



2010 Terms & Conditions

General

Business Hours Monday – Friday (inclusive), but excluding any day which is a public holiday in England and Wales

Buyer the person or company who purchases Goods from Sinnis

Contact Address Sinnis Motorcycles, 71 – 75 Beaconsfield Road, Brighton, BN1 4QJ

Company Registration Number: 05697830

Company VAT Number: 881554011

Excluded Parts For parts not covered by the warranty please refer to our warranty handbook.

Contract any contract between Sinnis and the Buyer for the sale and purchase of the Goods, incorporating these conditions

Delivery Point the place where delivery of the Goods is to take place

Goods any goods agreed in the Contract to be supplied to the Buyer by Sinnis (including any part or parts of them);

Cancellation Fee a cancellation fee of £50 is applicable for orders cancelled within 48hrs.

1.0 PRODUCT DESCRIPTION

1.1 The quantity and description of the Goods shall be those as described in an order made either by email, fax or telephone.

1.2 All images, drawings, photography, specifications and advertising issued by Sinnis and any descriptions or photography contained within Sinnis brochures, leaflets or Website are issued or published for descriptive purposes only.

1.3 Product specifications, colours and accessories may change at any time without prior notice however Sinnis will try to notify dealers of model changes in reasonable time.

2.0 DELIVERY

2.1 Unless previously agreed, delivery of the Goods shall take place at the address specified by the Buyer.

2.2 Goods will be dispatched as soon as reasonably possible after an order has been placed usually the following day; in some instances we may be able to dispatch the goods the same day if orders are placed by 12am.

2.3 If for any reason the Buyer fails to accept delivery (including but not limited to where the Buyer rejects delivery for any reason) of any of the Goods when they are ready for delivery, or Sinnis is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions or documents:

(a) Risk in the Goods shall pass to the Buyer (including for loss or damage caused by Sinnis's negligence);

*(b) The Goods shall be deemed to have been delivered; and
(c) Sinnis or Sinnis's agents may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage, insurance and any costs related to the re-delivery of the Goods by Sinnis or Sinnis's agents*

2.4 The Goods are at the risk of the Buyer from the time of delivery when Buyer should make its own arrangements for insurance.

2.5 Ownership of the Goods shall not pass to the Buyer until Sinnis has received in full all sums due to it in respect of the goods or any outstanding balances.

3.0 Damaged Goods

3.1 If upon delivery the Goods are damaged the Buyer shall, where the damage is apparent, state upon any receipt for the Goods presented to him, that the Goods are damaged. If the goods cannot be checked mark 'unable to open goods'.

3.2 If upon delivery the Goods are damaged, or there is a shortage in respect of the Goods or the Goods are not those ordered, or any part(s) are missing, the Buyer shall sign any delivery acceptance notice accordingly i.e. damaged or missing and notify Sinnis via fax, email or phone within twenty-four hours of delivery. Sinnis may ask for evidence of damage, after which Sinnis will agree to resolve the problem as effectively as possible.

12. Force Majeure

Sinnis reserves the right to defer the date of delivery or to cancel the order or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Sinnis including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

13. Warranties

13.1 All warranties provided are on a parts only basis excluding labour, *additional labour can be bought per machine, please contact us for more information.*

13.2 Warranty is for a term of 24 months excluding 50cc 2 stroke scooters which come with 12 months parts only warranty as standard.

