

# SM OWNERS UK LIMITED

## TERMS AND CONDITIONS OF SALES

**- READ CAREFULLY: IT IS YOUR RESPONSIBILITY TO TEST AND VERIFY ALL ITEMS**

### Definitions:

- IPR: Intellectual property rights, being any patent, registered and unregistered design, copyright, trademark, know-how and all other forms of intellectual property wherever in the world enforceable;
- Item: An item listed on SM Owners' website, [www.citroen-sm.uk](http://www.citroen-sm.uk), as being available for sale to a Member;
- Member: The buyer of goods under the Terms, being member of SM Owners UK whose subscription is currently paid up at the date of ordering;
- SM Owners: SM Owners UK Limited, the seller of goods under the Terms;
- Terms: These terms and conditions.

### Sales

1. All sales shall be effected following an order by a Member using SM Owners' website, [www.citroen-sm.uk](http://www.citroen-sm.uk).
2. By opening an Item for sale and clicking on its 'Buy Now' icon a Member makes an offer to buy that Item at the price and delivery cost stated on the website and on the Terms. Where there is more than one Item of that type available for sale the Member shall specify how many of that Item he wishes to buy.
3. The Member shall make payment of the price and delivery charge in advance by PayPal, credit card, debit card or such other method as SM Owners may accept.
4. Clicking on a 'Buy Now' icon and the payment of the relevant price shall be acceptance of the Terms.
5. The Member and SM Owners may agree that the Member will pick up the item or may make other arrangements for the delivery of the item in which case the delivery charge shall not be payable.
6. SM Owners may accept the offer and the payment of the price and delivery charge and supply the Item to the Member which shall conclude the contract for sale of the Item under the Terms.
7. Save where an Item has been remanufactured by SM Owners, SM Owners sells an Item without benefit of any IPR. In relation to an item remanufactured by SM Owners, following the sale under the Terms all IPR remains the property of SM Owners, save any IPR that at that time belongs to PSA Citroen Group or to any supplier to PSA Citroen Group.
8. Risk of damage to or loss of an Item passes to the Member at the time of delivery to the Member.

### No warranty

1. SM Owners is a mutual not for profit trader established to acquire, sell and manufacture original, new/old stock, used and replacement parts for Citroen SM cars.

2. No Item offered for sale is a newly produced manufacturer's original part or is a new part. Items sold by SM Owners are variously new/old stock that may be up to 50 years old, used parts, parts re-manufactured to resemble original equipment manufacturer parts.
3. Any description given or applied to an Item on the SM Owners website or by is given by way of identification only and the use of such description shall not constitute a sale by description. The Member is deemed to affirm he does not rely on any description when entering into a purchase.
4. SM Owners has not cleaned (except to facilitate handling), examined, or tested any Item offered for sale and it is not its policy to do so. SM Owners declares that its directors and personnel are not mechanics or engineers and are not qualified in any way to express any view on the quality, condition, age, suitability for use of any Item and they do not do so.
5. To the fullest extent permissible by law applicable to a mutual not for profit trader selling a not new Item, SM Owners declares that it offers no warranty of any kind and in particular without limiting the generality hereof as to the condition or suitability or fitness for use of any Item it offers for sale.
6. A Member must rely on his own examination of the photograph of the Item on SM Owners' website and/or his physical examination of the Item before and/or after its sale to him. No allegation of defect, damage, quality, unsuitability or otherwise will be entertained in any circumstances.
7. For reasons of safety and to avoid possible damage to other components fitted to a car, SM Owners do not advise the fitting of any Item to a car or the use of any car to which such Item has been fitted without the Member purchasing the Item submitting the Item to a qualified and experienced engineer for thorough examination and testing. After such examination and testing the Item should be fitted to a car by a fully qualified mechanic with experience of working on Citroen SMs.
8. SM Owners strongly recommend that a Member obtains a qualified opinion of an Item and its condition and suitability for use. Whether or a Member obtains such opinion, SM Owners accepts no responsibility or liability for any failing or shortcoming of an Item or any event that may arise directly or indirectly from the use of an Item on a car, including without limitation damage to the Item, to the car to which it is fitted or to any part of such car, to any driver or passenger or property in the car or to any third party or his property.
9. No liability of any nature shall be incurred or accepted by SM Owners in respect of any representation, advice or recommendation made by it or on its behalf, to a Member or to any party acting on his behalf where such representation was made or given in relation to the correspondence of the Item with any description or sample; the quality of the Item or the fitness of the Item for any purpose whatsoever and any such representation, advice or recommendation shall be entirely non-binding.

## **Returns**

1. The Member is deemed to have accepted an Item 14 days after its delivery to the Member and the sale concluded.
2. If the Member is dissatisfied with an Item sold and he has not used it, disassembled it or fitted it to a car or part of a car, he may within 14 days after delivery issue to SM Owners a Return Request stating the reason(s) why he is dissatisfied. If SM Owners accepts the return it will issue a Return Authorisation whereupon the Member will at his expense promptly return the Item properly packed to SM Owners at the address stated on the return authorisation.

3. Where a Return Authorisation is issued and the Item is returned and received promptly in the same condition as when it was supplied, SM Owners will return to the Member the price paid for the Item but not any delivery charge paid.

### **Entire Agreement**

These Terms and Conditions and any documents, images or electronic storage medium incorporating them or incorporated by them constitute the entire agreement and understanding between the SM Owners and the Member and no other terms, conditions or document shall have any effect.

### **Governing Law and Jurisdiction**

The sale of an Item by SM Owners shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.