

## **PARTS POLICY 2018**



 **Bobcat**



**DOOSAN**



**KINSHOFER**  
crane and excavator attachments



**PRODEM**



**MECALAC**



 **BELLE**

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# INTRODUCTION

This Parts Policy has been developed to guide customers of their rights and obligations, and the obligations of Kellands Plant Sales and its representatives. Customers are required to comply with all aspects of the policy, therefore Kellands advises that the policy should be read and understood by all parties. Kellands recommends that this policy is shown to and understood by all personnel.

The parts policy applies to all Kellands depots and employees (including field Engineers and Technicians).

The parts policy is subject to change without prior notice\*

The goals and benefits of this policy is to achieve efficient operation of all phases of the Kellands parts department. Ensuring prompt handling of customer orders, returns, warranty issues and complaints. It is Kellands' aim to improve its service to all customers by eliminating arbitrary policies.

Kellands reserves the right to change prices, allowances, provisions, respecting payments of transportation charges, and all other terms of purchase, as required, without notice or obligation.

For more information please check our terms & conditions, which are available upon request

*\*The up to date version of the parts policy will always be available on our website [www.kellands.com](http://www.kellands.com)*

## **KELLANDS PLANT SALES**

SALMON PARADE

BRIDGWATER

SOMERSET

TA6 5JY

01278 451601

**[www.kellands.com](http://www.kellands.com)**

# KELLANDS AFTERMARKET PARTS SUPPORT

## HEAD OFFICE

Salmon Parade  
Bridgwater  
Somerset  
TA6 5JY

## CORNWALL

Units 4b - 4c  
Highfield Road Industrial Estate  
Camelford  
PL32 9RA

**OPENING TIMES:** Monday - Friday 8:30 - 17:00 GMT

## HEAD OFFICE CONTACTS

**MICK DEAN** (Group Parts Manager)

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**ANDY ROSSITER** (Internal Engineer and Service Support)

Tel: 01278 451601

Email: andy.rossiter@kellandsplantsales.co.uk

**KATE HILL** (External Engineer and Service Support)

Tel: 01278 451601

Email: kate.hill@kellandsplantsales.co.uk

## CORNWALL BRANCH

**ROB STORER** (Depot Manager)

Tel: 01840 212393

Mobile: 07974 656953

Email: rob.storer@kellandsplantsales.co.uk

Our Parts team is available during operational hours (see opening hours above); to assist you with placing orders, order status, price enquiries/queries, parts availability and parts claims. Please note the Parts Department will be closed during all National Holidays and during the Christmas period (All closures will be advised in writing at least one week before)

# PARTS ORDERING

This section provides general information about the process of ordering parts. Please contact a member of our team if you require specific / further information.

## GENERAL PARTS INFORMATION

Kellands will provide genuine spare parts where required, subject to availability and limitations from the relevant Manufacturer. Parts availability is subject to Manufacturer discontinuation and/or Manufacturer stock limitations.

In all cases Kellands will make reasonable efforts to provide compatible parts and (when applicable) an estimated procurement time will be given. For inactive items, Kellands will endeavour to provide the best solution with the shortest lead time. This shall be confirmed by Kellands Parts on receipt of Customer Order, if not done so at time of quotation. Kellands does not guarantee inactive parts will be procured, nor can we guarantee Manufacturer stock inaccuracies.

## PARTS PRICING

Kellands Plant Sales reserves the right to increase parts prices at any time, without notice. However, all attempts will be made to keep prices as low as possible. Kellands cannot accept responsibility for Supplier retail price increases. Please contact any of our Parts advisors during operational hours, who will have access to current pricing

## TERMS OF QUOTATION

Kellands cannot guarantee availability on a quoted part, although all efforts will be made to give an accurate lead time. Kellands holds no responsibility for stock held at its Suppliers, and lead times are subject to change.

All quotations are subject to change and are subject to prior sale. Please be aware that a quotation is not a contractual agreement between Customer and Supplier, although every care is taken to ensure the correct price and availability is given to every quotation, there is no obligation to honour incorrect information given. Price of all parts is only agreed upon acceptance of order, as per English Law. In the case of an incorrect price given Kellands will make every effort possible to bring a satisfactory outcome to all parties.

## ORDER PROCEDURE

Kellands Customers can place orders via the telephone during operational hours, or 24 hours a day via email. However, all orders will only be processed during operational hours (please see opening times) and are subject to cut-off times\*. Current price and availability will be given upon acceptance of order, either verbally or in writing.

