



## **PARTS & CLOTHING SALES TERMS AND CONDITIONS COVERING:**

**CUSTOMER TRANSACTIONS WITH WOODS MOTORCYCLES, UNITS A1-A4 PEEL STREET, ABERGELE WHETHER IN THE SHOP OR BY PHONE, BY INTERNET AND BY MAIL OR ANY OTHER COVERING WORKSHOP, PARTS, ACCESSORY AND CLOTHING SALES, AND ANY OTHER SALES OTHER THAN MOTORCYCLE SALES CONDUCTED ON BEHALF AND BY WOODS MOTORCYCLES**

Nothing herein contained is intended to affect, nor will it affect, a consumers statutory rights under The Sale of Goods Act 1979 or the Unfair Contract Terms Act 1977 or any amendment thereof.

See separate Motorcycle Sales Terms and Conditions.

<http://www.woodsmotorcycles.com/pdf/sales%20terms%20and%20conditions.pdf>

Established January 1st 1981 under the name of Andrew Wood sole proprietor. Trading as Woods Motorcycles of Abergele, A.D Wood and A.S Hardman, VAT No. 479 02 07 37.

Woods Motorcycles  
Units A1-A4 Peel Street  
Abergele  
Conwy LL22 7LA

Tel: 01745 822922  
Fax: 01745 827220

### **Jurisdiction**

These terms and this agreement (including an agreement concluded by means of distance communication) shall be interpreted in accordance with English Law and industry custom and practice, and English and Welsh courts shall have sole jurisdiction in respect of any dispute arising there from. Woods Motorcycles also reserve the right to amend or correct technical, clerical errors in any order or descriptions of goods.

### **Definitions**

Reference to buyer, purchaser, returnee, private/public or trade, (see separate trade conditions) partners, Ltd companies etc. and also their successors or any other company/firm in the U.K or Overseas. Forms the definition of the contract of sale.

### **General**

Working days excludes Saturday and Sunday and any public holidays. The buyer shall ensure that all details contained within the order are correct prior to submission to the Company. Subsequent to delivery, the Company shall accept no liability for any error or inaccuracy in their order unless notified of such error within 24hours of delivery/receipt of any document/goods containing the said error.

Brochure and Internet information and descriptions of goods and products on display on our website and within the shop are indicative only. If further clarification is needed by a purchaser, this should be sent in an email or writing to Woods Motorcycles. Parts, goods, clothing etc. images are shown on the Internet are for guidance only. Goods shown may vary in size, specification, colour and fitment, dependant on make/model or buyer intensions. Goods are subject to manufacturers tolerances and amended specification. Woods Motorcycles will endeavour to inform all purchasers of any such changes and will of course help you to the best of our ability.

All prices are subject to change – due to changes by suppliers and/or fluctuations in currency values. We will endeavour to notify you of any changes prior to dispatch of goods including P+P. All goods will be either subject to VAT or inclusive of VAT at the current rate.



VAT will be charged on all ordered goods, even if exported to non-VAT countries if the total is less than £20. Exports over £20 will be zero rated to Non VAT countries.

### Guarantees

All guarantees for products are provided entirely by the manufacturers/UK importers and are subject to terms contained therein. Purchasers are reminded to complete and return all warranty cards/documents upon receipt of goods where appropriate.

### Ordering Goods

When ordering goods by person, phone, email, through our web site or on any form of communication or third party handler and the purchaser supplies the part number or part description. If the goods are incorrectly ordered and are normal stock items and need to be returned, there will be a 25% handling fee and a charge to cover P+P costs.

Exceptions to the above returns policies are below:

All electrical goods, decals or any specially ordered part or accessory, wrongly ordered by the purchaser or now not required by the purchaser (after/or prior to delivery) which we do not usually stock, cannot be returned for any kind of refund/credit. Also, orders of goods under the cost of £20 excluding P&P cannot be considered for a refund. If mistakes have been made by ourselves, the order will be credited in full as necessary including any postage costs if applicable.

Deposits or payment are required in full for any mail order/counter transaction when specially ordered goods are required and are not subject to refund/credit. Helmets and certain clothing items when purchased cannot be considered for refund due to hygiene and health and safety reasons.

### Delivery of Goods

Goods will not be despatched until full payment has been received and cleared. \*Cheques (private and trade) will take up to 10 days to clear \*\*Credit cards and Switch cards are subject to security checks, including post code and house no. Goods will be dispatched the same day **to the cardholders address only** if available and in stock and the security check shows the information is valid.

