

These terms of business (as updated by Comline Auto Parts Limited and issued to the customer from time to time) apply to each sale of goods by Comline Auto Parts Limited to the customer unless otherwise agreed in writing in advance by Comline Auto Parts Limited.

1. Interpretation

1.1 Definitions.

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 13.4.

Contract: each contract between Comline and the Customer for the sale and purchase of Goods in accordance with these Conditions.

Comline: Comline Auto Parts Limited (registered in England and Wales with company number 02227183).

Comline's Premises: Unit 4A/AB Bedford Commercial Park, Swallow Way, Bedford, MK43 9ST, United Kingdom or such other address as notified by Comline to the Customer from time to time.

Customer: the person, company or firm who purchases Goods from Comline.

Delivery: delivery of Goods in accordance with clause 4 (and **Deliver** and **Delivered** shall be construed accordingly).

Delivery Location: the location specified for Delivery in accordance with clause 4.1.

Force Majeure Event: an event or circumstance beyond a party's reasonable control.

Goods: any goods (or any part of them) Ordered by the Customer and stated in the relevant written Order Confirmation (or if there is no written Order Confirmation, the Goods Delivered to the Customer).

Order: each order for Goods, as either set out by the Customer using Comline's online order form or as otherwise specified by a verbal or written order provided by the Customer to Comline (and **Ordered** shall be construed accordingly).

Order Confirmation: has the meaning given in clause 2.3.

Price: the price of Goods in accordance with clause 9.1.

Website: means <http://www.comline.uk.com/>

1.2 Interpretation:

1.2.1 a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.2.2 any phrase introduced by the terms **including** and **include** shall not limit the sense of the words preceding those terms.

1.2.3 a reference to **writing** or **written** includes faxes and emails.

2. Basis of contract

2.1 These Conditions apply to each Contract entered into between the parties for the Customer's purchase of Goods from Comline to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 Each Order constitutes an offer by the Customer to purchase Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of each Order are complete and accurate.

2.3 An Order shall only be accepted on the first of the following to occur:

2.3.1 Comline issues a written acceptance of the Order,

2.3.2 Comline issues an invoice in respect of the Order; or

2.3.3 Delivery of the Order;

(each an **Order Confirmation**),

at which point a Contract shall come into existence.

2.4 A quotation for Goods given by Comline shall not constitute an offer.

3. Goods

3.1 Goods are as described on the Website. No other description of Goods shall form part of the relevant Contract.

3.2 Comline reserves the right to:

3.3 alter the specification or branding of Goods provided such alteration does not materially affect the performance of Goods; and

3.4 alter the specification of Goods if required by any applicable statutory or regulatory requirements.

4. Delivery

4.1 Comline shall Deliver Goods either:

4.1.1 if Goods are Ordered for delivery within the United Kingdom, to the location specified by the Customer; or

4.1.2 if Goods are Ordered for export outside of the United Kingdom, ex-works (EXW) to the Customer's delivery agent at Comline's Premises in accordance with Incoterms® 2010 (or such other location as is agreed between the parties), at any time after Comline notifies the Customer that Goods are ready.

4.2 Delivery is completed (if clause 4.1.1 applies) on the completion of unloading of Goods at the Delivery Location (or if clause 4.1.2 applies) immediately prior to commencement of loading by the Customer's delivery agent. Time for Delivery is not of the essence

4.3 The Customer is responsible for obtaining, at its own cost, such export and import licences and other consents in relation to Goods as are required from time to time and, if required by Comline, the Customer shall make such licences and consents available to Comline prior to shipment of Goods.

4.4 Comline shall have no liability for any delay or failure to Deliver Goods to the extent that such delay or failure is caused by a Force Majeure Event or the Customer's failure to provide Comline with adequate Delivery details.

4.5 Comline may Deliver Goods by instalments, which shall be invoiced and paid for separately. Any delay in Delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. Acceptance and defective goods

5.1 The Customer may reject any Goods Delivered to it if Goods are defective or not in the quantities set out in a written Order Confirmation provided that written notice of rejection is given to Comline:

5.1.1 in the case of a defect that is apparent on normal visual inspection, within 48 hours of Delivery; or

5.1.2 in the case of a latent defect, within a reasonable time of the latent defect having become apparent.

5.2 If the Customer fails to give notice of rejection in accordance with clause 5.1, it shall be deemed to have accepted such Goods and Comline shall, subject to clauses 6 and 11.1, have no further liability to the Customer in respect of those Goods being defective or not being Delivered in the correct quantities.

5.3 If the Customer rejects Goods under clause 5.1 Comline may at its discretion either refund the purchase price or supply a replacement in respect of the rejected Goods.

