

Terms and Conditions

GENERAL.

1. The issue of an order to Diamet b.v., (the Seller), shall be deemed to constitute acceptance by the purchaser of the prices prevailing at the time of delivery and the following terms and conditions.
2. No variation or modification of any of these terms and conditions shall be valid or effective save to the extent the Seller agrees in writing. These conditions shall be deemed to be accepted by the purchaser as overriding any alternative terms and conditions embodied in the purchaser's order.

PRICES.

1. The Seller issues price lists and reserves the right to amend the prices without prior notice

PAYMENT.

1. All prices are quoted on the understanding that payment for the goods and or services supplied is made on invoice. If extended payment is agreed then it is on the understanding that it may be withdrawn at any time without notice.
 2. If payment of an invoice or any part thereof is not made by the due date, the Seller shall be entitled:-
 3. to withhold further deliveries of goods without incurring any liability whatever to the purchaser, and or
 4. to require payment in advance of delivery of undelivered goods or future orders, and or
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1. to place the debt in other hands for collection.
 2. The purchaser will be responsible of all reasonable costs incurred in the event of a returned cheque or direct debit payment.
 3. The purchaser (if a Company, then the directors, personally) is/are responsible

for
ensuring that payment is received.

TITLE AND RISK.

1. The risk in the goods shall pass to the purchaser upon delivery but title and beneficial ownership thereof shall remain with the Seller until it has received full payment of all outstanding debts, or until prior resale of the goods, in which case the Seller's beneficial entitlement shall attach to the proceeds of the resale pending full payment. Throughout the period of the Seller's beneficial ownership, the purchaser shall in his fiduciary capacity hold such goods and any proceeds or claim arising there from, for the Seller's benefit.
2. If any of the Seller's goods should become constituents of or be procured or converted into other products, while subject to the Seller's beneficial ownership, the Seller shall have title to and beneficial ownership of such completed products.

DELIVERY.

1. The Seller will make every reasonable endeavour to deliver in accordance with delivery quoted, but does not undertake to deliver on a specific date or in the quantity specified by the purchaser unless prior arrangement and mutual agreement in writing. Such failure shall not entitle the purchaser to refuse acceptance of the goods or the Seller liable for any loss of any kind (which for the avoidance of doubt includes consequential loss or damage).
2. Force majeure - If the Seller is prevented directly or indirectly from manufacturing or delivering the goods or any part thereof by reason of an act of God, war, terrorism, strike, lockout, trade dispute, fire, breakdown, interruption of transport or by any cause whatsoever outside its control, it shall be under no liability to the purchaser.

CANCELLATION & RETURNS.

1. New Goods will not be accepted for credit unless returned within 7 days of issue and in the same condition as bought from The Seller, however, after 7 days the Seller reserves the right not to accept New Goods supplied for return. If goods are accepted for return then a handling charge will be applied.

New Goods are items bought from The Seller still unopened and in original packaging with no damage of any kind and must be accompanied with the proof of purchase.

1. After 3 months The Seller will no longer issue credit for any returns of New Goods under any circumstances.
2. The Purchaser may not cancel or suspend any order which has been accepted by the Seller without the Seller's specific written consent and only then on terms which will fully indemnify the Seller against any and all loss or expense resulting there from.
3. The advice note or invoice number must accompany all claims and returned goods.
4. Old core must be returned within one month, be the same as the original, in the original packaging and be suitable for re-manufacture, otherwise no credit will be given. Parts where an old unit is requested for return will be subject to a surcharge, the said surcharge will be subject to VAT where applicable.
5. All claims/returns within the Warranty system must be accompanied by a completed Warranty Claim Form. Parts are covered by manufacturers guarantee with the following exceptions, evidence of abnormal conditions of use including rally driving, taxi driving, racing, pace making, towing and/or evidence of neglect, abuse, misfitting, unauthorised repair or operation in abnormal conditions or applications.
6. Our liability shall be limited to repair and replacement of defective parts or machinery only and shall not form the subject of any claim on labour machining costs or other expenditure thereon or the resulting loss or damage arising there from. Labour Claims are capped at a maximum of £25 per hour. We shall not be liable to any expense incurred in

removing a product from or refitting a new or repaired product to a motor vehicle. A handling charge may be made on products examined by us and found not to be defective.

