

Mobitech Lift Trucks

Terms and Conditions

As a seller of recycled parts, we want to be sure that we are providing value for money.
We endeavour to provide quality used parts at very affordable prices.
We are friendly and approachable and aim to provide a green alternative in the supply of used spare parts for older machines.

We are legally obliged to provide the following terms and conditions.

a) The terms and conditions apply to all business transactions carried out by Mobitech Lift Trucks, hereinafter referred to as the 'Company'.

a) The person/s involved in the transaction with the Company and/or the recipient of the part/s is hereinafter referred to as the 'Purchaser'.

c) Your statutory rights are not affected.

1. The majority of used forklift parts sold by us are from end of life machines and are sold as such. Whilst we make every effort to provide value to our customers, we cannot guarantee each part to be absolutely perfect. This is reflected in the price of the item, compared to the price of new items and parts.

2. We will always try to supply the exact part that the customer requires. Due to the variations in make, model, design and year of manufacture, we cannot give a 100% guarantee that all parts are correct or fit for the purpose required.

It will help significantly, if all Purchasers can provide the following with their enquiry:

Make

Model

Serial Number

Year of manufacture

A detailed picture of the item for visual identification.

All sales are made on the strict understanding that:

a) The purchaser is responsible for providing sufficient information as to ensure that the parts bought from the company are correct and fit for the purpose required.

(If requested we will where possible, email a clear photograph of the item before an order is placed to ensure the correct part is being ordered)

b) In the event of a part purchased not being correct, we will attempt to replace the part with the correct one, provided that, within 48 hours the incorrect item is returned to us in the same condition as we supplied it. Or notification is received of the customer's intention to return the part.

3. Any part which proves to be faulty or unserviceable (unless the fault was declared on purchase) will be repaired, exchanged or money refunded according to circumstances, provided that we are notified in writing within 7 days. Because of the age and condition of donor machines, testing of parts offered for sale is not normally practical. However, should the used part be found to be totally unsatisfactory and not fit for purpose, a full refund will be given, provided that the article is returned within 7 days.

N.B we shall not be under any obligation to replace any parts returned to us.

4. Used parts sold by the company are without guarantee or warranty. Payment is required in full at the time of order, we can accept payment by all major credit and debit cards or cash.

5. The Company shall not be liable or responsible for:

a. Any fault or defect in parts arising from wilful damage, negligence, failure to follow their instructions (whether written or oral), misuse or alteration to parts carried out otherwise than by the Company employee's.

b. Any fault or damage caused by the fitting of parts otherwise than by the Company employee's.

c. Any consequential or indirect loss claimed under any circumstances.

6. Bearing in mind that all parts are priced substantially less than new, we do not hold ourselves responsible for any machine downtime whilst a part is being returned for exchange.

7. These terms of business are not intended to restrict or exclude any legal rights hereto or implied by law. These Terms of Trading are primarily designed to apply to transactions entered into with Purchaser.

9. Where transactions are entered into with other businesses, certain provisions implied by law may be excluded, subject to tests of reasonableness, as prescribed by the Unfair Contract Terms Act, 1977.

10. In no circumstances shall the Company be made responsible for any failed delivery or disappointments. In such cases any payment made shall be refunded in full, provided that the failure is through no fault of the Purchaser. The Company's liability is strictly limited to a full refund only and no claims for damages; interest on monies paid or any other expenses shall be entertained.

11. Whilst every attempt is made to ensure the fastest possible transaction, the Company cannot guarantee any specific time period for the entire transaction.

12. The Company cannot accept responsibility for delays or errors caused by the postal system, electronic mail, any unforeseen circumstances or any failure or delay on the part of the donor or the recipient machines.

13. All prices given exclude VAT, unless otherwise confirmed in writing.

15. No verbal conditions or guarantees expressed or implied shall have effect on these terms and conditions unless written and initialled by one of the Directors of the Company.

16. If any term, provision, covenant or condition of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall remain in full force and effect and shall not be affected, impaired or invalidated.

17. Any advised carriage amounts are for mainland UK only; the highlands; Channel Islands and Northern Ireland require an additional amount. Please enquire with the full delivery address for an individual quote.

18. These Terms and Conditions constitute the entire agreement between the parties in respect of the purchase.

19. This agreement shall be governed and constructed in accordance with English Law each party thereto submits to the jurisdiction of the English Courts.