6. Warranty

6.1 Comline offers a manufacturing and material defects warranty in respect of certain Goods in accordance with Comline's warranty terms located at <https://www.comline.uk.com/warranty-policy> (**Comline Warranty**).

6.2 In respect of Goods returned to Comline in accordance with the Comline Warranty:

6.2.1 if the Customer seeks a replacement or refund of Goods only, the Customer must complete and submit a 'goods return form' (available from Comline on request); or

6.2.2 if the Customer seeks a replacement or refund of Goods and claims any additional losses (such as in respect of damage to other parts or labour costs), the Customer must complete and submit a 'parts labour claim form' (available from Comline on request).

6.3 Goods returned in accordance with the Comline Warranty will be tested at Comline's discretion (which may take between 8 and 12 weeks). If Comline determines that the Customer does not have a valid claim in accordance with the Comline Warranty, Comline shall be entitled to charge a testing and administration fee of £100 to the Customer.

7. Return of non-defective goods

7.1 Comline may at its absolute discretion offer or agree to repurchase some or all Goods sold to the Customer on such terms as may be negotiated between the parties from time to time (to include a handling charge calculated as 10% of the Price applicable to the relevant Goods) (**Goods Return**).

7.2 In respect of each Goods Return:

7.2.1 Goods being returned must be in the same condition and the original packaging in which they were sold to the Customer;

7.2.2 the Customer must complete and submit a 'goods return form' (available from Comline on request);

7.2.3 the Customer shall at its cost arrange for the delivery of the relevant Goods to Comline's Premises; and

7.2.4 risk in Goods being returned shall remain with the Customer until Comline accepts delivery of those Goods at Comline's Premises.

8. Title and risk

8.1 Risk in Goods shall pass to the Customer on completion of Delivery.

8.2 Title to Goods shall not pass to the Customer until the earlier of:

8.2.1 Comline receives payment in full (in cash or cleared funds) for those Goods and any other Goods that Comline has supplied to the Customer in respect of which payment has become due, in which case title to Goods shall pass at the time of payment of all such sums; or

8.2.2 the Customer resells Goods, in which case title to those Goods shall pass to the Customer at the time specified in clause 8.4.

8.3 Until title to Goods has passed to the Customer, the Customer shall:

8.3.1 store those Goods separately from all other goods held by the Customer so that they remain readily identifiable as Comline's property;

8.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to those Goods;

8.3.3 maintain those Goods in satisfactory condition and keep them insured against all risks for their full price from the date of Delivery (notwithstanding anything implied by the provisions of clause 4.1.2);

8.3.4 notify Comline immediately if it becomes subject to any of the events stated in clause 10.1; and

8.3.5 promptly give Comline such information relating to those Goods as Comline may require from time to time.

8.4 Subject to clause 8.5, the Customer may resell or use Goods in the ordinary course of its business (but not otherwise) before Comline receives payment for those Goods. However, if the Customer resells Goods before that time:

8.4.1 it does so as principal and not as Comline's agent; and

8.4.2 title to those Goods shall pass from Comline to the Customer immediately before the time at which resale by the Customer occurs.

8.5 If before title to Goods passes to the Customer the Customer becomes subject to any of the events stated in clause 10.1, then, without limiting any other right or remedy Comline may have the Customer's right to resell Goods or use them in the ordinary course of its business ceases immediately and Comline may at any time:

8.5.1 require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and

8.5.2 if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where Goods are stored in order to recover them.

9. Price and payment

9.1 The Price of Goods shall be the price set out in any written Order Confirmation or, if not, at Comline's prevailing prices as at the date of Delivery (available to the Customer on request).

9.2 The Price of Goods excludes:

9.2.1 any amount due in respect of value added tax (VAT), which if applicable the Customer shall pay to Comline at the prevailing rate; and
9.2.2 the cost of packaging, insurance and delivery which will be charged at Comline's prevailing rates if:
9.2.2.1 Goods are Ordered for Delivery within the United Kingdom and the Price in aggregate is less than £150; or
9.2.2.2 Goods are Ordered for export outside of the United Kingdom and Delivery is to a location other than Comline's Premises.
9.3 Comline may invoice the Customer for Goods on or at any time after the Customer places an Order.
9.4 Subject to clause 9.5, the Customer shall pay each invoice in full in cleared funds within thirty days of the date of that invoice. Payment shall be made to the bank account nominated in writing by Comline from time to time. Time of payment is of the essence.
9.5 Notwithstanding the provisions of clause 9.4, if Comline notifies the Customer that its credit terms are withdrawn, the Customer shall immediately pay to Comline all of Comline's outstanding unpaid invoices.
9.6 If the Customer fails to make any payment due to Comline under a Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 1.5% per month. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
9.7 The Customer shall pay all amounts due under each Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Comline may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by Comline to the Customer.

