cost of which shall be the sole responsibility of the Customer; and
- 5.4 Comply with such other requirements as may be set out in the Proposal or otherwise agreed between the parties.

6 SUPPLIER'S OBLIGATIONS

- 6.1 The Supplier shall perform the Services with reasonable skill and care and to a reasonable standard in accordance with recognised standards and codes of practice.
- 6.2 The Supplier accepts all responsibility for the condition of tools and equipment used in the performance of the Services and shall ensure that any materials supplied shall be free of defects.
- 6.3 The Supplier provides the following guarantee(s) in relation to the Services carried out:
12 months on workmanship (materials are not guaranteed by the Supplier)

7 LIMITATION OF LIABILITY

- 7.1 Nothing in these Terms and Conditions shall exclude or limit the liability of the Supplier for death or personal injury, however, the Supplier shall not be liable for any direct loss or damage suffered by the Customer howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the price of the Services.
- 7.2 The Supplier shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Customer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.
- 7.3 For the avoidance of doubt, time shall not be of the essence and the Supplier shall incur no liability to the Customer in respect of any failure to complete the Services by any agreed completion date unless otherwise specified in the Proposal.

8 CANCELLATIONS

- 8.1 The Customer may cancel an Order by notifying the Supplier first by phone within 24 hours, then in writing at the address above within 7 days of placing an Order and any deposit paid will be refunded in full.
- 8.2 If the Customer fails to cancel the order within the time specified in Clause 8.1 any deposit paid may not be returnable.

9 FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

10 SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

11 GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the law of England and Wales the parties hereby submit to the exclusive jurisdiction of the English courts.