1 Definitions
1.1 "Contract" means the contract between Pecks and Party 1
1.2 "Conditions" means the terms and conditions of sale / purchase and the supply of services set out in this document and any special terms and conditions agreed in writing by Pecks.
1.3 "Pecks" means the seller who supplies the Goods or (if there are none) good trade practice regarding the same; (iii) Party 2 alters or repairs such Goods without the written consent of Pecks; (iv) the defect arises as a result of fair wear and tear, and this condition 3.4 shall be and when such monies become due and payable. Party 2 shall be liable to pay ALL costs, fees, disbursements and charges incurred through debt recovery, legal and insolvency costs.
4 Goods
4.1 The quantity and description of the Goods shall be supplied in accordance with all applicable British Standards, which relate specifically to the Goods and, in the case of new machine whitegoods (not parts), in accordance with the terms set out in Pecks’ "Technical Specifications".
4.2 The representations by Pecks that Goods are second hand [where applicable] shall be taken into consideration in the interpretation of these Conditions (more specifically 2.2). Pecks may from time to time make changes in the specifications of the Goods that are required to comply with any applicable safety or other statutory requirements for the benefit of the consumer.
4.4 If Pecks is not sold to sell Goods that corresponded with illustrations, leaflets, advertisements, drawing or other matter issued by or on behalf of Party 2. Party 2 shall contract with Pecks under the understanding that such alterations may be made if Pecks deems such alterations necessary.
5.1 All weights, measurements and horserowpence given in estimates, illustrations, leaflets, advertisements or drawings or other matter issued by or on behalf of Pecks shall be correct but are not guaranteed and do not constitute a sale or contract. Party 2 agrees to accept any such Goods for return the Goods must be in an as new saleable condition.
9.1 The Goods shall be at Party 2’s risk and Party 2 shall be responsible for them on delivery. 
9.2 If the Goods are being exported to Party 2 and VAT is not initially invoiced by Pecks, Pecks reserves the right to raise a VAT invoice for the price of the exported goods. 
9.3 Any servicing work carried out by Pecks for viewing, inspection or trial to Party 2 or an agent on its behalf, title to the Goods shall remain with Pecks and the provisions at conditions 5.9.3.1 and 5.9.3.6 shall apply.

10. Sub-contracting
Party 2 shall not assign, sub-contract, license or otherwise dispose of any part of its rights or obligations under these Conditions without the prior written consent of Pecks.