10. Termination

10.1 Without limiting its other rights or remedies, Comline may terminate a Contract with immediate effect by giving written notice to the Customer if:

10.1.1 the Customer commits a material breach of any term of the relevant Contract and (if such a breach is remediable) fails to remedy that breach within five Business Days of the Customer being notified in writing to do so;

10.1.2 the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

10.1.3 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

10.1.4 the Customer's financial position deteriorates to such an extent that in Comline's opinion the Customer's capability to adequately fulfil its obligations under the relevant Contract has been placed in jeopardy.

10.2 Without limiting its other rights or remedies, Comline may suspend provision of Goods under the relevant Contract or any other contract between the Customer and Comline if the Customer commits or becomes subject to any of the events listed in clauses 10.1.1 to 10.1.4 (or any analogous event in any jurisdiction), or Comline reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under the relevant Contract on the due date for payment.

10.3 Without limiting its other rights or remedies, Comline may terminate a Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under that Contract on the due date for payment and remains in default ten Business Days after being notified in writing to make such payment.

10.4 On termination of a Contract for any reason the Customer shall immediately pay to Comline all of Comline's outstanding unpaid invoices and any interest due thereon.

10.5 Termination of a Contract shall not affect either party's rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of a Contract that existed at or before the date of termination.

10.6 Any provision of a Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

10.7 Without limiting its other rights or remedies, Comline may terminate a Contract with immediate effect by giving written notice to the Customer if purchases fall below an economical level to continue trading.

11. Limitation of liability

11.1 Nothing in these Conditions shall limit or exclude Comline's liability for: 11.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

11.1.2 fraud or fraudulent misrepresentation;

11.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;

11.1.4 defective products under the Consumer Protection Act 1987; or

11.1.5 any matter in respect of which it would be unlawful for Comline to exclude or restrict liability.

11.2 Subject to clause 11.1:

11.2.1 Comline shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of goodwill, loss of business, loss of business opportunity, loss of anticipated saving or any indirect or consequential loss arising under or in connection with a Contract; and

11.2.2 Comline's total liability to the Customer in respect of all other losses arising under or in connection with a Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Price of Goods to which the liability relates.

12. Force majeure

Force majeure. Neither party shall be in breach of a Contract nor liable for delay in performing, or failure to perform, any of its obligations under a Contract if such delay or failure results from a Force Majeure Event. If the period of delay or non-performance continues for two months, the party not affected may terminate the relevant Contract by giving not less than ten Business Days' written notice to the affected party.

13. General

13.1 Assignment and other dealings.

13.1.1 Comline may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under any Contract.

13.1.2 The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under any Contract without the prior written consent of Comline.

13.2 Confidentiality.

13.2.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 13.2.2.

13.2.2 A party may disclose the other party's confidential information:

13.2.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with a Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 13.2; and

13.2.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.2.3 No party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with a Contract.

13.3 Entire agreement.

13.3.1 These Conditions, together with any other terms of a Contract that are agreed in writing, shall constitute the entire agreement between the parties in respect of that Contract and supersede and extinguish all other agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the subject matter of that Contract.

13.3.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in a Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Conditions.

13.4 **Variation.** No variation to a Contract shall be effective unless it is in writing and signed by a director of Comline and an authorised representative of the Customer.

13.5 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

13.6 **Severance.** If any provision or part-provision of a Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable.

13.7 Notices.

13.7.1 Any notice given to a party under or in connection with a Contract shall be in writing and shall be:

13.7.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

13.7.1.2 sent by fax to its main fax number; or

13.7.1.3 sent to the business email address of a partner or director (who is listed for the time being at Companies House) of the other party or such other email address as is notified by one party to the other as acceptable for the receipt of notices from time to time.

13.7.2 Any notice given under clause 13.7.1 shall be deemed to have been received:

13.7.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

13.7.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.

13.7.2.3 if sent by fax or email, at 9.00 am on the next Business Day after transmission.

13.7.3 Clauses 13.7.1 and 13.7.2 do not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

13.8 **Third party rights.** No one other than a party to these Conditions and their permitted assignees shall have any right to enforce any of its terms.

13.9 **Governing law.** Each Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

13.10 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with any Contract or its subject matter or formation.

13.11 General Data Protection Regulations (GDPR/UK GDPR).

13.11.1 Comline require your permission to hold personal data such as email address and mobile phone number. Please sign our application form or the receipt section of the letter communicating these terms to confirm your consent to our holding your data.