

Terms and Conditions

1. Important

Quoted prices are only valid for THIRTY days from the date shown on the quote form.

2. Returns

Any parts returned for credit must be in a clean condition and in the ORIGINAL UNDAMAGED PACKAGING with 31 days of dispatch. Along with a copy of the original TAX INVOICE on which the parts were invoiced must also be returned.

3. Electronic parts/Components:

Will not be accepted for return/credit where the packaging has been opened and the component removed from the packaging.

4. Procured Parts x UK

Parts that have been procured/Back ordered on behalf of members from our suppliers will not be accepted for return or credit. We will be happy to hold the parts as part of our stock until someone else then orders the same part at which time we will credit that part to the original purchaser. The exception being those parts that we would normally hold in stock.

5. Parts on Back Order

All parts placed on back order, i.e. those parts that are to be ordered from overseas suppliers, over the value of \$500.00 excluding GST the Club will require a 20% deposit to be paid when the order is placed, which will be non-refundable if the parts are no longer required when the order arrives. This will only apply to those parts we don't normally hold in stock.

6. Exclusion of liability

Every part which is sold by the Daimler, Jaguar & Lanchester Owner's in NZ Spare Parts Club Inc. (the Club) either separately or assembled with other parts carries the following express agreements, which take the place of and exclude conditions, warranties and liabilities whatsoever, which exist either by common Law statute or otherwise. Should any defect be alleged in material supplied by us or workmanship, we undertake on the immediate return of the part which is alleged to be defective, to our address, carriage paid and accompanied by particulars as to date of purchase, to examine the same and should any fault be found by us on examination to be solely due to defective material or workmanship, we will repair the defective part or supply a new part thereof free of charge. The Club does not undertake to bear the cost of any work involved in reinstating a repaired part or inserting a new part.

7. This liability does not extend to defects caused by wear and tear, dirt, neglect, misuse or accident. The Club's responsibility is limited to the terms of this liability and the Club is not answerable for any contingent or consequential or resulting liability or loss, damage or personal injury whether to the purchaser or any other third party arising through any defect; or for any claim for labour, material or other expenditure incurred in remedying any defect. This liability shall apply to parts as from the date when any part is repaired or replaced under the above clause and the time limit shall be 90 days as from the date when any part is prepared or replaced.

8. This acceptance of the parts by the Member shall be considered an acknowledgement that they are sold and accepted subject to these conditions and the purchaser agrees to impose these conditions upon any person or firm to whom these goods may be supplied.

9. Exchange Units

The Club will give the purchaser credit in respect of 'Exchange Units' provided that the unit is returned within 14 days of the date of sale of the new or reconditioned unit and that the exchange unit is returned in a condition acceptable to The Club. The Club reserves the right to refuse to give the Purchaser credit if in The Club's opinion the 'Exchange Unit' is unsuitable for reconditioning and will levy such charge upon the Purchaser as The Club shall deem appropriate but such charge will not be greater than the cost of a new unit.

10. Ownership

Ownership of any parts supplied by the Club passes to the Member only when the Member has made payment in full for the parts.

11. Risk and Delivery

Notwithstanding that the Club retains ownership of the parts until payment is made in full, all risk in the parts passes to the Member on delivery (or deemed delivery). Delivery shall be deemed to take place when the parts are uplifted by the Member from the Club's premises, when the Club delivers the parts to the Member or when the parts are provided by the Club to a third-party carrier for delivery to the Member.

The Club shall not be responsible for any consequences (direct or indirect) arising from any part delivery or delay in delivery of the parts or for any damage to the parts occurring after delivery to the Member.

12. Miscellaneous

13. Failure by the Club to enforce any of the Terms shall not be deemed to be a waiver of any of the rights or obligations the Club has under the Terms. If any provision of the Terms shall be invalid, void, illegal or unenforceable, the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

14. The Terms shall be governed by and construed in accordance with the laws of New Zealand and the parties shall submit to the exclusive jurisdiction of the New Zealand Courts.

15. The Club reserves the right to review and amend these Terms at any time and any change to these Terms will take effect from the date on which the Club notifies the Member of such change.

16. Neither party shall be liable for any default due to any act of God, war, terrorism, fire, flood, drought, storm or other event beyond the reasonable control of either party.