

TERMS AND CONDITIONS OF SALE

ACCEPTANCE OF ORDERS: All contracts of sale made by Red 9 Design shall be deemed to incorporate these terms and conditions which shall prevail over any other document or communication from the party whom Red 9 Design is dealing ("The Customer"). All orders are accepted and fulfilled subject to these conditions of sale unless otherwise verified by agreement in writing by Red 9 Design.

CARRIAGE, POST & PACKING: Post via Parcel Force Standard and packing is included. Other carriage is available at extra cost. Please enquire for rates.

PRICES: Goods are invoiced at the prices ruling at the time of invoice. VAT will be added to all goods and services where appropriate at the prevailing rate. Prices shown are correct at time of printing, but may be varied without notice by Red 9 Design.

DELIVERY: Any time or date for delivery stated by Red 9 Design shall be treated as an estimate only. Whilst every effort will be made to despatch goods on time no liability can be accepted by Red 9 Design for failure to deliver within the advertised times.

Red 9 Design will accept no liability for shortages, damage to or non-delivery of goods unless The Customer notifies Red 9 Design in writing within three business days of receipt of goods.

The Customer shall be bound to accept the goods when they are ready for delivery by Red 9 Design and delivery shall be deemed to take place when the goods are delivered to The Customer at the nominated address for delivery or to a nominated carrier as the case may be whereupon the risk of loss, breakage or any other damage whatsoever shall pass to The Customer.

Red 9 Design shall not be liable for loss of profit or other consequential loss and its liability (whether in contract or otherwise) shall in no case exceed the price of the article in question.

PAYMENT TERMS: Payment by cheque or credit card shall be deemed to have been received only when the full amount of the value of the goods as invoiced has been credited to Red 9 Design's bank account without recourse or Red 9 Design receive the full amount in cash.

PRODUCT SPECIFICATIONS, DIMENSIONS ETC: Red 9 Design reserves the right without prior notice to vary specifications, dimension and quantities of any goods without any liability to The Customer arising directly or indirectly from any such variation.

SUPPLY: In the event that Red 9 Design is unable to supply goods as ordered by The Customer, Red 9 Design reserves the right to offer goods of equal or superior quality comparable to or compatible with the goods ordered.

PROPERTY AND TITLE: No property or title of goods shall pass from Red 9 Design to The Customer unless and until the full amount of the value of the goods invoiced has been credited to Red 9 Design's bank account without recourse or Red 9 Design receive the full amount in cash and The Customer shall indemnify Red 9 Design against any loss or damage to the goods prior to the passing of property therein whilst in The Customer's custody. Risk of damage to or loss of the goods shall pass to The Customer at the time of delivery or if The Customer wrongfully fails to take delivery of the goods, at the time when Red 9 Design has tendered delivery of the goods.

FORCE MAJEURE: In the event that Red 9 Design is prevented from carrying out its obligations under a contract for sale as a result of any cause beyond its control such as but not limited to Acts of God, War Strikes, Lockouts, Flood and Failure of third parties to deliver goods, Red 9 Design shall be relieved of its obligations and liabilities under such contract for sale as long as such fulfilment is prevented.

TRADE NAME AND MARK: Indications of trade names or marks (other than those of Red 9 Design) shown in any documentation by Red 9 Design are not restricted to indications of manufacture but may be indicative of general use of systems, machines etc. associated with the use of such products.

CANCELLATION: Red 9 Design reserves the right not to accept cancellation of orders. Where cancellation is accepted Red 9 Design reserves the right to indemnify from The Customer in full for costs incurred.

RETURNS: Items returned undamaged, unopened and fully marketable may be returned within one month of purchase, together with the sales invoice. Red 9 Design reserves the right to make a Handling/administration charge.

Special order items are non-returnable.

Red 9 Design reserves the right not to credit surcharge charges for items where

- (a) The parts returned are not accompanied by the invoice issued at the time of purchase.
- (b) The parts returned are not a direct exchange for the parts supplied.
- (c) The parts returned are extensively damaged so that the parts are as scrap only.
- (d) The parts returned are incomplete, in comparison to the parts supplied.

WARRANTY: All goods sold by Red 9 Design are warranted free from defects in materials and workmanship. If Red 9 Design shall receive a written complaint from The Customer in respect of goods found to be defective in respect of materials or workmanship only within 30 days of delivery, Red 9 Design, after it has had a reasonable time to investigate the same and examine the goods in dispute, shall be entitled at its option to repair or replace the defective goods or refund the purchase price.

No claim will be entertained in respect of any goods which have been repaired or altered in any way or have been the subject of any accident or damage caused by any innocent, wilful or negligent act or omission of The Customer, its employees or agents or through use contrary to the manufacturers instructions by The Customer, its employees or agents or by circumstances beyond the control of Red 9 Design or goods which cannot be shown to have been supplied by Red 9 Design.

Red 9 Design accepts no liability for claims of labour or any other charges with regards to fitting, removal, testing or any other procedures relating to the parts whether or not they are found faulty.

All parts sold by Red 9 Design carry a standard 1 Year Guarantee.

THE COMPANY'S LIABILITY: Red 9 Design shall under no circumstances whatsoever be liable for any indirect or consequential loss howsoever caused.

Red 9 Design's liability in respect of breach or non-performance of any order shall be limited to the invoiced value to which the claim relates.

Goods are not tested or sold as fit for any particular purpose or for use under any specific conditions.

Red 9 Design shall not be liable if the parts supplied are used in any form of motor competition or application for which it was not intended, or not in accordance with our or the manufacturers recommendations.

HEALTH AND SAFETY AT WORK ACT 1974 AND CONSUMER PROTECTION ACT 1987: In compliance with the above legislation Red 9 Design confirms that the goods supplied by Red 9 Design do not present a hazard to health and safety when properly used for the purpose for which they are designed and provided also that The Customer or its employees or agents take reasonable and normal precautions in their use.

MISCELLANEOUS: Red 9 Design does not offer goods on a sale or return basis.

If any provision hereof shall be held to be invalid, illegal or unenforceable the validity and enforceability of the remaining provisions shall not be in any way affected or impaired thereby.

Waiver by Red 9 Design of any breach of these conditions or any granting of time or indulgence by Red 9 Design to The Customer shall in no way affect the rights of Red 9 Design hereunder.

All heading are for convenience only and do not form part of these terms and conditions

Any notice or demand to be given hereunder shall be in writing and shall be delivered by hand or sent by first class prepaid letter to the last known address of the party to be notified and shall be deemed to have been served immediately if delivered by hand and forty eight hours after posting if posted as aforesaid.

The Laws of ENGLAND shall govern the validity, construction and performance of any contract to which these Terms and Conditions apply and the parties submit to the jurisdiction of the ENGLISH COURT.