

# A-Z Vehicle Dismantlers Limited also trading as Carlisle Car Parts

## Terms & Conditions of Sale

### General

1. These Terms & Conditions replace and supersede all previous issues.
2. The conditions shall apply to all contracts for the sale of Goods by A-Z Vehicle Dismantlers Limited to the Buyer to the exclusion of all other Terms & Conditions.
3. Acceptance of delivery of the Goods by the Buyer, or by their nominated agent, at the specified delivery address shall be deemed conclusive evidence of the Buyer's acceptance of these Terms and Conditions.
4. Any reference to **Company/Seller/We/Us** shall mean A-Z Vehicle Dismantlers Limited (who also trade as Carlisle Car Parts) of Escott Works, Rome Street, Carlisle, CA2 5LX.
5. Any reference to **You/Buyer/Purchaser** shall mean any person, sole trader, partnership, business, corporate or other legal entity purchasing an item. Where the term Buyer is used in these terms it shall mean both trade and consumer buyer unless specified as relating to a trade buyer or consumer buyer individually. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall confer a benefit on any person or persons not named as the Purchaser herein (for the purposes of the Contract (Rights of Third Parties) Act 1999 or for any other purpose).
6. Any reference to a **Consumer Buyer** shall mean any private individual purchasing an item for personal use and not in the course of business. Where a person is purchasing as a consumer, statutory rights remain unaffected.
7. Any reference to a **Trade Buyer** shall mean any person, sole trader, partnership, business, corporate or other legal entity purchasing in the course of a trade, profession, vocation or sport specialism/enthusiasm. For trade buyers, the company is hereby excluded from any liability, however arising, in respect of any express or implied condition, warranty or term, statement, representation whether statutory or otherwise, relating to the goods supplied. The trade buyer accepts that he is best placed to insure against losses which arise by virtue of any breach of this agreement and warrants that he carries adequate insurance in this respect.
8. Any reference to **Goods/Parts** shall mean the items specified in the appropriate section of the sales order form/invoice and it is a core term of this agreement that all additional parts, connecting components or ancillary items not detailed within the sales order form are not part of the sale transaction and are therefore excluded from any rights or guarantee.
9. Any reference to **Price** shall mean the consideration due to the Company for purchase of the Goods including any VAT that may be applicable at the point of sale.
10. Any reference to **Purchase** shall mean an order which has been accepted, paid for, invoiced and despatched. Until such a time, any order is merely an invitation to treat/offer and shall not be accepted or binding upon the Company until confirmed via the issuing of an invoice and despatch. The Company reserves the right to refuse or cancel any offer prior to invoicing and despatch where Goods ordered become unavailable, the price of goods varies or an error is made by the Company in the price, description or some other reason, whereupon a full refund of your payment will be made to you, usually in the method you made payment to the Company.

11. Any reference to **Working Day** shall mean any day excluding Saturdays, Sundays and public holidays.

## Orders

12. The Company reserves the right to amend technical or clerical errors in any order without notice.
13. The Company sells Parts for normal use only. We do not accept returns where the Parts have been purchased for track use, race use, or hire or reward.
14. The Buyer must ensure that all details contained within the order are correct prior to submission to the Company. Subsequent to despatch, the Company shall accept no liability for any error or inaccuracy in the order unless notified of such error prior to despatch.
15. The Buyer must ensure they have read the specific conditions and instructions provided in Appendix 1 before completing their order for the Purchase of an engine or gearbox and the Buyer must ensure that they are adhered to. It is a strict condition of sale that these fitting instructions are followed by a qualified and reputable mechanic. Failure to do so may lead to a fault which the Company will not be liable for.
16. Advice given by agents or employees of the Company during telephone/internet orders is based entirely upon information given by the purchaser and is opinion only. As such, all advice given is indicative only and should be checked by the Purchaser prior to order. Due to variation in make, model, design and years of manufacture we cannot give any guarantee that any parts are correct for the purpose required. There are many instances where the parts database from vehicle manufacturers provides incorrect part information. The Company accept no liability for parts incorrectly supplied.
17. Goods are supplied only to correspond to the purpose for which goods of that kind are commonly supplied and not for alternative uses that may be put. No liability for failure can be accepted by the Company for such alternative use, amendment or modification.
18. Goods ordered by the Buyer may not be compatible with a vehicle which has been modified, adapted or altered. Where goods ordered by the Buyer are not compatible by reason of modification, adaptation or alteration, the Company shall accept no liability.
19. No liability is accepted by the Company where Purchasers or their agents have attempted to modify or install Goods supplied, where it is known or ought reasonably to be known to the Purchaser or their agents that the part supplied is incorrect or otherwise not in accordance with the order.
20. The Company accepts no liability in respect of failure to supply or other interruptions caused by matters beyond the reasonable control of the company, including but without limitation, strikes, lockouts, civil disputes, flood, fire, acts of God, war or actions by third parties.

