JLR Parts Alliance (Beijing) Co., Ltd.

Terms and Conditions of Sale

- 1. INTERPRETATION 1.1 The definitions and rules of interpretation in this condition apply in these conditions. "Buyer" means the person, firm or company who purchases the Goods from the Company. "Company" means JLR Parts Alliance (Beijing) Co., Ltd. whose registered office is at 305-D49, Area B, No. 560 Luyuan Street South, Tongzhou District, Beijing, P.R.China. "Contract" means any contract or order between the Company and the Buyer for the sale and purchase of the Goods, incorporating these conditions. "Goods" means any goods agreed in the Contract to be supplied to the Buyer by the Company (including any part or parts of them). "Invoice value" refers the cost of the parts listed on proforma invoice which the Seller issued to the Buyer.
- 2. APPLICATION OF TERMS
- 2.1 Subject to any variation under condition 2.2 the

 Contract shall be on these conditions to the exclusion

of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 These conditions apply to all the Company's sales and any variation to these conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by an authorised signatory of the Company. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract.

3.DESCRIPTION

3.1 All samples, drawings, descriptive matter, specifications and advertising issued or displayed by the Company and any descriptions or illustrations contained in the Company's catalogues, brochures or on the Company's Website are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and this is not a sale by sample.

- 3.2 The Company will attempt to ensure that the information available on the Company's Website at any time is accurate. However, the Company will not be liable for any errors or omissions. The Company will use all reasonable endeavours to correct errors and omissions as quickly as practicable after becoming aware or being notified of these.
- 3.3 The Company may also change, suspend or discontinue any aspect of the website, including the availability of any features, information, database or content or restrict access to parts or the entire website without notice or liability.

4.PRICING AND AVAILABILITY

- 4.1 The prices of the Goods are based on the term of Ex works. The Company reserves the right at any time to increase the price of the Goods if a price increase is imposed on the Company by any of its suppliers and the Company will inform the Buyer if the actual prices and charges are different from those stated on the order.
- 4.2 The Company will inform the Buyer by email or phone if any item ordered is unavailable.

5. Warranty and Returns

All parts sold have 24 months warranty, which cover the quality defect of the part itself only but not the problems arising from installation, usage etc. The company will replace the defective parts or credit the purchaser with the invoice value of defective goods within 24 months from invoice date. The company shall in no circumstance be liable for any consequential loss or damage ie. cost of return post, labour, personnel and property losses or any other costs. The buyer shall submit the defective report with photo of the items prior to exchange or refund.