

## TERMS & CONDITIONS

1. Herein the Company "A W Engineering (Darwen) Ltd, Ellesmere Road, Darwen, Lancashire, BB3 1HT, registered in England Company Number 04524635", shall be referred to as the "Company".

All clients of the above company purchasing any item will be referred to as the "Customer"  
All items purchased, returned, in transit or held by the "Customer" from the above company will be referred to as the "Goods"

2. These terms and conditions do not affect your standard rights under English law, your statutory rights are not affected.

### 3. WARRANTY:-

"Goods" supplied by the "Company" are covered by a 12 months warranty from the date of purchase, the warranty covers faulty components and Faulty Workmanship undertaken by the "Company". The warranty covers "Goods" supplied by the "Company" for their normal designed and intended use only.

In the event of any warranty claim, a replacement unit (if available) will be supplied, or the "Goods" supplied may be repaired to a satisfactory and useable condition or a refund may be offered. Refunds provided by the "Company" are at the companies discretion and only offered in the event that a replacement or repair of the "Goods" is not available.

### 3.(a) NOT COVERED:-

The warranty does not cover any "Goods" used for a none designed or intended purpose, these also include use of "Company" "Goods" in vehicles used for the purpose of 1/ Motor Sports 2/ Hire 3/ Driving tuition 4/ Taxi or private hire 5/ Speed trials 6/ Any form of racing 7/ or any other vehicles that have been modified or altered from manufacturers original design and specification in any way.

No cover exists in the warranty for the incorrect installation of "Goods" supplied by the "Company". All supplied "Goods" should be installed by a competent and suitably trained individual, installed to the vehicle manufacturers correct original specification. Any claims regarding any fault that has occurred due to incorrect engine timing or installation are void. No cover will be provided for "Goods" incorrectly maintained by the "Customer" during the warranty period. Proof of such maintenance will be requested by the "Company". All "Goods" should be maintained as per the original manufactures specification, service intervals adhered too and faults immediately rectified.

No cover will be provided for any "Goods" altered or adapted in any way, "Goods" repaired in any way without prior written consent of the "Company" or "Goods" damaged in any way. The "Company" will not be responsible for any expenses incurred by the "Customer" or agent, in connection with the installation or subsequent removal of any "Goods" supplied.

Furthermore the "Company" will not be responsible for any expenses incurred by the "Customer" or agent, for failure of the "Goods" supplied, or any associated expenses for consumable items required to install or remove any "Goods" supplied. Where a "Customer" uses an agent for the installation of "Goods" supplied by the "Company", the "Company" will not meet any expenses incurred by any such agent during the installation or removal of any agreed faulty "Goods" supplied to the "Customer". The "Company" will not enter into negotiations with any such agent as a third party interest to resolve any warranty claims.

No cover will be provided for any vehicle using any type of fuel other than fuels originally designed for and approved by the vehicle manufacturer Any "Goods" supplied and used in conjunction with none standard or approved fuels will not be covered by the warranty.

4. All warranty claims must be made by the original "Customer" direct to the "Company". Any and all faults should be immediately notified to the "Company". It is a condition of this warranty that a copy of the original invoice supplied by the "Company" to the "Customer" is provided for inspection. This warranty in whole or part is none transferable.

5. The "Company" will not cover any expense incurred by the "Customer" or agent, in returning or collecting any "Goods" to the "Company" at the above address listed in section 1.

6. Refunds will only be offered if replacement "Goods" are not available and a satisfactory

repair cannot be achieved to the supplied "Goods". The "Goods" must be returned to the "Company" at the above address in good condition. The "Company" will not refund any cost's incurred by the "Customer" in returning any "Goods" to the "Company".

#### 7. SURCHARGE

The "Company" reserves the right to charge the "Customer" a surcharge or deposit, held by the "Company" until the "Customer" returns to the "Company" a satisfactory exchange unit. Units must be returned to the "Company" at the above address, listed in section 1, within 12 weeks of the date of purchase. After this time any surcharge amount will be forfeited by the customer and only at the discretion of the "Company" will any, part or whole, surcharge amount be refunded to the customer.

All exchange units returned by the "Customer" to the "Company" for a refund of the surcharge must be in a serviceable condition and the "Company" must be able to salvage sufficient components from the returned unit to justify returning in whole the entire surcharge to the "Customer".

Items which effecting the issue of a surcharge refund include, incomplete units, engine blocks with damaged to the casting, including holes and broken lugs, snapped cam shafts, missing cylinder heads, missing crankshaft or con rods, blocks or crankshafts damaged beyond resurfacing, bent con rods, spun big end shells, missing con rod caps. this list is not exhaustive and is offered only as a guide of possible none refundable surcharge situations. Any units returned by the "Customer" to the "Company" at the above address, listed in section 1, deemed unsuitable for a surcharge refund, will be recorded and photographed by the "Company" on the day of arrival at the "Company" address. The "Company" will contact the "Customer" and inform them of any faults. The "Company" may offer a reduced surcharge refund only at its discretion. The "Customer" will have 14 days from the date the "Company" received the returned unit, to rectify the situation by 1/ returning missing components 2/ arranging to collect the returned unit 3/ accepting the forfeit of the surcharge amount 4/ Accepting a reduced surcharge refund, if any such reduced refund is offered by the "Company". Following the 14 day period all the surcharge amount is forfeited by the "Customer" and the "Company" will dispose of the returned unit.

#### 8. RETURN UNITS

Part of the surcharge amount held by the "Company" may be used by the "Customer" to cover the expense of the "Company" approved transport agent collecting the return unit. The amount chargeable for using this service will be clearly marked on the original invoice. If the "Customer" uses this service the agreed amount for collection by the "company" approved transporter agent will be deducted from the surcharge and subject to the terms in section 7, the balance returned to the "Customer".

The "customer" agrees that upon entering into an agreement with the "Company" and the company approved transport agency to collect any return units, that they have a responsibility to ensure the return unit is ready for collection, suitably packaged and the "Customer" or a representative is present to hand over the return unit, at the agreed time and location arranged with the company approved transport agent. Return units must be free of all fluids and suitable for safe handling.

The "Customer" further agrees that any additional cost incurred by missed, or abortive collections, by the company approved transport agent, will be met by the "Customer" from the surcharge amount held by the "Company", when any such missed or abortive collection is at fault of the "Customer" or their appointed agent.

9. All faults should be notified immediately to the "Company" any fault not immediately reported could affect any claim made under this warranty.

10. The "Company" reserves the right to alter and adjust any of its pricing without notice. Any changes to the "Company" prices are effective from 9am on the date of change, regardless on any un-amended advertisements or offers. VAT and other tax changes are applicable immediately on the date of issue, regardless of any advertised prices.

---