

# The Warranty

## CARS, CHASSIS

The goods supplied by or for The M.G. Car Company Limited (hereinafter called 'the Company') are supplied with the following express Warranty which excludes all warranties, conditions, and liabilities whatsoever implied by Common Law, Statute, or otherwise.

1. For the purpose of this Warranty the term 'goods' means and includes new Cars, and the separate chassis or parts thereof, manufactured by the Company and includes replacement parts manufactured by the Company. It does not include tyres, speedometers or electrical equipment or proprietary articles or goods (including coachwork) not of the Company's own manufacture although supplied by the Company for which no warranty is given by the Company or is to be implied, or a failure brought about by the fitting of special bodies or other accessories not approved by the Company.
2. For a period of TWELVE MONTHS from the date on which a new Vehicle or Part (supplied by the Company) is delivered to the first owner-user thereof the Company will exchange or repair any part which needs replacing or repair by reason of defective material or workmanship.
3. The Company will not be responsible for any expense which the owner-user may incur in removing or having removed, or in replacing or having replaced, any part or parts to be sent for inspection, or in fitting or having fitted any new parts supplied in lieu thereof.
4. No claim for exchange or repair can be considered unless the person claiming:
  - (a) Immediately upon discovery of the alleged defect returns the part or parts complained of carriage paid to the authorized Distributor or Dealer of the Company.
  - (b) Sends therewith particulars of the Vehicle or chassis number and the engine number of the Vehicle as shown on the manufacturer's identification plate.
  - (c) Sends full particulars of the claim and the reason therefor, stating in such particulars the date of purchase and the name and address of the person or firm or company from whom the Vehicle was purchased.
  - (d) Refers to this Warranty.
5. No claim for exchange or repair under the terms of this Warranty may be made in respect of:
  - (a) Any Vehicle used:
    - (i) For racing and/or record attempts, or
    - (ii) For any other purpose than the private or genuine commercial use of the owner-user.
  - (b) Any Vehicle purchased or acquired other than direct from one of the Company's contracting Distributors, Main Dealers, Dealers, Retail Dealers, Stocking Traders, Reciprocal Retail Dealers, or Registered Traders.
  - (c) Any part which in the opinion of the Company has been injured by wear and tear, neglect, or any form whatsoever of improper use.
  - (d) Any Vehicle the identification numbers or marks of which have been altered or removed.
  - (e) Any goods which have been altered outside the Company's Works, or to which any part not sold or approved by the Company has been affixed.
  - (f) Any second-hand Vehicle or part thereof.
  - (g) Any part of a chassis to which a body unsuitable in the opinion of the Company has been fitted.
6. The responsibility of the Company is limited to the terms of this Warranty and it shall not be liable for personal injuries or consequential or resulting liability, damage, or loss arising from any defects.
7. The judgement of the Company in all cases of claims shall be final and conclusive and the claimant shall accept its decision on all questions as to defects and the exchange of a part.

After the expiration of six days following dispatch of notification of the Company's decision to the claimant the part or parts submitted may be scrapped unless otherwise directed.

MODEL PURCHASED..... CHASSIS OR CAR AND PREFIX No..... ENGINE No.....

Distributor ..... Sold by .....

.....

Purchased by ..... Witnessed by .....

Signature ..... To be signed by Vendor .....

Date .....

**THIS PORTION TO BE RETAINED BY PURCHASER**

*M.G. Car Company Ltd.*



## CONDITIONS OF SALE

All new Vehicles and Chassis and Parts thereof and therefor manufactured or supplied by or on behalf of The M.G. Car Company Limited (hereinafter referred to as 'the Company') are supplied upon the undermentioned Conditions of Sale, which apply whether the supply is effected (a) by or on behalf of the Company to a Distributor, Main Dealer, Dealer, Retail Dealer, Stocking Trader, Reciprocal Retail Dealer, or Registered Trader; or (b) by or on behalf of the Company direct to the user; or (c) by a Distributor, Main Dealer, or Dealer to a Retail Dealer, Stocking Trader, Reciprocal Retail Dealer, or Registered Trader; or (d) by a Distributor, Main Dealer, Dealer, Retail Dealer, Stocking Trader, Reciprocal Retail Dealer, or Registered Trader to the user:

1. **WARRANTY.** The Company's Warranty, a copy of which is endorsed on the reverse, shall be deemed to be incorporated in these Conditions; to the intent, in the case of a sale to a Distributor, Main Dealer, Dealer, Retail Dealer, Stocking Trader, Reciprocal Retail Dealer, or Registered Trader, that he shall pass on the benefit of the Warranty to his purchaser, who shall be subject thereto in all respects; but such transfer of the benefit of this Warranty shall not create any privity of contract between the Company and such purchaser; and every Distributor, Main Dealer, Dealer, Retail Dealer, Stocking Trader, Reciprocal Retail Dealer, and Registered Trader contracts as a principal and not as an agent, and has no authority to give any warranty or make any representation or otherwise act on behalf of the Company.

