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TERMS AND CONDITIONS

General and Definitions

These terms are the only terms on which S.P. Water Pumps Ltd contracts with the customer and his purchase of goods. "Goods" shall be deemed as any materials or parts supplied to the customer.

Our Products

Parts supplied by S.P. Water Pumps Ltd may not be manufactured by the original equipment manufacturer. Original manufacturer's name, part numbers and descriptions are quoted for reference purposes only and are not intended to indicate or suggest that our replacement parts are made by the original equipment manufacturer. Photos and information used in our listings may have been supplied by the replacement part suppliers/manufacturer.

Specifications

The specifications of the goods shall be those stated in the Company's current catalogue. Whilst specifications are considered to be correct at date of printing, the Company reserves the right to change specifications of the goods and their packing and presentation without prior notification.

Returns and Refunds

Goods may not be returned without prior written permission, any goods returned that have been correctly supplied are liable for a 30% handling charge, Goods that are supplied incorrect must be returned within one week of purchase for a full refund.

Any goods returned must be in a clean, unused condition and free from damage, in original box or packaging and fit for resale. Gaskets must be unopened. If your order contains a fault or error or is incomplete S.P. Water Pumps Ltd must be notified directly within 48 hours of receiving the order. Refunds will only be given when goods supplied are returned to S.P. Water Pumps Ltd

Business Address

6 Tatton Court, Kingsland Grange, Woolston, Warrington, Cheshire. WA1 4RR

Prices

We reserve the right to alter prices at any time without prior notification.

Payments

Unpaid orders - orders that are not completed through the checkout system within 7 days will be deleted from the system.

Bank Transfer

All payments received must match the Invoice total. Any costs charged by the paying Bank must be paid by the customer. Please put Order Number in as a Reference or Message.

Cheques

All Cheques must be paid in Pounds Sterling & payable to "S.P. Water Pumps Ltd". Please write Order Reference number on the back of the cheque.

Import Duty

Customers outside the UK are liable for all import duties & local taxes & any extra charges applied to their order after leaving the United Kingdom.

Shipping Rates

Shipping rates for large or bulky items may incur additional surcharge, due to extra handling charges and fuel surcharges imposed upon us by carriers. Postage charge listed is for Mainland UK Only. Excludes Scottish Isles, Highlands & Northern Lowlands, Northern Ireland, Channel Islands, Isle of Wight & Isle of Man.

Lost Parcels

Parcels sent by our carrier are not classed as lost until 3 weeks after sending date. Customers whose parcels have not arrived in this period should notify S.P. Water Pumps Ltd. Any claim for refund or replacement will not be accepted until after this period.

Retention of Title and Risk

Goods are the responsibility of the customer as soon as they are delivered by the company, its agent, to the customer.

Goods shall remain the complete property of the company as legal and equitable owner until such time as the customer shall have paid the full price. The deposit of a cheque shall not be deemed as payment until clearance through the Company's Bank. Until such payments are made the customer acknowledges that he is in possession of goods as bailee of the company.

Until customer becomes owner of the goods he is to store them separately from his own or those of any person in a manner identifiable, safe and conditioned.

The Customer's right to possession shall cease if they, not being a company, commits an available act of Bankruptcy or if they, being a company does anything or fails to do anything which would entitle any person to prevent a petition for winding up. The Company may for the purpose of recovery enter upon the premises where they are stored or where they are reasonably believed to be stored and may repossess the same.

The Customer shall be at liberty to agree to sell on the goods on the express condition that such an agreement to sell shall take place as bailees for the Company, whether the customer sells on his own account or not and that the proceeds thereof are held in trust for the Company and at all times are identifiable as such.

Delay and Force Majeure

Whilst every effort will be made to comply with any quoted dates given for despatch or delivery, time shall not be of the essence and the Company shall not be liable for any loss or damage caused by the delay or failure by the Company in obtaining goods from the Company's own suppliers, or any loss or damage caused by strikes, lockouts, trade disputes, transport delays, shortages of material, breakdowns, fire, accidents and/or any causes whatsoever beyond the Company's control. Such delay shall constitute a breach or repudiation of the contract.