Please note minimum order and freight & handling\*\* charges apply to all orders (please ask a member of the Parts Team for further details). These charges will be advised and applied at acceptance of order.

\*See 'cut-off times' on page 6  
\*\*See 'freight charges' on page 6

# SHIPPING PROCEDURES / MODES

For more detailed information regarding shipment methods and handling, Customers should contact a member of Kellands' Parts Team.

High Priority Orders are sent via an Express Partner chosen by Kellands Plant Sales to deliver optimal service to every Customer. Usually within 24-48 hours from confirmation of order unless otherwise specified. Duty fees and/or excise taxes are not included in the freight cost. Parts supplied direct from Manufacturer will be sent via a partner chosen by the Manufacturer.

Kellands accepts no responsibility for delay / loss or damage\* caused by the chosen shipment method, although every effort will be made to ensure these issues are avoided.

Legislation and shipment inspection may cause some delay in the shipment. In such a case, Kellands will not be liable to the Customer for any delay

\*Please see 'Liability to Loss or Damage' on page 7

## ORDER CUT OFF

For up to date information regarding cut-off times please contact a member of the Parts Team. Kellands will endeavour to give accurate information regarding this at all times, however the information given is subject to change. The Parts Team will advise each Supplier cut-off for emergency and stock orders. Unfortunately Supplier stock orders can only be placed on set days, governed by the Supplier themselves and not Kellands Plant Sales.

All orders placed after 15:30 Monday-Friday are not guaranteed to be shipped that day due to carrier collection, although every available option will be investigated by the Kellands Parts Team to assist with the Customer needs and expectations.

## FREIGHT CHARGES

All shipments, unless otherwise agreed, are subject to a carriage and packing charge. This is to allow Kellands to continue to service customers' requirements in terms of delivery and to ensure parts are sent securely & safely. All freight charges will be shown as a separate line.

Please contact the Parts Team if you have any queries or concerns

## SHIPMENT ERRORS

Whilst every effort is made to ensure that Parts are shipped correctly, in the event that an error is made Kellands will use available and plausible means to rectify this as quickly and as efficiently as possible; to reduce the inconvenience caused. Notification of error must be made immediately to the Parts Team. Kellands will not accept liability for any incorrect or missing parts after 10 working days of expected delivery date.

## SHIPMENT TRACKING

Customers can check an order status by contacting a member of the Kellands Parts Team. The team will be able to contact the relevant person(s) to obtain real time updates.

Where available the Parts Team will be able to supply a tracking number upon despatch, to give the Customer the opportunity to obtain up to date shipment information.

## HAZARDOUS MATERIAL

Airline regulations do not permit certain hazardous materials to be sent via airfreight. This includes, but is not limited to: paint, oil, magnetic items, wet batteries etc. Hazardous items will be packed and shipped for road/ship freight only.

If a Material Safety Data Sheet is required it can be requested from a member of the Kellands Parts Team.

## LIABILITY TO LOSS OR DAMAGE

For all shipments sent by the Customer's chosen partner or parts collected by or on behalf of the Customer, the responsibility of Kellands for said parts ceases when the shipment is loaded by or released to the carrier/collector (whichever occurs first). Any claims for loss, damage or delay in transit must be processed by the Customer directly with the carrier, who is hereby declared to be the agent of the consignee.

For all shipments sent via an Express Partner chosen by Kellands Plant Sales, any claims for loss, damage or delay must be processed by the Customer in writing within 10 working days of the estimated delivery date.

Upon receiving your order, please inspect all packages thoroughly for missing, damaged or incorrect parts. Our Parts Team put forth every effort to prevent shipping damage, however it does occur occasionally. If you receive a damaged parcel, do not accept the package and have the carrier immediately return it to Kellands. However, the customer must inform us within 24 hours to avoid duplicate invoicing. If delivery refusal is not optional, please sign for the package as 'damaged' and inform Kellands immediately.

All claims for loss or damage must be put in writing within 10 working days of (expected) delivery date. Please include affected Part(s), Price, Customer order number, Kellands confirmation number (if available) and date of expected delivery date. Until this information has been received Kellands are unable to process the Customer claim. Failure to complete this process may result in rejection of the claim.

# MANAGEMENT OF BACK ORDERS

All back orders will be shipped automatically as soon as the part becomes available. Orders will be held until the unavailable part is in stock; part shipments must be requested to and agreed by the Kellands Parts Team in writing. If such a request is not made and/or agreed then one shipment will be sent when the order is complete.