### Non-Delivery

U.K Delivery – After 7 working days, Overseas Delivery – After 21 working days.

Goods that have not arrived after 7 working days from dispatch shall be advised in writing to ourselves and/or our handling agent. We can then fill in the relevant paperwork or check the online tracking system and try our very best to establish the whereabouts of your goods.

Parts sent out to replace parts reported missing in transit **will be charged at the same cost to the same account as per original order**. We will then raise a credit applied to the original invoiced goods, however, this credit will only be issued once we have ascertained the whereabouts of the goods or they have been returned to us undamaged and un-used, or the appropriate claim has been lodged against the carriers.

Distance selling regulations apply to all goods, however, items to be returned under the distance selling regulations, must be returned within 7 days of receipt. Include all original unopened packaging, have no damage whatsoever, and show no signs of use.



### **Internet Ordering (including auction sites such as eBay)**

In respect of orders placed via the Internet, such orders shall be mere offers to purchase and shall not be accepted or binding upon Woods Motorcycles until confirmed or acknowledged in writing by Woods Motorcycles or by despatch of goods and an invoice to you. Order acknowledgement sent by Woods Motorcycles subsequent to the order and payment shall not amount to confirmation of order. Woods Motorcycles reserve the right to refuse any offer to purchase prior to written confirmation or despatch, where goods ordered become unavailable, the price of goods varies or an error is made by Woods Motorcycles in the price, description or for some other reason, whereupon a full refund of your payment will be made to you, usually in the method you made payment to Woods Motorcycles.

### **Mail Order Damage**

Any damage or breakages to mail order goods must **be reported within 24 hours of receipt**. All packaging must be retained for inspection by ourselves. The delivery agent must be notified of the damage by letter or preferably written details on the delivery note. We cannot be held responsible if this is not adhered to.

### **Title and Delivery**

Ownership or Title to the product 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. We retain the right to invoice goods and take payment, when the goods are to be supplied at a later date from the original order.

Delivery times will be suggested at time of order and all dispatch/delivery dates are approximate. U.K Delivery - If after 7 working days you have not had your goods – please contact us and we'll track your delivery. Overseas – If after 21 working days you have not received your goods we will track and trace the delivery and do our utmost to find the whereabouts of your goods.

Specially ordered goods cannot be cancelled prior to purchase and/or dispatch and will have to be paid for in full at the time of order. In respect of special order goods, the buyer acknowledges that further delays may occur and allows the company 30 days in any written notice, such notice to commence subsequent to the last time for delivery quoted by the Company. In any event, delivery times are approximate and variable.

The Buyer is required to notify Woods Motorcycles, in writing, of any shortage, misdelivery or other discrepancy immediately, or at the latest within 24 hours of such shortage, misdelivery or failure, thereafter the buyer shall be liable for any such discrepancy.

Delivery and packing prices indicated within the Companies Brochures and Internet Site are subject to change and will be confirmed either at the time of order or by separate communication. Buyers outside the United Kingdom and Europe shall be given estimated approximate prices for delivery and packing prior to order confirmation. If required the Company shall price for delivery and packing in such instances and confirmation of acceptance shall be required from the Buyer prior to acceptance of order.



## **Cancellation of orders and liability, distance selling rights are only valid by Woods in the United Kingdom.**

Clauses below shall only apply to a person who purchases goods as a consumer buyer and is resident within European Economic Community where rights, which accrue by virtue of the Consumer Protection (Distance Selling) Regulations, apply only to goods sold within the UK.

A Consumer Buyer within the UK shall have the right to cancel any contract for goods made by means of distance communication, in accordance with these Terms and Conditions, within seven working days of delivery of the goods, except specially ordered goods which shall not be returnable under the terms of this clause. Cancellation of the contract can be effected by service of a Written Notice signed by the Consumer Buyer which details clearly the Companies Sales Order Number and the name and address of the Consumer Buyer, and delivered either by fax to the number printed on the Invoice or by post to Woods Motorcycles only, not by email.

If a Written Notice of Cancellation is received by the Company in accordance with above clause, the Consumer Buyer shall become liable to return the goods whether a motorcycle or parts or accessories to Woods Motorcycles forthwith, (to such address as directed by Woods Motorcycles) in their original packaging and delivery condition (and without having been installed or used and with all relevant seals and enclosures intact and not subject to weathering, dirt or corrosion) and at the consumer buyer's sole expense and insured to the total cost of the goods.

