EXCEL ENGINE SERVICES

TERMS AND CONDITIONS OF SALE

1 Interpretation

1.1 In these Conditions:

"BUYER" means the Company, firm or person who accepts a quotation of the Seller for the sale of the Goods or supply of the Specified Service, or whose order for the Goods or supply of the Specified Service is accepted by the Seller.

"CONDITIONS" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller.

"GOODS" means the Goods (including any instalment of the Goods or any parts for them) which the Seller is to supply in accordance with these Conditions.

"SELLER" means Excel Engine Services Limited registered in England & Wales under registered number 07162755.

"SPECIFIED SERVICE" means the service of applying an engineering process to or effecting a repair to the Buyer's Materials (as defined below) to be provided by the Seller for the Buyer

"BUYER'S MATERIALS" means vehicle or engine or engine components or any part pertaining to a vehicle that the Seller may provide to the Buyer for the Specified Service, or additional Goods that the Buyer purchases from the Seller to perform the Specified Service.

"WEBSITE" means www.excelengineservices.com.

2 Basis of the contract

2.1 The Seller shall sell and the Buyer shall purchase the Goods or the Seller shall provide and the Buyer will pay for the Specified Service in accordance with any written quotation of the Seller which is accepted by the Buyer, or any written order of the Buyer which is accepted by the Seller, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.

2.2 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and Seller.

2.3 No contract for supply of the Goods or the Specified Service shall be binding on the Seller unless the Buyer has sent to the Seller a signed written order containing the particulars of the Goods required and the Seller has officially acknowledged the Buyer's order. The Seller will not accept liability for verbal orders, or of amendments to existing orders, unless these are confirmed in writing within 2 working days.

2.4 No order that has been accepted by the Seller may be varied or cancelled by the Buyer except as agreed in writing by the Seller and then only on the terms that the Buyer indemnifies the Seller in full against all loss (including loss of profit), costs, damages, charges and expenses incurred by the Seller as a result of such variation or cancellation.

2.5 The quantity, quality and description of and any specification for the Goods or Specified Services shall be those set out in the Buyer's order or in the Seller's quotation.

3 The Supply of the Specified Service

3.1 Where the Seller is to provide services;

3.2 The Seller shall provide the Specified Service to the Buyer subject to these conditions. Any changes or additions to the Specified Service or these Conditions must be agreed in writing by the Seller and the Buyer.

3.3 The Buyer shall at its own expense supply the Seller with all necessary documents or other materials, and all necessary data or other information relating to Specified Service, within sufficient time to enable the Seller to provide the Specified Service in accordance with the contract and the Buyer shall ensure that all such necessary data or other information is correct.

3.4 The Buyer shall at its own expense retain duplicate copies of all such documentation and materials referred to in 3.3 above and shall insure against its accidents or loss or damage. The Seller shall have no liability for any such loss or damage, however caused.

3.5 The Seller may at any time without notifying the Buyer make any changes to the Specified Service which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Specified Service.

3.6 All brochures, specifications, drawings, catalogues, particulars, shapes, descriptions and illustrations, application guides and information, price lists and other advertising matter are intended only to present a general idea of the Specified Service described in them and the images of the Specified Service on the Website or otherwise are for illustrative purposes only.

3.7 We reserve the right to amend any design or specification without prior notification provided that it does not adversely affect the performance of the Specified Service.

3.8 We prohibit the audio or video recording of on-site professional or technical Services, or training and consultancy without the prior written consent of the Seller.

4 The Supply of Goods

4.1 All brochures, specifications, drawings, catalogues, particulars, shapes, descriptions and illustrations, application guides and information, price lists and other advertising matter are intended only to present a general idea of the Goods described in them and the images of the Goods on the Website or otherwise are for illustrative purposes only.

4.2 We reserve the right to deliver Goods of a modified design provided that any difference does not make the Goods unsuitable for any purpose you have made known to us.

4.3 The Goods will conform in all material respects to any sample provided and accepted by the Seller. The Goods will conform in all material respects with any specification provided to and accepted by the Seller. We reserve the right to amend any design or specification without prior notification provided that it does not adversely affect the performance of the Goods. In those circumstances where the Seller has exhibited a sample to the Buyer, it is not intended to provide the Buyer with contractual specification of the Goods or to constitute a sale or offer of sale by sample and the Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order.

