

1. TERMS AND CONDITIONS

Any order accepted by Darwen Diesels Ltd whether orally or in writing is subject to these Terms and Conditions. In the event of there being any conflict then these Terms and Conditions shall prevail and shall override any Terms and Conditions stipulated incorporated or referred to by Clients in his order, correspondence or negotiations or otherwise. Neither Darwen Diesels Ltd nor the client shall be bound by any variation, waiver or addition to these conditions or the terms of order except as agreed by both parties in writing.

2. ORDERS

No order submitted to Darwen Diesels Ltd by the client shall be deemed to be accepted by Darwen Diesels Ltd unless and until confirmed in writing by the client's authorised representative.

Cancellation or amendments to orders will only be considered if made in writing by the client to Darwen Diesels Ltd and if clients compensate Darwen Diesels Ltd for all costs and expenses and loss incurred in relation to the order.

The client shall be responsible to Darwen Diesels Ltd for ensuring the accuracy of the terms of any order, including any applicable specification submitted by the client, and for giving Darwen Diesels Ltd any necessary information relating to the Goods within a sufficient time to enable Darwen Diesels Ltd to perform the contract in accordance with its terms.

3. SPECIFICATION OF GOODS SUPPLIED

Darwen Diesels Ltd will take all reasonable care to ensure that goods supplied meet the clients specification but accept no liability for changes made by the manufacturer in the specification.

Darwen Diesels Ltd shall be indemnified by the client in respect of any claims, costs, losses and expenses which it may incur as a result of any civil claims or proceedings brought against it arising from goods supplied to the client. This indemnity shall extend to any amounts paid on lawyer's advice in settlement of any claim.

Darwen Diesels Ltd reserves the right to make any changes in the specification of the goods which are required to conform to any applicable safety or other statutory requirements or, where the goods are to be supplied to Darwen Diesels Ltd specification, which do not materially affect their quality or performance.

4. PRICE & ESTIMATES

Estimates are based on current costs from the manufacturer and are valid for 30 days.
All prices are ex-works. An extra charge is to be made for carriage.

Darwen Diesels Ltd reserves the right to amend any estimate on or at any time after acceptance to meet any rise in costs from the manufacturer or operating costs.

5. WARRANTIES

Darwen Diesels Ltd warrants to the buyer that goods shall be free of defect in workmanship and materials. If any goods contain such defects, then upon written notice thereof, Darwen Diesels Ltd shall have the right at its discretion to repair or replace the defective goods or to refund a pro-rata proportion of the purchase price applicable to the defective goods. In no event shall Darwen Diesels Ltd be liable under this warranty for any amounts excess of the purchase price of the goods and no allowance will be made for labour. Darwen Diesels Ltd shall not be liable for contingent of consequential damages.

This warranty covers goods manufactured, remanufactured and serviced by Darwen Diesels Ltd for a period of 12 months after delivery to the user/purchaser. Components and products manufactured by others, which are used in the servicing of fuel injection equipment or which are offered for resale complete, shall be warranted only to the extent of the warranties of the respective manufacturers.

All units must be fitted as per respective manufacturers instructions and proof of vehicle servicing to manufacturers specifications may be required. All other warranties and conditions expressed or implied are excluded.

Darwen Diesels Ltd shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the manufacturers instructions, misuse, or alterations or modifications to the original specification and use.

Darwen Diesels Ltd shall be under no liability under the above warranty if the total price for the goods has not been paid for by the due date for payment.

To maintain the quality and effectiveness of our exchange scheme we must insist that old core units are returned in 'off engine' condition within 14 days of receipt.

6. PAYMENT

Invoices are payable net monthly unless otherwise agreed. In the event of failure to make payment by the due date interest may be charged at the rate of 8 per cent above the base rate of Nat West Bank Plc from time to time prevailing, such interest to accrue on a daily basis.

7. CLAIMS & LIABILITY

Any claim by the Buyer which is based on defect or damage to or delay in delivery of goods or their failure to correspond with specification must be notified to Darwen Diesels Ltd in writing within 7 days of the date of despatch or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. Darwen Diesels Ltd shall not be liable in respect of any claim unless such notification has been made.

The invoice number must accompany all items returned.

Where goods are defective for any reason - see 'Warranties' - Darwen Diesels Ltd's liability shall be limited to rectifying such defect by way of supplying a replacement part(s).

8. DELIVERY

Darwen Diesels Ltd will make all reasonable efforts to meet the delivery date quoted on the order but delivery dates are quoted in good faith and should be treated as estimates only.

Where it is expressly agreed between Darwen Diesels Ltd and client that time is of the essence, client shall nevertheless not be entitled to treat the contract as terminated by reason of any failure of Darwen Diesels Ltd to comply with any dispatch or delivery date or time.

The method and appropriate insurance for delivery will be at the discretion of Darwen Diesels Ltd and Darwen Diesels Ltd reserves the right to send work by an alternative courier (where time is of the essence) and make an additional charge therefore.

Any items specially ordered by Darwen Diesels Ltd for the buyer shall be paid for in full if Darwen Diesels Ltd is unable to return the items to the manufacturer.

The risk of the goods shall pass to the client at the point that the goods leave Darwen Diesels Ltd premises.

9. INSOLVENCY OR CREDIT RISK

If the client at any time fails to provide satisfactory proof of credit-worthiness to Darwen Diesels Ltd or does not comply with the payment terms under clause 6 hereof or ceases to pay his debts in the ordinary course of business or cannot pay his debts as they become due or being a company is deemed to be unable to pay its debts or has a winding up petition issued against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him/her Darwen Diesels Ltd without prejudice to other remedies shall have the right not to proceed further with the contract or any other goods ordered by the Buyer.

10. RETENTION OF TITLE

Notwithstanding clause 7 the work shall remain the property of Darwen Diesels Ltd until paid for in full and the client receives and holds the work in a fiduciary capacity as bailee for Darwen Diesels Ltd.

In the event of the clients insolvency or failure to make payments by the due date Darwen Diesels Ltd has the right to enter the clients premises and recover all goods not yet paid for in full.

11. DISCRETION OF DARWEN DIESELS LIMITED

Darwen Diesels Ltd shall at any time have the right to refuse to continue to supply goods to the buyer. In such circumstances the buyer shall immediately be liable to pay Darwen Diesels Ltd for all goods supplied.

12. GOVERNING LAW

These conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of England.