## Payments

21. Unless otherwise stipulated on the sales order form, all payments must be made in full at the time of order and before despatch. Where any payment is not completed or is subsequently cancelled, recalled or otherwise rescinded, the Company will pursue the Purchaser for any debt and costs incurred. In addition, any default by a Trade Buyer will result in default interest becoming payable in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debts Regulations 2002 at the maximum rate permissible.

## Title & Delivery

22. Ownership and title to the Goods shall not pass to the Buyer until the Company has received payment in full. In the event that sums owing in respect of other items ordered remain due, apportionment by this Company shall take place without prejudice to the right to retain title or ownership in respect of all goods ordered.
23. Delivery times will be quoted at the time of order and all times given for despatch or delivery are approximate and time shall not be of the essence.
24. Delivery and packing prices indicated in a sales listing are subject to change and will be confirmed at the time of accepting the order.
25. Delivery of the Goods shall be made to the Buyer's nominated address. The Buyer shall make all arrangements to take delivery of the Goods whenever they are tendered for delivery.
26. Any deliveries which fail through no fault of the Company or courier will incur return charges which will be charged to the Buyer.
27. The Buyer confirms that they shall comply with any or all rules and instructions relating to installation and use of the Goods concerned and fully accepts that any loss which results from forced, misdirected, inappropriate or unqualified installation or use shall not be accepted by the Company.

## Consumer Buyers – Unwanted Goods

28. Clauses 29 to 33 below shall only apply to Consumer Buyers who are resident in the United Kingdom where rights, which accrue by virtue of the Consumer Contracts Regulations 2013, apply.
29. A Consumer Buyer shall have the right to cancel any contract for Goods made by means of distance communication, in accordance with these Terms and Conditions, within 14 calendar days from delivery. For a cancellation to be valid the Goods must not have been installed or used and must have all relevant Parts intact. The Consumer Buyer must email [enquiries@azcarparts.com](mailto:enquiries@azcarparts.com) to inform the Company of their intention to cancel the contract and return the goods. Proof of Purchase from the Consumer Buyer may be required by the Company before a request is accepted. The email address [enquiries@azcarparts.com](mailto:enquiries@azcarparts.com) must be used.
30. Following the Consumer Buyer's email to cancel the contract, the Consumer Buyer must return the Goods to the Company using the address A-Z Vehicle Dismantlers Limited, Unit 30, Escott Works, Rome Street, Carlisle, CA2 5LX within 14 calendar days. The Consumer Buyer must package the Goods adequately to ensure they are not damaged in transit. The Consumer Buyer must use a safe and trackable delivery service which will be at the Consumer Buyer's own risk and cost.
31. Upon receipt of the returned Goods, if the Company finds there are any missing items, or the Goods are damaged, then the Goods will not be accepted back into stock by the Company and a refund will not be issued.
32. Following the Consumer Buyer's cancellation of the contract and the Company subsequently accepting the Goods back into stock, a refund will be made to the original source of Payment within 14 calendar days of receiving the returned Goods.
33. If the Consumer Buyer fails to return the goods in accordance with these Terms and Conditions and within 14 days from the date of cancellation, then the cancellation is null and void with no refund due.

## Trade Buyers – Unwanted Goods

34. Goods purchased and delivered to a Trade Buyer may be returned to the Company in original packaging (and without being installed or used and with all relevant seals and enclosures intact) for a credit within 14 days of receipt by the Trade Buyer, subject to a restocking fee of 25% of the value of the order. Credit shall be subject to the Trade Buyer producing proof of purchase and the Company receiving the goods returned undamaged and carriage paid.
35. The Trade Buyer must indemnify the Company against all actions, claims, demands, penalties and costs brought by or incurred by third parties or by this Company in tort, contract or infringements in connection with the Goods or their delivery or unloading or with work done by the Company in accordance with the Trade Buyers specifications.