4.4 All Goods supplied by us are subject to availability. We reserve the right in the event that we cannot supply you with the Goods that you have ordered, to supply you with substitute Goods of equivalent or matching quality. In the event that you do not accept such substitute Goods, we shall arrange and be responsible for the cost of collecting such substituted Goods from you; subject to the Goods being in the condition as provided at clause 5.3 and 15.1.3.

4.5 Technical specifications are approximations unless specifically stated otherwise.

4.6 If the Goods are manufactured in accordance with any design or specification provided or made by you, you will compensate us in full on demand for all claims, expenses and liabilities of any nature in connection with them, including any claim, whether actual or alleged, that the design or specification infringes the rights of any third party.

5 Consumer Rights – Right To Cancel

Clause 5 only applies if you are a Consumer AND purchasing Goods and/or a Specified Service from our Website. Where you use purchase Goods in-store this clause 5 shall not apply.

5.1 In accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 you

have the right to cancel the Contract (subject to clause 5.8 below) for any item bought on the Website for a full refund within 14 days without giving any reason. The cancellation period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last Good(s).

5.2 To exercise the right to cancel email customer services on customerservice@excelengineservices.com, or call +44 (0) 161 406 6991, or write to us at Excel Engine Services Ltd, Lingard Lane, Bredbury, Stockport, SK6 2QT to inform us of your decision to cancel your order by a clear statement (setting out your name, geographical address, order number and, where available, your telephone number and an e-mail address). To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

5.3 If you cancel the Contract under this clause 5, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us). Please take reasonable care of the goods as we are entitled to deduct an amount from the refund to reflect any loss in value of the goods supplied, if the loss is the result of unnecessary handling of the goods by you. Any goods returned must not be devalued, should be in a re-saleable condition & include the documentation and original packaging.

5.4 We will make the reimbursement without undue delay, and not later than:

5.4.1 14 days after the day we receive back from you any Goods supplied, or

5.4.2 (if earlier) 14 days after the day you provide evidence that you have returned the Goods, or

5.4.3 if there were no Goods supplied, 14 days after the day on which we are informed about your decision to cancel the Contract.

5.5 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. We may withhold reimbursement until we have received the Goods back or you have supplied evidence of having sent the Goods and provided proof of delivery, whichever is the earliest.

5.6 You shall send back the Goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from the Contract to us. The deadline is met if you send back the Goods before the period of 14 days has expired. You will have to arrange and bear the direct cost of returning the Goods.

5.7 If you are responsible for the costs of return and we are collecting the Goods from you, we will charge you the direct cost to us of collection. We will advise you at the time of the collection cost.

5.8 The right to cancel does not apply to contracts for the supply of Goods that are made to the Consumer's specifications or are clearly personalised;

5.9 The Buyer may also cancel an order for the Specified Service within 14 days after the day the Seller emails the Buyer to confirm acceptance of the Buyer’s order. However, once the Seller has completed the Specified Service the Buyer cannot change their mind, even if the period is still running. If the Buyer cancels after the Seller has started the Specified Service, the Buyer must pay the Seller for the Specified Service provided up until the time the Buyer informs the Seller that they have changed their mind.

5.10 Nothing in this clause affects your statutory rights.

6 Price

6.1 The price of the Goods or Specified Service shall be the Seller's quoted price, or where no price has been quoted, the price listed in the Seller's published price list current at the date of acceptance of the order. Where the Goods are supplied for export from the United Kingdom, the Seller's published export price list shall apply. All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer.

6.2 Except as otherwise stated under the terms of any quotation or in any price list of the Seller, and unless otherwise agreed in writing between the Buyer and Seller all prices are given by the Seller on an ex-works basis.

6.3 The price is exclusive of any applicable value added tax, which the Buyer may be additionally liable to pay to the Seller.

6.4 The Buyer shall be responsible for any extra costs arising from the amendment of an acknowledged order.

7 Payment

7.1 Subject to any special terms agreed in writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods, or where the Buyer wrongfully fails to take delivery of the Goods the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection. Where the Seller is supplying a Specified Service, the Seller shall be entitled to invoice the Buyer at any time after the anticipated completion date of the Specified Service.

7.2 Subject to clause 7.5 invoices for Goods and Specified Services are payable by the Buyer immediately upon presentation of the Seller's invoice. The Seller’s invoice is required to be paid by Bank Transfer.

7.3 Notwithstanding the above, the Seller is entitled to demand payment prior to supplying the Goods or performing the Specified Service.