If the Consumer Buyer fails to return the goods in accordance with the above clause within 7 days of the cancellation of the contract, the Company shall be entitled to collect the goods from the consumer buyer by appropriate courier and to recover any reasonable costs involved in such collection from the consumer buyer.

If the customer has not returned at their cost, or allowed Woods Motorcycles to collect the goods within 14 days of their notice of cancellation – The cancellation will no longer stand and the goods will be deemed acceptable.

Woods Motorcycles shall, if applicable affect a refund of any monies owing to the consumer buyer in respect of the goods within 30 days from the date of cancellation, only after the satisfactory receipt of goods by the Woods Motorcycles. Such a refund will be subject to any offset of monies to which Woods Motorcycles is entitled by definition of the above condition and collection clauses. If the goods are not returned within 14 days of cancellation the right to cancel will cease to exist and the goods will be deemed accepted by the customer.

## **Liability of Trade Purchases**

The Trade Buyer shall indemnify Woods Motorcycles against all actions, claims, demands, penalties and costs brought by or incurred by third parties or this company in tort, contract, infringements of or alleged infringements of patents or registered designs or otherwise arising in connection with the goods or their delivery or unloading or with work done by the company in accordance with the buyers specifications. Trade buyers should ensure that they have adequate insurance in this respect. A copy may be required.

The Buyer confirms that he shall comply with any or all rules and instructions relating to installation and use of the product concerned and fully accepts that any loss which results from forced, misdirected, inappropriate or unqualified installation or use shall not be accepted by Woods Motorcycles.

## **Limitations upon liability**

Advice given by any employee of Woods Motorcycles during a visit to the shop or telephone/Internet orders is based entirely upon information given by the purchaser with no inspection undertaken. As such, all advice given is indicative only and all such advice should be checked by the purchaser prior to order. Please write to us for clarification or advice if you are unsure about your order.



Goods supplied are supplied only to correspond to the purpose for which goods of that kind are commonly supplied and not alternative uses to which they may be put. No liability for failure can be accepted by this company for such alternative use, amendment or modification.

Goods ordered by the Buyer may not be compatible with vehicles which have been modified, adapted or altered. Where goods ordered by the Purchaser are not compatible by reason of modification, adaptation or alteration, Woods Motorcycles may accept such goods back subject to handling fees and postage charges entirely at its discretion, and shall only issue a credit to the purchaser except where goods are specifically ordered for the purchaser where no such refund or credit will operate.

No liability is accepted by Woods Motorcycles where purchasers attempt to modify or install components supplied where it is known or ought reasonably to be known to the Purchaser that the part supplied is incorrectly supplied or otherwise not in accordance with the order.

Where goods purchased by the buyer are alleged to be defective, the purchaser agrees to return such goods to the seller for inspection and report (without the seller replacing the said goods prior to such inspection). The purchaser also accepts that it is reasonable to inform the seller of any defect or other failure prior to contacting independent third parties or incurring expense and, in addition, to allow the seller to remedy the defect, failure or interruption. Parts modified or adapted by the purchaser shall no longer be warranted by the manufacturer nor shall Woods Motorcycles be liable for any failures resulting subsequent to modification as a result of such modification.

Competition goods are supplied for specialist use and are subject to extreme heat and stress whilst in use. Life expectancy and durability are greatly reduced and purchasers should note that any claim for failure/wear, shall not be entertained by Woods Motorcycles. It is acknowledged by the buyer of such goods that the foregoing statement shall be a relevant and important issue in any claim brought against Woods Motorcycles and Woods Motorcycles shall, in turn, place importance upon this clause. In addition, parts connected to parts supplied by this company may be placed under stress where specialist/competition parts are used, and purchasers should take advice from experts prior to purchase. Manufacturers may also limit guarantees when components are installed for competition use.

For clarification of any part of this agreement, please email, fax or write your enquiry to Andrew Wood of Woods Motorcycles.

I can confirm that I have read the terms and conditions as a buyer/purchaser (whether private or in the trade) which were revised and implemented on the 7<sup>th</sup> August 2007. I fully agree to be bound by all the conditions in any of my purchases from Woods Motorcycles, and any subsequent revisions as shown by the website or our shop prior to my order. \*

We thank you for your order and will diligently do our utmost to exceed your expectations.

Our best wishes from Woods,

A handwritten signature in black ink, appearing to read "Andrew Wood", is written over a horizontal line.

\* Subject to Woods Motorcycles acceptance of your order