## All Buyers – Faulty Goods

36. Clauses 37 to 40 below shall apply to both Trade Buyers and Consumer Buyers.
37. A Buyer shall have the right to return Goods they believe to be faulty within 30 days of receiving the Goods, unless the fault was disclosed to the Buyer prior to Purchase and therefore reflected in the Purchase price. The Buyer must email [enquiries@a-zcarparts.com](mailto:enquiries@a-zcarparts.com) or call 01228 541155 to inform the Company that they believe the Goods to be faulty. Proof of Purchase from the Buyer may be required by the Company before a return request is accepted. The Company will run through troubleshooting to attempt to understand and resolve the issue, and to discuss returning the item.
38. Once a return has been agreed between the Buyer and the Company, the Buyer must return the Goods to the Company using the address A-Z Vehicle Dismantlers Limited, Unit 30, Escott Works, Rome Street, Carlisle, CA2 5LX within 30 days of receiving the goods. The Buyer must package the Goods adequately to ensure they are not damaged in transit. The Buyer must use a safe and trackable delivery service which will be at the Buyer's own risk and cost until testing has confirmed the Goods are faulty.
39. Upon receipt of the returned Goods, the Company will perform testing to find if the Goods are defective as a direct result of the Parts purchased. If this is proven to be the case then the Company will rectify the matter via refund, repair or replacement. If the Goods are found to be defective due to forced, misdirected, inappropriate or unqualified installation or use, then the faulty Goods claim will not be accepted by the Company and a refund, replacement or repair will not be offered.
40. As all Parts are auto salvage and the price is substantially less than new, the Buyer accepts the risk that second hand goods will not function as a new Part would be expected to, and that return rates are higher. The Company is not responsible for costs incurred due to any Goods requiring refund, repair or exchange, such as labour costs or the cost of a vehicle being off the road awaiting repair.

## Jurisdiction

41. These Terms and Conditions shall be interpreted in accordance with English Law and industry and custom practise, and English and Welsh courts shall have sole jurisdiction in respect of any dispute arising there from.

## Changes to Terms and Conditions

42. The Company may update these Terms and Conditions from time to time. Thus, you are advised to review this page for any changes before entering into a transaction. Any new Terms and Conditions posted on this page will be effective immediately after they are posted on this page.

## Appendix 1

### Engine & Gearbox Additional Terms & Conditions of Sale

1. In addition to our main Terms and Conditions, this document provides additional Part specific conditions of sale in relation to the sale of Engines and Gearboxes.
2. Where these conditions are not followed by the Buyer, the Company will have no liability for any repair, replacement or refund.
3. Purchase of the Goods and acceptance of the delivery shall be deemed conclusive evidence of the Buyers acceptance of these Terms & Conditions.
4. All Parts must be fitted by an established business garage with recognised qualifications to do so. This must be verifiable upon request.
5. Parts fitted by private individuals invalidates any claim to a repair, replacement or refund.
6. In the event of a faulty Part claim, the Buyer's garage must be able to provide the Company with an engineer's report and receipts and have a registered business and address. It is the Buyer's responsibility to ensure this condition will be complied with.
7. Cam belts or timing chains must be replaced with new ones before fitting the purchased Part.
8. Thermostat & temperature sensor(s) must be changed,
9. O/E filters must be used, engine must be flushed.
10. The Purchase of an Engine covers the block and cylinder head only.
11. It does not apply to ancillary parts attached i.e. manifolds, sump, water pump, diesel injection pump, injection system, turbo, distributor, gaskets, oil and water seals, sensors, pulleys, drains and sprockets. These items do not form part of the Purchase and your own new ancillaries must be used.
12. Most vehicles and parts of vehicles sold by the Company are auto salvage, second hand. We cannot guarantee each part to be as new and this is reflected in our prices when they are compared to brand new items.
13. Due to variations in make, model, design and years of manufacture, we cannot give any guarantee that the parts are correct for the purpose required. Sales are made on the strict understanding that the customer is responsible for making sure the parts bought are correct for the purpose required.
14. If after the sale of an engine from this Company a fault develops, then the Company reserves the right to conduct a mechanical investigative examination.
15. If the Part is modified, dismantled or tampered with in any way this will invalidate any claim for repair, replacement or refund.
16. If the engine damage has occurred due to overheating or lack of lubrication, due to neglect, lack of reasonable care, or not following professional guidelines, then no repair, replacement or refund will be made.
17. If the engine has been damaged by the malfunction of anything other than the block and cylinder head sold by the Company, then no repair, replacement or refund will be made.