7.4 If the Buyer fails to make any payment on the due date then, without prejudice to any of the right or remedy available to the Seller, the Seller shall be entitled to;

a) cancel a contract or suspend any further deliveries to the Buyer;

b) appropriate any payment made by the Buyer to such of the Goods or Specified Services as the Seller may think fit; and charge interest at an annual rate of 5% above the HSBC Bank Plc minimum lending rate for the time being (minimum 12.5% pia) on any invoice/statement remaining unpaid after the due date for payment has passed, and this charge shall accrue from day to day.

7.5 Where the Buyer holds a credit account with the Seller, all such accounts are due and payable strictly net by the 28th of the month following the month of delivery to the Buyer.

7.6 Prospective Buyers wishing to open a credit account with the Seller must do so on the Seller's official credit application form.

7.7 The granting of a ledger account by the Seller is subject to the Seller being satisfied as to the Buyer's credit worthiness and the Seller reserves the right in his absolute discretion to refuse the opening of an account, to refrain from delivery, and to close an account should the Buyer be in default of payment or not have conducted the account in the proper manner.

8 Delivery

8.1 Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed by the Seller, by the Seller delivering the Goods to that place.

8.2 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Seller in writing.

8.3 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Seller in writing.

8.4 If the Seller fails to deliver the Goods (or any instalment) for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess of the cost to the Buyer (in the cheapest available market) of similar Goods to replace those not delivered over the price of the Goods.

8.5 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without prejudice to any of the right or remedy available to the Seller, the Seller may;

a) store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or

b) sell the Goods at the best price readily obtainable and after deducting all reasonable storage and selling expenses account to the Buyer for the excess over the price under the contract or charge the Buyer for any shortfall below the price under the contract.

9 Risk and Title to Property

9.1 Risk of damage to or loss of the Goods shall pass to the Buyer:

9.1.1 in the case of Goods to be delivered at the Seller's premises, at the time when Seller notifies the Buyer that the goods are available for collection;

9.1.2 in the case of Goods to be delivered otherwise than at the Seller's premises at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

9.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other Goods agreed to be sold by the Seller to the Buyer for which payment is then due.

9.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and keep them properly stored, protected, insured and identified as the Seller's property, but the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business.

9.4 The Buyer's right to possession of the Goods shall cease if he, not being a Company, commits an available act of bankruptcy or if he, being a company, does anything or fails to do anything which would entitle a receiver to take possession of any assets or which would entitle a person to present a petition for a winding-up.

9.5 The Buyer shall notify the Seller without delay of any attachment of the goods or actions by third parties which might infringe the Seller's title of the goods.

9.6 The Buyer shall insure the Goods against theft or any damage however caused until the price has been paid or until sale which ever shall first occur and the Seller shall be entitled to be informed by the Buyer of all details of the insurance policy.

9.7 In selling the Goods as permitted by the above clause, the Buyer shall do so as licensee for the benefit of the Seller and will hold any proceeds from the sale of the Goods as trustee on behalf of the Seller and will pay any such proceeds over to the Seller on demand.

9.8 Until such time as the property in the Goods passes to the Buyer, the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods (and the Buyer shall indemnify the Seller against any claims arising from such repossession.

9.9 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods, which remain the property of the Seller, but if the Buyer does so, all monies owing by the Buyer to the Seller

shall immediately become due and payable.

10 Warranties and Liability

10.1 Where the Seller sells in connection with the provision of the Specified Service or otherwise any Goods supplied by a third party, the Seller does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Buyer the benefit of any warranty, guarantee or indemnity given by the person supplying the Goods to the Seller.

10.2 Subject to the Conditions set out below the Seller warrants that the Buyer's Materials engineered by the Seller in connection with the provision of the Specified Service, and any new or remanufactured Goods supplied by the Seller, will correspond with their specification at the time of delivery and will be free from defects in materials and workmanship for a period of 12 months or 12,000 miles whichever is the first to expire from the date of delivery.

10.3 The above warranty is given by the Seller subject to the following conditions:

10.3.1 the Seller shall be under no liability in respect of any defect in the Goods or Buyer's Materials arising from any drawing, design or specification supplied by the Buyer;

10.3.2 the Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration or repair of the Goods and Buyer's Materials without the Seller's approval;

10.3.3 the Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods and Buyer's Materials has not been paid by the due date for payment;

10.3.4 the above warranty does not extend to parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller;

10.3.5 new engines, short motor engines, cylinder heads are supplied assembled and sealed, any attempt to unseal (dismantle) them or subject them to any machining process by whoever apart from the Seller will void the warranty;

10.3.6 any modification in anyway whatsoever to parts that we supply will void the warranty.

