

Terms & Conditions

1. INTERPRETATION

In these conditions of sales, except where specifically stated otherwise: - The "Company" and "Seller" shall mean JURATEK Ltd and any other companies incorporated within. The "Buyer" shall mean any person who contracts with the Company for the supply of goods by the Company, and where one person contracts with the Company on behalf of or as an agent for another, shall be deemed to include both those persons. "Goods" shall mean any goods or services supplied by the Company, including any materials supplied with those goods as packaging.

2. PRICE

The Company reserves the right to change prices and will give a minimum of 30 days' notice to customers, or the agreed timescale as determined in any buying/trading group contract. In the event of force majeure, these timescales may be reduced.

3. TERMS

(a) Our terms of payment require that all goods invoiced in any one calendar month are paid for in full on 30 days end of month terms Strictly. No settlement discounts are allowed. A remittance slip is provided with the monthly statement that we request you use.

(b) Our terms of payment should be strictly adhered to as failure to do so could result in credit facilities being withdrawn.

(c) The Company retains the right to charge interest at 4% above HSBC Bank lending rate on any outstanding monies due.

(d) In signing these terms and conditions you confirm that all goods and services supplied by the Company, or any subsidiary company will be paid in full and within terms.

4. OWNERSHIP

Ownership of the goods to be delivered by the Company will only be transferred to the Buyer when all monies owing to the seller have been paid, whether in respect of the goods concerned or other goods supplied. Until date of payment, the Buyer will store the goods in such a way as to show that they remain the property of the seller. Until full payment from the Buyer to the Seller, the buyer shall keep the goods as bailee, and hereby authorizes the seller to enter onto any premises in which the goods are stored in order to repossess the same, should the seller be so entitled under this or any other terms and conditions.

If the Buyer makes a default in any terms of these conditions, or if distress or execution shall be levied on the buyers property, or he shall enter into any arrangement with his creditors or commit an act of bankruptcy, or if the buyer being a limited company passes a resolution to wind up such company's business, or a petition for winding up is presented against it, or if a receiver of such company's undertaking property or assets or any part thereof shall be appointed, the seller shall be entitled forthwith to determine any contract then subsisting and to

exercise all or any remedies available to it for recovery of the goods and/or payment of money due.

5. AVAILABILITY

The Company will not be liable for not supplying goods ordered if supplies of such goods were not available to the Company for any reason.

6. NOTIFICATION OF NON-DELIVERY OR DAMAGE

Notification of non-delivery of goods must be made within seven days of receipt of invoice. Notification of short delivery of goods must be made within seven days of receipt of delivery. If goods are delivered in a damaged condition the carriers advice note must be marked accordingly and the Company informed within three working days. Non-conformance with these instructions invalidates the Buyers right to claim.

7. BUYERS CONDITIONS

No conditions of sale imposed by the Buyer shall have any effect in relation to a sale by the Company unless the Company expressly agrees otherwise in writing.

8. APPLICATION OF PARTS

Whilst every endeavour has been made to ensure that the goods are accurately described and are believed to be fit for purpose and the vehicles as mentioned in our catalogues, no warranty to this effect is given and no responsibility will be accepted in the event of an error or mis-description in any catalogue or cross reference list or any damage resulting there from. Manufacturer's names and numbers are used for reference purposes only and do not imply any connection with the original manufacturers. All parts in this catalogue are made on behalf of Juratek Ltd and are not original parts.

9. RETURN OF GOODS

Any goods that have been supplied by the Company in accordance with the buyers' guide/catalogue but are subsequently returned, must be in a saleable condition, unmodified, and a live part number to receive full credit. This includes the product and the packaging. Product that is damaged (including rust) will not be credited, and a handling fee will be applied to any product that needs to be re-boxes and/or relabelled due to damage of fouling of the packaging and/or label.

10. WARRANTY

Every reasonable endeavour is made to ensure that the goods sold by Juratek Ltd are of sound materials and workmanship. Any part found to have a manufacturing defect within the period stated below will be reimbursed or replaced at the Company's expense, provided that the part is returned to Juratek Ltd for examination and that this examination does not, in our opinion, show that the fault was caused by: -

- Incorrect or defective storage
- Incorrect or defective fitting, installation, or use
- Normal wear & tear

- Unauthorised repair
- Accident, neglect, or any other cause beyond the control of Juratek Ltd

Warranty Period: -

Nakata Wheel Bearings	36 months or 36,000 miles / 58,000km
Nakata Ball Joints	36 months or 36,000 miles / 58,000km
Nakata Control Arms	36 months or 36,000 miles / 58,000km
Nakata Tie Rod Ends	36 months or 36,000 miles / 58,000km
Nakata Rack Ends	36 months or 36,000 miles / 58,000km
Nakata Stabiliser Links	36 months or 36,000 miles / 58,000km
Nakata Suspension Bushes	36 months or 36,000 miles / 58,000km

11. CARRIAGE

UK

LV Product - Prices quoted include carriage by our chosen method on all orders of £100.00 nett value or more within UK mainland borders. Special carriage arrangements will be charged as agreed with the individual customer. Delivery of orders below the £100.00 nett value will be invoiced with a carriage charge applicable at the time.

CV Product - Prices quoted include carriage by our chosen method on all orders of £150.00 nett value or more within UK mainland borders. Special carriage arrangements will be charged as agreed with the individual customer. Delivery of orders below the £150.00 nett value will be invoiced with a carriage charge applicable at the time.

EUROPE incl. ROI

All prices quoted are for ex-works delivery unless otherwise agreed in writing.

12. PROPER LAW AND JURISDICTION

Any contract so entered between the Company and the Buyer shall be governed by and construed in accordance with English Law and all disputes arising in connection with the Contract shall be submitted to the jurisdiction of the English Courts.