In the event of performance of the contract being frustrated or prevented by reason of war, civil commotion or operation of any statute, order, regulation or promulgation made by the statutory or duly constituted authority whether in the UK or elsewhere, The Buyer shall accept and pay for all goods delivered, work executed and expenses incurred in connection with the contract up to the date of such event, and the Company shall from such date be under no further liability under the contract.

1. Warranty

1. In accordance with statutory provisions S.P.Water Pumps Ltd warrants that at the point of transfer of risk the parts are free of material or title defects. This warranty is for a period of 12 Months.
2. Any defects should be notified in writing immediately upon discovery. In the event of properly- notified defects, S.P.Water Pumps Ltd has the option of repairing or replacing the affected part to the exclusion of further warranty claims. In the event that the replacement is not carried out, the customer has the right to demand a reduction in price or to withdraw from the contract in accordance with statutory provisions.
3. In the event of a culpable breach of material contractual obligations, S.P.Water Pumps Ltd only accepts liability for typical contractual damages that could have been reasonably foreseen. Any additional claims for damages are excluded. The exclusion of liability does not apply in the case of intent, gross negligence or on account of injury to life, limb or health or if a liability arises on account of a breach of material contractual obligations. The same applies to any liability incurred by representatives or vicarious agents of S.P.Water Pumps Ltd in performing its obligations or by its vicarious agents.

II. Guarantee

In addition to its statutory liability for material defects, S.P.Water Pumps Ltd gives a guarantee for a period of 12 Months against defects that become obvious after the transfer of risk under the following terms and conditions. These terms and conditions must be complied with in full if a claim is to be made. The separate guarantee period begins with the handover of the goods to the customer. The separate guarantee is issued directly to them by. S.P.Water Pumps Ltd This does not represent a separate consumer guarantee.

1. The fitting of S.P.Water Pumps Ltd parts must be verifiably carried out exclusively by trained personnel in professional workshops using the special tools designed for this purpose and in accordance with the fitting and installation instructions of the respective vehicle manufacturer. The standard shall be the generally-recognised state of the art science and technology.
2. Any defect/damage must be notified to S.P.Water Pumps Ltd in writing immediately. Specific forms are to be used for this purpose. requested directly from S.P.Water Pumps Ltd at the following address:
S.P.Water Pumps Ltd
6 Tatton Court
Kingsland Grange, Woolston
Warrington, Cheshire WA1 4RR
Tel: 01925 850082
Fax: 01925 850083
email: sales@spwaterpumps.co.uk
web: www.spwaterpumps.co.uk
Any defect/damage that is reported without a form or with a form that is not completed in full cannot be processed in respect of the separate guarantee.
3. The parts that form the subject of the complaint must have been demonstrably purchased from S.P.Water Pumps Ltd. As proof of this, a copy of the invoice issued by S.P.Water Pumps Ltd in respect of the defective items must be supplied.
4. All parts must have been subject to the regular maintenance and/or inspection stipulated or recommended by the vehicle manufacturer. The appropriate evidence to prove this should be supplied.
5. Any seals designed to protect against tampering must not have been broken or damaged. No tampering must have taken place.

