

WARRANTY, TRADING TERMS & CONDITIONS OF SALE

Unless otherwise stated parts of vehicles sold from this establishment are secondhand, salvaged items from damaged vehicles and are sold as such.

Whilst we try to give good value and reliability, we cannot guarantee each part to be absolutely perfect and this is reflected in our pricing structure. We will always try to supply the exact part that our customers require. Due, however, to the numerous variations in make, model, design and year of manufacture we cannot give any guarantee that any parts are correct for the purpose required.

All sales are made on the strict understanding that the customer is responsible for making sure that the parts bought are correct for the particular vehicle.

We will, however, attempt to replace the parts with the correct ones if returned in the same condition as when purchased, accompanied with the receipt and within seven days.

DEPOSITS:

Deposits are non-refundable and valid 28 days only.

- The Warranty period is shown on your receipt. The receipt forms part of your warranty and is therefore required for any claims.
 - Where new parts have been supplied, the benefits of the manufacturer's warranty apply along with their conditions of sale. Car Transplants only acts as an agent for these goods.
 - If you do experience any problems, we advise you to call us for advice. The telephone number is shown on your receipt.
 - The Warranty does not cover failure caused by overheating misuse, negligence, accident, alteration, incorrect or non-recommended application and damage caused by incorrect specification or levels of oils and fluids, coolants and anti-freeze.
 - This Company uses tamper proof devices and marking. In addition heat sensitive tabs are used on engines and cylinder heads. If the tab is melted, missing or damaged, warranty is void.
 - We reserve the right to examine engines/gearboxes/axles for any alleged fault whilst the unit is still fitted to the vehicle.
 - If a Warranty claim is found to be valid we reserve the right to either repair or replace the unit or refund the purchase price only on return of the unit to ourselves. We accept no liability for any labour costs incurred.
 - Any merchandise or invoice marked "as is"/"as seen" will void this certificate of limited warranty. This means No Warranty - No Refund.
 - It is the responsibility of the customer or installation mechanic to ensure that all joints, seals, hoses and plugs fit/join, and are securely fastened. That the cooling system is functioning without leaks and blockages, and that a new oil filter and oil are installed. We strongly recommend that a new cam belt can be fitted correctly, if applicable.
 - This Warranty only covers the main item(s) as described on the invoice i.e. When left attached to, for example an engine, this warranty does not cover for water pump, fuel pump, carburetor, distributor, computers, switches, manifolds, clutch, rear main oil seals, driveshaft transmission seals, etc.
 - A handling charge of 20% of the purchase price will be made on parts that have been correctly supplied, but are no longer required. These parts must be returned within seven days with the receipt.
 - Transmissions are warranted to be in good working order against slippage, shifting failures or excessive noise.
 - Back axles are guaranteed to work properly, bearings are guaranteed free from excessive noise at time of purchase. Where left attached, brakes, suspension bushes are not covered as per paragraph 10.
 - All engines are warranted against cracked cylinder blocks or head, excessively worn camshaft or crankshaft, excessive smoking, and to be in running order unless otherwise stated.
 - Cylinder heads are guaranteed against cracks only!
 - All warranty work must be done by a certified workshop and or permission to do work must be given by an authorised agent of Car Transplants.
 - This Warranty is not transferable and does not cover damage if parts are used in connection with racing purposes or vehicles with racing equipment or damage by accident or misuse.
 - It is an understanding of both parties, that the parts supplied are to be used for normal road use. If the parts are fitted to e.g. taxis, hire vehicles, prototypes, competition vehicles, etc. The Vendor should be notified at point of sale as this may invalidate or impair the terms of this warranty.
 - All warranty claims must be represented to an authorised agent or manager of Car Transplants within the stipulated period from date of purchase of this warranty to be valid.
 - All implied warranties are limited to the terms of the limited warranty, consequential or incidental damages are not covered under this warranty.
 - The Vendor accepts no responsibility for damage to the said part or any motor vehicle to which it is fitted or impaired performance caused by faulty or inefficient installation or subsequent damage caused by lack of maintenance or for any loss of use of a motor vehicle whilst a part is being returned for exchange.
 - Title to the goods shall remain with the Vendor (Car Transplants) until the full purchase price thereof has been paid and all monies duly cleared.
 - Car Transplants does not assume responsibility for towing charges, lay-up time, telephone, loss due to downtime, cost and lodging, cost of vehicle use, inconvenience, car or truck rental, postage, carriage, etc.
 - These terms of business are not intended to restrict or exclude any legal rights bestowed or implied by law or a customer's statutory rights under the Sale of Goods Act 1979 or the Unfair Contract Act 1977, or any amendment thereof.
- ### 1 Interpretation

In these Conditions:

Customer	shall mean the Customer whose particulars appear overleaf
Seller	shall mean Car Transplants
Goods	shall mean any goods (or instalment or part thereof) howsoever ordered by the Customer from the Seller.
 - ### 2 Basis of Sale

