



Motor Industry Consultants Ltd. (MIC)

Terms and Conditions of Sale

1 Definitions

'The Company' means Motor Industry Consultants Ltd., incorporated in England and Wales with company number 6829711 whose registered operational office is The Beeches, Pattishall, Towcester, Northants NN12 8LT, including its sub-contractors.

'The Client' means any company, body or individual who has contracted to purchase any product or service provided by the Company.

'Product' means any article, right, programme or document purchased by the Client from the Company.

'Service' means any work done by the Company for the Client, including the provision and delivery of purchased products.

'Written' or 'In Writing' means submission by a fully completed and identifiable hard copy or electronic document.

2 Products and Services

Current standard products and services and their prices are advertised on the Company's website at www.micltd.co.uk but are subject to change without notice. Specific products or services that are offered to meet a Client's unique requirements will be defined in a written quotation.

3 Value Added Tax

Prices advertised and quoted do **not** include VAT. VAT will be added at the standard UK rate for all products and services that are not zero rated.



4 Use of Products

The intended use of products is defined in their description and it is a condition of purchase that they will not be used for any other purpose. Should a Client attempt to use a product for any purpose different from that described, then no liability whatsoever will be accepted by the Company.

5 Ordering

Any order for a product or service placed by the Client will be deemed to be an offer by the Client to purchase the product or service subject to these terms and conditions. An order will only be considered as valid when confirmation of the order is received by the Company.

6 Payment

Unless specific credit terms have been agreed by the Company in writing, all products and services shall be paid for in full, including VAT, before delivery shall take place.

7 Delivery

Products and services shall be delivered as soon as reasonably practicable and current standard products are normally delivered within 24 hours of the order being accepted by the Company. Similarly, results, reports and other materials are normally delivered electronically within 24 hours of Client submissions. However, in no circumstances will the Client be permitted to cancel the order on the grounds of late or non-delivery unless the Claims Procedure in Clause 8 of these terms and conditions has been followed. In respect of electronically delivered products, the Client will be regarded to have accepted delivery once any of the campaign codes, access codes or licences has been activated.



8 Claims

Any claims must be made in writing to the Company, quoting the order number, invoice number or account number. Claims may be addressed to products@mictld.co.uk and sent electronically.

Claims must be made:

- a) Within three days of receipt of products in respect of discrepancies between products supplied and those ordered.
- b) Within 21 days of order acceptance or quoted delivery date, whichever is the later, in respect of non-delivery.
- c) Within one calendar month of delivery in respect of allegedly defective products or products ordered in error.

9 Returns

Due to the nature of most of the Company's current standard products, which are despatched electronically, physical returns are not normally practicable. However, should the Client decide that the product was ordered in error and therefore no longer required, the Claims Procedure in Clause 8 of these terms and conditions should be followed. In respect of electronically delivered products, the Client will be regarded to have accepted delivery and therefore not eligible for refund once any of the campaign codes, access codes or licences has been activated.

10 Psychometric Testing

If the Client purchases a product that includes psychometric testing, this will be supplied on condition that the Client accepts that:

- a) The Client shall fully comply with the instructions and guidance supplied with the product.
- b) Although the Company and its sub-contractors will use their best endeavours to ensure that the reports are accurate and complete, the Company makes no warranty in this regard.
- c) The Client shall indemnify the Company in respect of any claims made by a third party or an employee of the Client as a result of the Client's use of the product or the interpretation of the reports or results.



- d)The Client accepts and shall fully comply with the Company's Ethical Test Policy, as published on its website defined in Clause 2 above.
- e)The Client accepts and shall fully comply with the Company's Data Protection Policy for the appropriate product, as published on its website defined in Clause 2 above.

11 Intellectual Property

All the Company's products are protected by intellectual property rights (including design rights) and rights of confidence. The Client shall not vary or adapt any of the products or the reports produced. Purchase of products by the Client purely relates to their use for the purposes described in Clause 4 of these terms and conditions and does not confer any rights of property over the contents of the products. Reproduction of any of the contents of the products in any form is prohibited except where permitted by a specific licence.

12 Liability

The liability of the Company arising in respect to the supply and use of the products and services will not exceed the price paid by the Client. The Company shall not be liable for any consequential loss, loss of profit, goodwill or use of time by the Client with regard to the supply and use of the products and services. However, nothing in these terms and conditions shall seek to exclude the Company from any liability that cannot be excluded by law.

13 Jurisdiction and Variation

These terms and conditions are governed by English law. No variation of these terms and conditions shall be effective unless specifically agreed in writing by the Company.