2. **PRICES.** The Company's List Prices are for delivery at the Company's works or warehouses or elsewhere. Freightage or other costs of delivery therefrom to the Depot of a Distributor, Main Dealer, Dealer, Retail Dealer, Stocking Trader, Reciprocal Retail Dealer, or Registered Trader is extra. The Company's Vehicles and Parts are supplied subject to a condition that they shall be re-sold only at the prices in force at the time of such re-sale as set out in the retail price lists from time to time issued by or on behalf of the Company (and in addition in the case of Vehicles delivery charges as aforesaid).

3. **PAYMENT.** Payment shall be net cash on delivery except that where at the request of the purchaser another used vehicle is to be taken by way of exchange the price to be allowed for such used vehicle shall not exceed such a price as may be prescribed by the Company.

4. **DELIVERY.** Neither the Company nor any Distributor, Main Dealer, Dealer, Retail Dealer, Stocking Trader, Reciprocal Retail Dealer, or Registered Trader shall be liable to a purchaser for any non-delivery or delay in delivery (whatever the cause of such delay), nor for any damage caused thereby.

5. **ALTERATIONS IN PRICE AND CONDITIONS.** The Company's prices and Conditions of Sale may be altered at any time without notice, and all Vehicles and Chassis and Parts therefor are sold subject to the prices and Conditions of Sale ruling at the time of delivery to the purchaser. In the event of increase of price, however, a purchaser may in writing cancel his order within seven days of receiving notice of the increase.

6. **ALTERATIONS IN SPECIFICATION.** The Company reserves the right to make any alteration in the design or specification of any model without notice and to deliver goods conforming to the altered design or specification in fulfilment of any order.

7. **EXPORT PROHIBITED.** No vehicle or chassis (whether new or second-hand) or parts therefor shall be exported out of the United Kingdom (save for temporary business or holiday purposes) without the written consent of the person, firm, or company from whom it was purchased.

8. **DISTRIBUTORS, MAIN DEALERS, AND DEALERS.** (a) Every Distributor, Main Dealer, Dealer, Retail Dealer, Stocking Trader, Reciprocal Retail Dealer, and Registered Trader shall incorporate these Conditions in any Contract he makes with a purchaser, either by reference or by setting them out in extenso in the order form. Where such incorporation is by reference only, the Distributor, Main Dealer, Dealer, Retail Dealer, Stocking Trader, Reciprocal Retail Dealer, or Registered Trader shall see that a copy of the Conditions is handed to such purchaser prior to the completion of the Contract, and that such purchaser's attention is specifically drawn to them. (b) If any purchaser from a Distributor, Main Dealer, Dealer, Retail Dealer, Stocking Trader, Reciprocal Retail Dealer, or Registered Trader shall commit a breach of these Conditions, the Distributor, Main Dealer, Dealer, Retail Dealer, Stocking Trader, Reciprocal Retail Dealer, or Registered Trader shall, on being required by the Company or his vendor so to do, take such steps as the Company may think fit, whether by instituting legal proceedings or otherwise, in order to enforce the same.

9. **EXHIBITIONS AND COMPETITIONS.** No vehicle or chassis or part thereof of the Company's manufacture shall be exhibited at any exhibition or show or permitted to take part in any competition or trial unless the consent of the Company is first had and obtained in writing.

10. **GENERAL.** The Company may allocate any order placed direct with it to its authorized Distributor, Main Dealer, or Dealer in the appropriate territory.

## SCHEDULE OF FREE AFTER-SALES SERVICE

M.G. Distributors and Dealers are under agreement to give 'Inspection and Adjustment Service' within a running period of 500 miles (or as soon as possible thereafter) of M.G. vehicles purchased from them and they will effect the service attention listed below without charge, except for materials.

1. Drain oil from engine, gearbox, and rear axle, and refill.
2. Oil and grease all points of the car.
3. Tighten cylinder head and manifold nuts to recommended pressures.
4. Check tightness of valve rocker shaft brackets to recommended pressures.
5. Check tappet clearances, and reset if necessary.
6. Tighten fan belt if necessary.
7. Check all water connections, and tighten clips if necessary.
8. Examine and clean carburetter, and reset slow-running adjustment if necessary.
9. Examine, and adjust if necessary, sparking plugs and distributor points.
10. Check working of automatic ignition controls and, if necessary, reset ignition timing.
11. Check front wheel alignment and steering connections. Adjust if necessary.
12. Check tightness of universal joint nuts, wheel nuts, spring clips, and wing (fender) bolts.
13. Check clutch pedal for free movement, and adjust if necessary.
14. Check fluid level in master cylinder, and top up if necessary.
15. Check braking system functionally, and bleed lines if necessary.
16. Check electrical system functionally.
17. Examine battery and top up to proper level with distilled water or diluted acid as may be required. Clean and tighten terminals.
18. Inspect shock absorbers for leaks. Examine oil levels, and top up if necessary (piston type only).
19. Test tyres for correct pressure.
20. Check doors for ease in opening and closing. If necessary, lightly smear with a suitable lubricating agent all dovetails and striking plates.
21. Where the Jackall jacking system is in use check union nuts to recommended pressures and, if necessary, top up the fluid reservoir.

**NOTE.**—Any adjustment or correction prescribed to be in accordance with the procedure given in the M.G. Workshop Manual or Driver's Handbook.