These Conditions of Sale together with such conditions as are to be implied by law from the entire agreement between the Customer and Seller and may only be varied in writing by an officer of the Seller. Any alleged verbal representations or collateral contracts shall be of no effect unless complying with the requirements of this clause.
 - ### 3 Price of Goods

Prices quoted are exclusive of VAT, carriage and installation, and remain valid for a period of 14 days.
 - ### 4 Payment

 - Until a Credit Account has been opened by the Seller in favour of the Customer, payment is due in cash with order or against a pro-forma invoice.
 - Time of payment shall be of the essence. A Customer in whose favour a Credit Account has been opened must pay for the Goods on the 28th of the month following date of invoice ("the due date") or to any alternative terms agreed.
 - Where payment is not made by the due date, regardless of its other remedies, the Seller shall be entitled to charge interest. Interest will be calculated as per the "Late Payments of Commercial Debts Regulations 2002", and any amendments to said legislation thereafter.
 - If any payment is dishonoured or countermanded by the Customer, the Seller shall have the right to charge the Customer a £25.00 administration fee.
 - ### 5 Delivery

 - Any delivery date quoted is in good faith, but the Seller shall not be responsible for any delay in delivery of the Goods howsoever caused. Time of delivery shall not be of the essence.
 - The Seller shall be entitled to make delivery by instalments, and to invoice the Customer separately for each instalment.
 - Any failure by the Customer to accept delivery (save upon such ground for rejection as are specified in the lay relating to the Sale of Goods) shall be deemed to be a breach of contract.
 - ### 6 Risk and Title to the Goods

 - The Goods are at the risk of the Customer from the time of delivery.
 - Ownership of the Goods shall not pass to the Customer until the Seller has received in full (in cash or cleared funds; all sums due to it in respect of:
 - the Goods, and
 - all other sums which are or which become due to the Seller from the Customer on any account.
 - Until ownership of the Goods has passed to the Customer, the Customer must:
 - hold the Goods on a fiduciary basis as the Seller's bailee.
 - store the Goods (at no cost to the Seller) separately from all other Goods of the Customer or any third party in such a way that they remain readily identifiable as the Seller's property;
 - not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - maintain the Goods in satisfactory condition insured on the Seller's behalf for their full price against all risks to the reasonable satisfaction of the Seller. On request the Customers shall produce the policy of insurance to the Seller; and
 - hold the proceeds of the insurance referred to in condition 6.3.4 on trust for the Seller and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.
 - The Customer may resell the Goods before ownership has passed to it solely on the following conditions:
 - any sale shall be effected in the ordinary course of the Customer's business at full market value and the Customer shall hold such part of the proceeds of sale as represent the amount owed by the Customer to the Seller on behalf of the Seller and the Customer shall account to the Seller accordingly; and
 - any such sale shall be a sale of the Seller's property on the Customer's own behalf and the Customer shall deal as principal when making such a sale.
 - The Customer's right to use, sell, or have possession of the Goods shall terminate immediately if:
 - the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any Act for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency of possible insolvency of the Customer.
 - the Customer suffers or allows any execution, sequestration, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe/perform any of his/its obligations under these Conditions or any other contract between the Seller and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade; and/or
 - the Customer encumbers or in any way charges any of the Goods.
 - The Seller shall be entitled to recover payment or the Goods notwithstanding that ownership of any of the Goods has not passed from the Seller.
 - The Customer grants the Seller, its agents and employees an irrevocable license at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated to recover them.
 - ### 7 Warranties and Liability

 - 1.1 the Seller shall be under no liability in respect of any defect or lack of performance arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow Seller's instructions, or misuse, alteration or repair of the Goods without the Seller's approval;
 - 1.2 if the Goods are not of the Seller's manufacture, but ordered for the Customer from a 3rd party, the warranty shall be that manufacturer's warranty or such warranty as is implied by law, whichever shall be longest;
 - 1.3 the Seller shall be under no liability if the full purchase price for the Goods has not been paid by the due date.
 - ### 7.2

Where the Seller accepts a claim made by the Customer in respect of the Goods, the Customer's right shall be to a full or partial refund or replacement, at the Seller's option. In no circumstances shall the Seller have any further liability; save nothing herein contained shall exclude any liability on the Seller for death or personal injury arising from the negligence of its employees or agents. In no other circumstances will the Seller be responsible for any consequential losses arising from the Goods or their delivery or late delivery.
 - ### 8 Termination/Suspension

Without prejudice to any other right or remedy, the Seller shall be entitled to suspend forthwith further performance and/or terminate contractual relations with the Customer if the Customer is in breach of any of these Conditions.
 - ### 9 General

 - 1.1 If any term of these Conditions prove illegal or unenforceable in whole or part, such term shall be deemed excised from these conditions without effect upon the validity of the remainder of these Conditions.
 - 1.2 These Conditions and the contract between the Customer and Seller shall be governed by the laws of England, and the English Courts shall have exclusive jurisdiction.