The Parts Team are happy to assist with the status of back ordered parts.

# CANCELLATION POLICY

All emergency orders being sent direct from machine manufacturer cannot be cancelled or modified. Any cancellations will be classed as a stock return\*. Any modifications will be classed as a new order, and may incur duplicate carriage charges.

Cancellation of stock orders, or stock held by Kellands Plant Sales, must be put in writing before despatch and acceptance is at the discretion of the Parts Department. Non-stocked items are not authorised for cancellation, and will be treated as a return\* once the order has placed with the manufacturer.

\*Please see 'Returns Policy' on page 8

# RETURNS POLICY

Items ordered in error or customer order cancellations may be returned to Kellands Plant Sales within 10 days of Purchase. All returned items must be arranged by and at the liability of the Customer. Kellands will not arrange for collection of incorrectly ordered parts, unless an agreement has been made with a member of the Parts Team. This will be at the Customer's cost.

For stocked items a 10% handling charge will be applied.

For non-stocked items a 25% handling charge will be applied.

## RETURNS PROCESS

All requests to return items ordered incorrectly and order cancellations must be put in writing to the Kellands Parts Team\*. Any parts returned without the relevant paperwork (including authorization) will be rejected or returned, at the sender's expense. To avoid this, please clearly mark the box with a valid returns number.

In cases where Kellands or a representative of (including machine manufacturer) is responsible for the part issue (incorrectly supplied etc) Kellands will organise and pay for the cost of collection and will endeavour to supply the correct part as soon as possible (as previously stated on page 6).

All authorized returns must be unused and in their original condition and packaging. Missing or damaged parts, or parts which have visibly been incorrectly (or attempted to be) installed, will be returned at the sender's expense and the claim will be rejected.

Please note some non-stocked items are non-returnable.

A credit will be raised within 5 working days of the part being received by Kellands Plant Sales



## WARRANTY PROCEDURE

Parts can be returned due to a defect or failure during the warranty period, in accordance with the Part Manufacturer's warranty policy. For information regarding each Manufacturer's policy, please contact the Kellands Warranty Department.

All requests to return items under Warranty must be put in writing to the Kellands Warranty Team\*. Any parts returned without the relevant paperwork (including authorization) will be rejected or returned, at the sender's expense. To avoid this, please clearly mark the box with a valid returns number.

Upon inspection of the part a credit/replacement will be issued if it is deemed to be a failure under warranty. However, if the failure was deemed to have occurred due to improper use, installation or negligence on the part of the customer; then the claim will be rejected. In this case, a failure report will be provided upon request and the Customer will be invited to collect the part (parts will be disposed of within 30 days of rejection if not collected).

\*To request a Returns Form, please contact a member of the Parts Team. Once completed, return it via email and await an authorized returns number. This number is valid for 10 working days. Any returned part bearing an incorrect or out of date number, will be rejected/returned at the sender's expense. If the above timelines are exceeded, the customer must begin the process again, but the initial deadline of 10 days from Purchase remains. Failure to complete this process may result in rejection of the claim.

# PAYMENT POLICY

As per our terms & conditions payment shall be made on or before the twentieth day of the calendar month next following the month during which the invoice is date. The equitable and beneficial ownership of all materials delivered by Kellands shall only be transferred to the Customer, when the Customer has met all that is owing to Kellands on whatever grounds.

Once an order has been accepted between Kellands and the Customer it has been a contract to supply the goods as per the conditions of the order. Providing the goods are as per stated in the purchase order it is the Customer's responsibility to ensure the invoice is paid, in full, by its due date.

## LATE PAYMENT

In the case of late payment, Kellands Plant Sales reserves the right to charge interest\* at the rate of 8% per month. This interest shall accrue on a day-to-day basis and will continue to be charged until the invoice is paid in full.

In the event of default in payment of the purchase price or any instalment thereof the Customer immediately loses the benefit of any previously agreed special terms

\*An invoice that is disputed will not be charge late payment interest if the correct procedure has been followed (as outlined in our terms & conditions). Please ensure that all disputed invoices are raised to the credit department within 7 days of receipt of the invoice. Outside of this period will be deemed to be an acceptance by the Customer and payment will be due within the terms previously stated.