6. An individual part or the vehicle as a whole must not have been subjected to higher stresses than those approved by the vehicle manufacturer of the spare part manufacturer.
7. The following are excluded from the guarantee:
 - a) Normal wear and tear of parts
 - b) Defects or damage that arise after the transfer of risk due to accident, breaking, dropping or any other incorrect or careless handling of the item
 - c) Defects or damage that arise after the transfer of risk due to natural or environmental influences such as, for example, hail, lightning, frost, water, salt, contact with chemicals. etc.
 - d) Defects or damage that arise after the transfer of risk due to incorrect fitting, incorrect adjustment and or incorrect maintenance or any other incorrect use
 - e) Defects or damage that arise after the transfer of risk due to the use of incorrect or unsuitable consumables e.g. biodiesel, poor quality or incorrect lubricants, glycol etc.
 - f) Defects or damage that arise due to incorrect usage, such as any use of the parts other than in trucks or buses (e.g. stationary-, ship- or locomotive engines etc.)
 - g) Defects or damage that arise due to a change to the original
8. The item that forms the subject of a complaint must be properly packaged and sent to S.P. Water Pumps Ltd. S.P. Water Pumps Ltd reserves the right after receipt of the written notification to examine the item. All expenses incurred in connection with the guarantee, and in particular transport costs, road charges, labour and material costs, insofar as they do not relate to the costs of supplying a replacement item free from defects, including the cost of the replacement item and repair and packaging/shipping costs, will not be borne by S.P. Water Pumps Ltd .
9. Parts that form the subject of a complaint that are replaced by S.P. Water Pumps Ltd under this guarantee become the property of. S.P. Water Pumps Ltd
10. Claims for damages against S.P. Water Pumps Ltd by the customer that arise in connection with a claim under the guarantee are excluded. This applies particularly in respect of liability for indirect and consequential damages, especially for loss of profit, recovery and towing costs, car rental costs, dismantling and assembly costs etc. The exclusion of liability does not apply in the case of intent, gross negligence or on account of injury to life, limb or health or if a liability arises on account of a breach of material contractual obligations. However, in this event compensation shall be limited to the amount of typically foreseeable damages.
11. The same applies to any liability incurred by persons employed by S.P. Water Pumps Ltd in performing its obligations or by its vicarious agents.
12. In the event that parts and services are provided and supplied under a guarantee claim, the remainder of the guarantee for the originally purchased parts shall remain unaffected. The guarantee period shall not be extended and shall not commence afresh for the replacement part.
13. The guarantee does not allow the customer to demand that a replacement part must be supplied that is identical to the faulty part. S.P. Water Pumps Ltd reserves the right to replace the rejected part with a part that fulfil the same function without being identical to the faulty part in terms of model, type, batch, etc. If S.P. Water Pumps Ltd are not able to supply a suitable replacement part, then it reserves the right to deliver a part from another manufacturer or pay compensation of equal value. It also reserves the right to make technical changes to parts, and these quality improvements are to the advantage of the customer.

The Company shall be under no liability under the above warranty:

- a. In respect of any defect in the goods arising from any drawing, design or specification supplied by the Buyer;
- b. In respect of any defect arising from fair wear and tear, wilful damage, negligence of the Buyer, improper installation, abnormal working conditions, failure to follow Company's instructions (whether oral or in writing), misuse or alteration or repair of the goods without the Buyer's approval, or improper storage.
- c. Where the goods are transported to the Buyer at the Buyer's risk and the defect occurred during transit.
- d. If the Company fails to comply with such obligations its liability for such failure shall be limited to the contract price of the goods.

S.P. Water Pumps Ltd warranty only covers the cost of the part or parts we supplied, the Company is not liable for labour, downtime or any other additional costs.

All parts are only to be fitted by competent persons.

The Company shall not be liable for loss, injury or any damage relating to the parts supplied by ourselves.

For Trade buyers, the Company is hereby excluded from any liability, howsoever 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.

The express terms of these Conditions of Sale are in lieu of all warranties, conditions, terms, undertakings, and obligations implied by statute, common law, custom trade usage, course or dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law. The United Nations Convention on Contracts for the International Sale of Goods (Vienna 1980) shall not apply to orders for goods.

III. Final provision

Should any warranty/guarantee provision or a part thereof be or become ineffective, the validity of the remaining provisions will not be affected. In place of the invalid clause, an agreement shall apply that reflects the invalid clause as closely as possible insofar as it is legally permissible