



TERMS AND CONDITIONS

Definitions

1. Herein the Company "Precision Engine Services Ltd, 48 Seafield Road, Longman Industrial Estate, Inverness, IV1 1SG, registered in Scotland Company Number SC399507" shall be referred to as the "Company". All clients of the above company, whether this is a person, corporate or unincorporated body, 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".

General Provisions

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

Warranty

3. "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 company's discretion and only offered in the event that a replacement or repair of the "Goods" is not available.
4. Where there is a query over "goods" supplied by the "Company" or works carried out by the "Company" and the "Customer" is not in a position to bring the "goods" or works to the "Company" (for example, they have been fitted to a marine vessel, agricultural or industrial vehicle, or such like) the "Company" will discuss with the "Customer" and determine if a call-out is required. Where it is deemed the components have been faulty or faulty workmanship has been undertaken by the "Company" then clause 3 will apply. Should the "Company" find that any of the clauses in 5 are applicable then they will charge the "Customer" a call-out fee for the site visit.
5. NOT COVERED BY WARRANTY: The warranty does not cover any "Goods" used for a none designed or unintended 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. This includes fuel contamination. 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.

No cover will be provided if the "Goods" do not meet the "Customers" requirements due to incorrect description, information or specifications given to the "Company" by the "Customer".

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

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.

The "Company" shall not be liable to the "Customer" for any incidental or consequential damages or loss arising from a defect in the "Goods".

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.

No cover will be provided if the "Customer" makes any further use of the "Goods" after informing the "Company" of any failure of the "Goods".

6. 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". This can be verbally or in writing – this includes faxes and emails. 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.
7. In circumstances where any work requires the "Company" to carry out repair work to "Customer's" goods, and the "Customer" supplies the parts for the job, any warranty which the "Company" agrees in writing to provide shall be in respect of labour only.

Returns

8. 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.
9. "Goods" must be checked upon receipt as the "Company" is not obliged to accept any returns after 28 days.
10. The "Company" reserves the right to charge a handling fee in respect of any goods returned by the "Customer" as surplus to requirement. Such fee shall be calculated as 15% of the invoice value of the returned "Goods".
11. The "Company" reserves the right to charge a fee in respect of any cancelled orders. Such fee shall be calculated at 15% of the value of the cancelled order. Such a fee is a fair and reasonable estimate of the likely administrative, storage and remarketing costs to be incurred by the "Company" as a result of the cancellation.
12. 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".

Exchange Units

13. **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 2 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 affect 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.

14. RETURN UNITS: It is the responsibility of the "Customer" to return any units to the "Company" within the agreed timescale, listed in section 13. Return units must be free of all fluids and suitably packaged. The "Company" does not take any responsibility for any damage caused to the unit in transit to them. Should the unit arrive damaged the "Company" will contact the "Customer" and record and photograph the unit as per section 13.

Delivery

15. In the event that the "Customer" is to collect the "Goods" or arrange collection of the "Goods" via a courier nominated by the "Customer", risk shall pass immediately upon collection of the "Goods" from the "Company's" premises.
16. In the event that the "Company" is to effect delivery of the "Goods", risk shall pass on delivery of the "Goods" to the "Customer's" premises or to premises nominated by the "Customer", ready for unloading.

Terms of Payment

17. The "Company" reserves the right to alter and adjust any of its pricing without notice. The contract price will be that ruling at the date of delivery.
18. Prices quoted are exclusive of VAT.
19. Any "Goods" which require a 'special order' must be paid for upfront, should the "Customer" not be an account holder with the "Company".
20. Title of the "Goods" shall not pass to the "Customer" until the "Company" has received payment in full (in cash or cleared funds) for the "Goods".
21. The "Customer" shall pay the invoice in full and in cleared funds:
 - 21.1 In the case of "Customers" who have a credit account with the "Company", by the last day of the calendar month immediately following the calendar month in which the invoice was dated; and
 - 21.2 In all other cases, on the date of the invoice.
22. If the "Customer" cannot accept or arrange delivery when the "Goods" are completed and ready for delivery, then the time when the "Goods" are ready shall count as the delivery date and invoice date and payment shall be made accordingly, unless otherwise agreed in writing by the "Company".
23. The "Company" shall be entitled to immediate re-delivery of the "Goods" and to re-sell the "Goods" at any time after the due date for payment or before such date in the case of the occurrence of any of the events referred to in clauses 21 and 22 hereof and for the purpose of such recovery and/or re-sale of the "Goods" the "Company" shall be entitled and the "Customer" hereby grants to the "Company" the power to enter upon the premises or property of the "Customer" during normal business hours and to remove the "Goods" (including dismantling and/or separation from other goods to which the "Goods" are attached and/or separation from heritable property where necessary).

Insolvency or Incapacity

24. If the "Customer" becomes subject to any of the events listed in clause 25, or the "Company" reasonably believes that the "Customer" is about to become subject to any of them and notifies the "Customer" accordingly, then, without limiting any other right or remedy available to the "Company", the "Company" may cancel or suspend all further deliveries under the Contract or under any other contract between the "Customer" and the "Company" without incurring any liability to the "Customer", and all outstanding sums in respect of "Goods" delivered to the "Customer" shall become immediately due.
25. For the purposes of clause 24, the relevant events are:
 - a. the "Customer" suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply, or (being an individual) the "Customer" is the subject of a bankruptcy petition or order; or

- b. (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the “Customer”, an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the “Customer”; floating charge holder over the “Customer’s” assets has become entitled to appoint or has appointed an administrative receiver
- c. a person becomes entitled to appoint a receiver over the “Customer’s” assets or a receiver is appointed over the “Customer’s” assets;
- d. any event occurs, or proceeding is taken, with respect to the “Customer” in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;
- e. the “Customer’s” financial position deteriorates to such an extent that in the “Company” opinion the “Customer’s” capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

Privacy Statement

26. When you become a Customer of the Company, your name and address are stored by the Company. This information is stored so that we can continue to deliver and invoice to the correct details held on file. We do not hold any Customer bank or card details on file. Your Company information will be held as long as the account is active. Dormant accounts will not be closed until 7 years have lapsed, to ensure we have access to any account information that could be required legally. The safe storage of your personal information is taken very seriously by us and will not be shared with any other organisation for any sales or marketing purposes. You have the right to access the data we hold about you at any time.

May 2018