

LPG-Cars Terms & Conditions

LPG Installation and other Services

- 1. A pre-payment is payable to secure a date for conversion, this is only refundable in certain unforeseen circumstances and at the discretion of LPG-Cars Ltd.
- 2. We will do our best to fit the chosen equipment of the right size and in the desired location. If we are unable to do so due to space constriction or other factors then our head technician will identify and agree the best alternative with the Customer and install accordingly.
- 3. The prices quoted are for the LPG system only. If during our installation we uncover additional work required on non-LPG components then we will agree with the Customer the additional cost before proceeding. The charges are to be fully settled before collection of the vehicle.
- 4. We do from time to time use third parties to provide the service and the same terms and conditions below apply to such services unless specifically advised otherwise.
- 5. All charges for work undertaken are payable on completion in cash unless arrangements for credit or for payment by cheque satisfactory to the Company are made in advance. Cheques will only be accepted to the limit of the banker's card. Credit cards (if acceptable to the Company) may be permitted subject to usual checks being made.
- 6. Repair charges will be based on the labour and material costs involved. With the exception of parts retained for return for credit under a Manufacturer's 'Exchange Unit' scheme, parts replaced will be destroyed unless instructions to the contrary are received from the Customer prior to or at the commencement of the repairs.
- 7. The Company reserves the right to charge for storage if a vehicle is not removed within 3 working days of notification of completion of work.
- 8. In the event of any defect developing within 6000 miles or 6 months (whichever is the sooner), and the same being reported in that time, the Company will make every reasonable endeavour to rectify the same free of charge if due to defective workmanship. On some systems the period of guarantee may be extended at the discretion of the Company and will be clearly indicated on the certificate provided to the Customer on completion of the work.
- 9. The Company will use its best endeavours to pass on, where available, the benefit of any Manufacturer's warranty or guarantee given in respect of replacement parts or materials supplied or used in any repair.
- 10. Commercial vehicle parts will be sold with the benefit of the Manufacturer's warranty if available. Such parts when sold or supplied by the Company to Customers who are not 'consumers' as defined in the Unfair Contract Terms Act 1977, are sold on the express understanding that the Company shall not be responsible for any claim for loss of use, inconvenience, the hire of alternative transport or consequential loss or damage of whatever nature and howsoever caused.
- 11. The Customer is expected to ensure that all items of value including money are removed from the vehicle before it is placed with the Company for attention. If the Customer fails to do so the Company will not accept responsibility for any losses which arise whilst the vehicle is in the possession of the Company.
- 12. In the process of undertaking work the Company may need to replace small items termed as 'Consumables or Sundries', these items will be charged to the Customer and are payable in accordance with payment terms outlined in these 'Terms and Conditions'.

Parts

- 1. In these terms 'the Seller' shall mean the Company (LPG-Cars Ltd) 'The Purchaser' shall mean any or all of the persons in whose name the parts are ordered or invoiced. 'The Manufacturer' shall mean manufacturer of the goods and 'The Importer', if applicable, shall mean the importer authorised by the Manufacturer to import the goods on his behalf.
- 2. An order is not binding on the Seller unless confirmed in writing by the Seller.
- 3. The Seller will endeavour to secure delivery of the goods by the estimated delivery date (if any) but does not guarantee delivery and shall not be liable for any damage, loss or claim of any kind in respect of delay in delivery. The Seller shall not be obliged to fulfil orders in the sequence in which they are placed or accepted.
- 4. The contract is subject to and incorporates any terms and conditions which the Manufacturer or

Importer may at any time attach to the supply of the goods or to the resale of goods by the Seller unless such terms and conditions are inconsistent with the terms hereof, in which event the terms hereof shall apply. A copy of the current terms and conditions so attached by the Manufacturer and/or Importer may be inspected on application to the seller. The Seller shall not be liable for any failure to deliver the goods occasioned by its inability to obtain them from the Manufacturer or Importer or by its compliance with such terms and conditions.

- 5. The Seller undertakes that it will use its best endeavours to obtain for the purchaser the benefit of any warranty or guarantee given by the Manufacturer or Importer in respect of goods.
- 6. Notwithstanding any sum for current taxes specified in the order, the sum payable by the purchaser in respect thereof shall be such sum as the seller has, or must pay at the time of taxable supply of the goods.
- 7. If after the date of this order and before delivery of goods to the Purchaser the Manufacturers or Importers recommended price for any of the goods shall be altered, the increase in the price shall be added to, and become part of, the contract price.
- 8. If the purchaser shall fail to pay for and collect the goods within seven days of notification that the goods are available for delivery, the seller shall be at liberty to dispose of the goods and to treat the contract as repudiated by the Purchaser and thereupon any deposit shall be forfeited without prejudice to the Sellers right to recover from the Purchaser by way of damages any further losses or expense which the Seller may suffer or incur by reason of the Purchaser's default.
- 9. The property in the goods shall remain with the Seller until the Purchaser has paid to the Seller the price of all goods supplied under the contract for the supply of goods and all other sums owing at any time by the Purchaser to the Seller (including, without prejudice to the generality of the foregoing, or sums owing by the Purchaser to the Seller at any time in respect in any supply of goods under any other contract).
- 10. Goods incorrectly supplied by the Seller may be returned to the Seller for credit of the Purchaser provided that the goods are returned within seven days of delivery and are unused or undamaged and in the same condition as when delivered to the Purchaser. The Seller reserves the right to levy a 25% handling charge on any goods returned for credit. No credit will be given by the Seller in respect of delivery, postage or transit charges levied by the seller or incurred by the Purchaser.
- 11. The Seller will give the Purchaser credit in respect of 'Exchange Units' provided the unit is returned within 90 days of the date of sale of the new unit and the exchange unit is returned in a condition and to a specification acceptable to the Manufacturer and the date of return forms part of the Manufacturers Exchange Plan. The Seller reserves the right to refuse to give the Purchaser credit if in the Sellers opinion the Manufacturer will not give the Seller credit for the 'Exchange Unit'. Notwithstanding the above the Seller reserves the right to levy such charge upon the Purchaser as the seller shall deem appropriate in order to render the 'Exchange Unit' in a condition acceptable for return to the Manufacturer.

General

- A. Any notice given hereunder must be in writing and sent by post to the residence or place of business of the person to whom it is addressed, or in the case of the Purchaser, to his address in the order documentation and shall be deemed to have been received in due course of post.
- B. This document contains the whole terms of contract and no alteration or variation of the terms of contract shall be valid unless agreed and made in writing by the authorised Official of the Seller and no waiver of any breach by either party to the terms of contract shall prejudice the Seller strict legal right hereunder.

NOTHING HEREIN CONTAINED IS INTENDED TO AFFECT, NOR WILL AFFECT, A CONSUMERS STATUARY RIGHTS UNDER LEGISLATION CURRENTLY IN FORCE.

DATA PROTECTION ACT

- We would like to use your details to send you information about promotions, services or our other products which we believe may be of interest to you. We would also like to use your information to conduct market research and customer surveys. In order to do this we may need to share your details with our subsidiary and associated companies or the manufacturers whom we represent. If you do NOT agree and would like us NOT to contact you (by post, telephone, email or sms) please let us know when you place the order.