

# SCOT SEATS DIRECT TERMS AND CONDITIONS OF SALE

## ***PAYMENT TERMS***

**Our payment terms are 30 days from day of invoice. Goods remain our property until paid for.**

1. Scot Seat Direct Ltd Registered office. Countdown House, PO Box 26035, Kilmaurs, KA3 2YF.
2. When an order has been placed, it cannot be cancelled after the first 24 hours. It is not our responsibility if your customer cancels an order. This happens all the time in the motor trade. Within 24 hours we have adapted our frames to suit your order, and started making the upholstery. So the order at that point cannot be stopped.
3. All goods must be paid for before dispatch.
4. All prices quoted are trade and fleet user prices and are exclusive of VAT
5. All our goods are covered by our 12-month warranty against manufacturing defects.
6. Customers must check parcels thoroughly before signing for them, as carriers do not accept claims for damaged items after their driver has left.
7. Some times paintwork can have minor damage, even if the parcel is not burst, and customers must make allowances for that.
8. If using a Stanley knife to open a parcel we are not responsible if you cut through the packaging and damage the upholstery.
9. Check your packing carefully for small packs inside holding the seat belts and fittings. No claims for missing parts will be allowed after 7 days from delivery.
10. On our universal seat kits that fit various vehicles. If whoever you have fitting them says it cannot be done, that's not our responsibility, as all our kits have been fitted by other dealers and coachworks etc.
11. We have no guarantee of head room or leg room in smaller vehicles, especially 4x4's we design our seat kits to make best use of the space available.
12. No statement, description, information, warranty or recommendation contained in any catalogue, pricelist, advertisement, or communication or made verbally, by any of the employees or agents of Scot Seats can be construed to enlarge or vary or override in any way these conditions.
13. Scot Seats cannot be held responsible for late delivery due to carriers errors, nobody being in to sign for the consignment when it arrives, or national disasters, i.e., the fuel crisis, flooding, etc.
14. On occasions manufacturers change the specification on vehicles (without telling us) and customers must make allowances for that, giving us time to check and modify our kit if needed.
15. Universal estate car seats fit 90% of models of estate, but in some cases can be fitted in various ways with different fittings, modifying the kit to suit the vehicles and adding extra brackets as needed. We in fact supply, if needed, extra strengthening plates and brackets when requested.
16. Our universal colours of upholstery are not claimed to be an exact match.
17. Scot Seats like all other extra seat manufacturers cannot be held responsible if the government, ministry of transport, etc., bring out future new legislation changing the rules on seats.
18. The liability of Scot Seats to the purchaser for any loss or damage however caused shall be limited and in no circumstances exceed the cost of the seat kit.
19. Any goods that we do agree to take back for credit will be subject to a 25% handling charge.
20. Any goods coming back for inspection for damage, the carriage cost is down to you, the customer.
21. These terms do not affect your legal rights.
22. Scot Seats shall not be liable for any costs, claims or damage arising out of any act of tort or omission or breach of contract or statutory duty calculated by reference to profits, income production or accruals or loss of such profits, income production or accruals or by reference to accrual of such, claim, damages or expenses on a time basis.
23. You must be aware that having seat covers fitted could cause an air bag not to open properly.
24. Vehicles and contents must be covered by customers own insurance while in our care.