Any goods returned to us for any reason other than warranty will be subject to our latest returns policy, which is available on request.

7. No representation or warranty is given as to the suitability or fitness of the Goods for any purpose, even though that purpose may be known.

8. The company upon request will assign to the buyer the benefit of any warranty it has in respect of goods manufactured by a third party and supplied by the Company.

LIABILITY.

1. The purchaser is responsible for ensuring that the goods are suitable for the purpose for which they are required or intended.

2. Subject to the provisions of this clause The Seller guarantees the goods against any defect, which can be proved to The Seller's satisfaction to have been caused by faulty materials or workmanship.

3. Should such a defect appear The Seller's liability will be limited solely to, at its option, repairing or replacing the defective goods free of charge or refunding the price of those goods, provided that if The Seller opts to repair the goods The Seller shall not be liable for the recovery cost of those goods and provided further that The Seller shall not be liable for such defect in any circumstances. If:

4. At the time of appearance of the defect more than 12 twelve months has elapsed from the date of The Seller's invoice for the goods, or

5. The goods have been subjected to unsuitable storage treatment or handling prior to use or to abnormal use or use under abnormal conditions or to use contrary to The Seller's or to a vehicles manufacture's instructions or recommendations or to use in conjunction with parts not approved by a vehicle manufacturer or The Seller or to an unauthorised reconditioning or repair or to the use in any hydraulic component of any fluid other than that approved by The Seller, or

iii. The defect has been caused by, or arises from, fair wear and tear, or

1. The defect has been caused or contributed to by faulty installation, servicing or repair of

the goods by any person other than a correctly qualified installer, or

2. The buyer fails within thirty days after the assumed defect has become apparent to notify

that defect to The Seller in writing quoting serial number, if any, and the date of purchase

3. The Seller's aforesaid guarantee shall be subject to the following further provisos, namely:

4. Any repair or examination of defective goods shall be carried out at The Seller's premises

or other mutually acceptable location and The Buyer shall at its own expense and risk

adequately pack the goods and deliver them to The Seller to the agreed location as the

case may be.

5. The decision of The Seller shall be final as to whether or not a defect is due to faulty

workmanship or materials.

iii. The Seller shall in no circumstances be liable for any cost of stripping or reassembling any

article into which any of The Seller's goods may have been fitted.

1. If The Seller exercises its option to replace the defective goods, the replacement goods

shall be supplied subject to these conditions of sale

2. All other conditions or warranties (whether express or implied by common law statute or

otherwise) as to quality, fitness for purpose, description, correspondence with sample or

(in the case of components supplied for competition or equivalent purposes) life in service

are hereby excluded except insofar as such exclusion is prevented by law.

3. Except as expressly provided in sub-clauses (a), (b), (c) and (d) of this clause and except

where an absolute prohibition against exclusion and restriction of liability applies, The

Seller shall in no circumstances be liable to The Purchaser in respect in any loss, damage

or injury of any kind (which for the avoidance of doubt includes consequential loss, damage or injury) whether suffered by The Purchaser or by any other party and

where such liability be in contract, tort, breach of statutory duty or otherwise howsoever (including for the avoidance of doubt liability for any defect in, failure, or unsuitability for any purposes of the goods or for any negligence whether in relation to the design or manufacture of the goods or at all) and all conditions, warranties or other terms whether express or implied by common law, statute or otherwise, inconsistent with the provisions of this term are hereby excluded. In particular The Purchaser of components supplied for competition or equivalent purposes shall be deemed to have recognised that such components are experimental in nature and that their use in competition or equivalent conditions may involve exceptional and unpredictable loadings and The Purchaser shall be solely responsible for ensuring the safe use of the goods in the application intended by The Purchaser.

4. The Seller shall not be liable for any loss of any kind (which for the avoidance of doubt includes consequential loss or damage) arising from any representations, statements, warranties, recommendations, opinions or advice made or given before the making of this contract, whether the same be made negligently or otherwise. In sub-classes (e) and (f) of this clause the expression "consequential loss" shall include loss of profits, loss of business revenue, loss of use or loss of goodwill whether of The Purchaser or of any other party.

Nothing herein contained is intended to affect, nor will it affect, a consumer's statutory rights under Consumer Rights Act 2015.

TELEPHONE CALLS MAY BE RECORDED.