## CREDIT NOTES

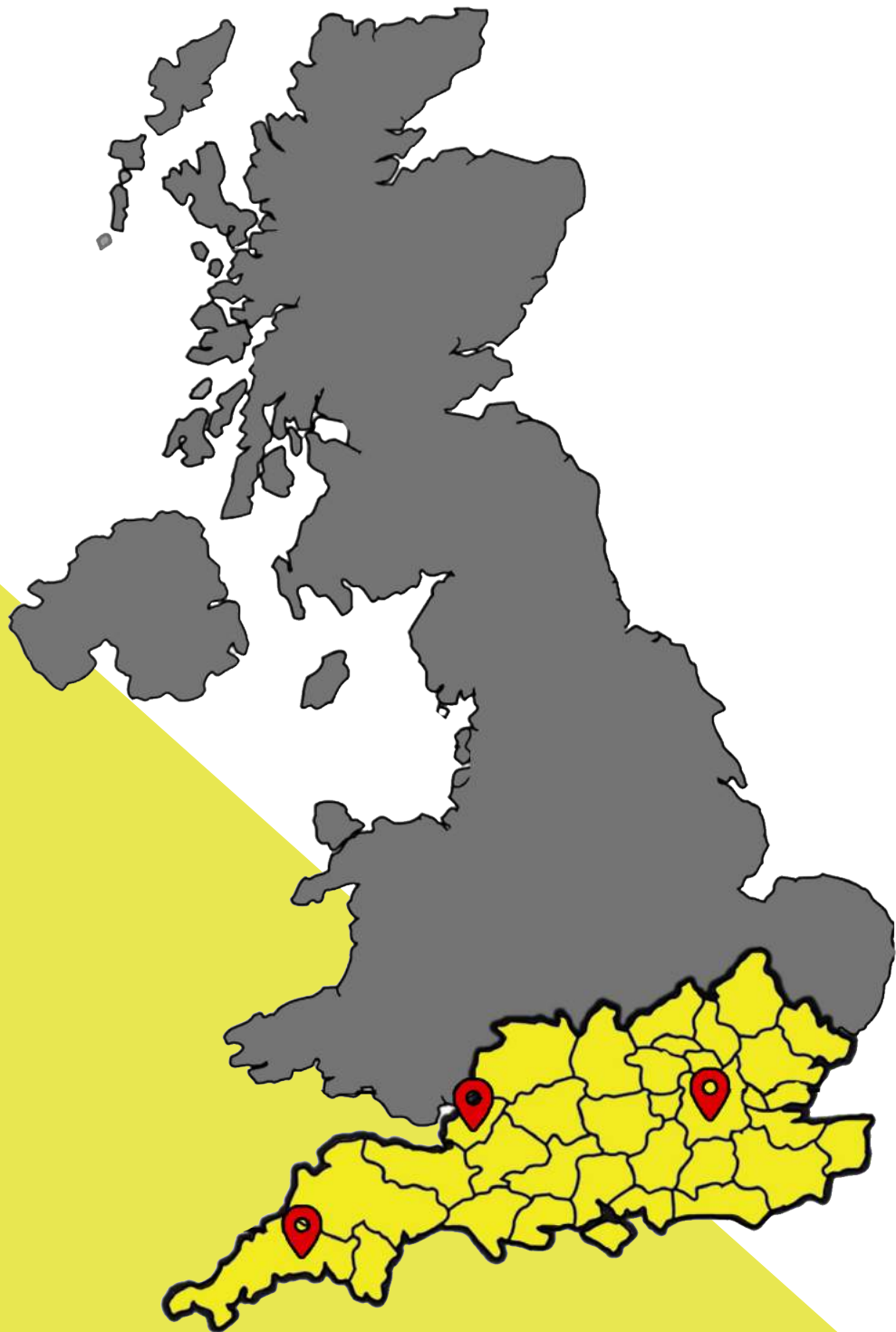
If the correct cancellation / returns procedure has been followed (see page 8), then a credit note\* will be raised against the buyer's account, minus the handling charge (see page 8) A Credit note is a form or letter sent by a seller to a buyer, stating that a certain amount has been credited to the buyer's account.

\*A credit note is a commercial document issued by a seller to a buyer to correct a mistake, such as when (1) an invoice amount is overstated, (2) correct discount rate is not applied, (3) goods spoil within guaranty period, or (4) they do not meet the buyer's specifications and are returned. The seller usually issues a credit memo for the same or lower amount than the invoice, and then repays the money to the buyer or sets it off against a balance due from other transactions.

For further information on anything within this Policy, please revert to our Terms & Conditions.

[www.kellands.com](http://www.kellands.com)

# **KELLANDS** (PLANT SALES) LTD



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