10.4 Subject as expressly provided in these Conditions, and except where the Goods and Buyer's Materials are sold to a person dealing as a consumer (within the meaning the Consumer Rights Act 2015), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

10.5 Where the Goods and Buyer's Materials are sold under a consumer transaction (as defined by the Consumer Rights Act 2015) the statutory rights of the Buyer are not affected by these Conditions.

10.6 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or Buyer's Materials or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods or Buyer's Materials and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods or Buyer's Materials had been delivered in accordance with the Contract.

10.7 Where any valid claim in respect of any of the Goods or Buyer's Materials which is based on any defect in the quality or condition of the Goods or Buyer's Materials or their failure to meet specification is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to replace the Goods or Buyer's Materials (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods or Buyer's Materials (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer.

10.8 Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the

Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, both generally and specifically in relation to clauses 16, 17, 18 & 19, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or Buyer's Materials or their use or resale by the Buyer, and the entire liability of the Seller under or in connection with the Contract shall not exceed the price of the Goods or Buyer's Materials, except as expressly provided in these Conditions.

10.9 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods or Buyer's Materials, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control:

10.9.1 act of God, explosion, flood, tempest, fire or accident;

10.9.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

10.9.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

10.9.4 import or export regulations or embargoes;

10.9.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);

10.9.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery, power failure or breakdown in machinery.

10.10 No warranty given on goods supplied by the seller, which are used in any form of motor competition or for performance improvement purposes.

10.11 For the purpose of any Buyer claim the time of delivery is not an essence. All times / dates quoted are approximate and may vary. We will not accept any claim for any loss or damage, or any consequential loss or damage arising from delayed dispatch / delivery.

10.12 **Warranties in Respect of Remanufactured Goods and Specified Services**

10.12.1 All warranty periods start on the invoice date of purchase and finish at the end of the period specified depending on the type of unit (engine or any other part) purchased as stated on the invoice.

10.12.2 All warranties are non-transferable; the warranty is available only to the original purchaser of the unit.

10.12.3 For engines the warranty covers the engine block, cylinder head and all internal components. The warranty does not cover ancillary equipment / components, which may include, the water pump, turbo, diesel pump, injectors, timing components or any other components that happen to be affixed to the unit and those which are not the subject of the sale

10.12.4 For short motor engines the warranty covers the cylinder block and its internal components. The warranty does not cover ancillary equipment / components any other components that happen to be affixed to the unit and those which are not the subject of the sale.

10.12.5 For cylinder heads the warranty covers the cylinder head and its internal components. The warranty does not cover ancillary equipment / components any other components that happen to be affixed to the unit and those which are not the subject of the sale.

10.12.6 The Seller’s Warranty covers any mechanical faults of the unit supplied if a fault should occur as a result of components failure - the mechanical fault.

10.12.7 The Seller’s Warranty does not cover claims for any loss and damage including any consequential loss or damage and

the Seller shall not be held responsible for any, from whatever reason arising, whether claimed under the warranty or not.

10.12.8 The Seller shall not be held responsible for any loss or damage (which may include loss of earnings, vehicle hire, inconvenience, installation charges) which may be caused by the purchased unit (engine or any other part) or any delay with delivery.

10.12.9 The Seller's Warranty does not cover claims where damage is caused by negligence, lack of adequate care, lack of service, bad installation. It is the Buyers responsibility and best interest to appoint professionally skilled trade specialist to carry on installation job of any purchased components.

10.12.10 The Seller's Warranty does not cover claims where damage is caused by timing related problems (for engines with timing belt, timing chain or gears). Every claim of that nature will be rejected and warranty VOID. See clause 10.13.5.

10.12.11 The Seller's Warranty for engines covers the cylinder block and cylinder head assembly.

10.12.12 The Seller's Warranty for short motor engines cover the cylinder block.

10.12.13 The Seller's Warranty for cylinder heads covers the cylinder head and the internal components of the head.

10.12.14 The Warranty must be validated (see clause 10.13 Remanufactured / Reconditioned Engines Warranty Validation).

10.12.15 The Seller will reject any claim arising from timing related problem / damage. The timing set up must be checked prior to installation of the engine in to the vehicle or affixing any ancillaries to the engine. Any attempt to start the engine is a confirmation by the Buyer to the Seller that the timing set up was carried on or checked by the installer and that the installer is fully responsible for it.

10.12.16 If a unit (engine or any other part) is found to be defective prior to the installation in the vehicle then we will arrange collection of the defective unit (along with the exchange unit if the sale was on an exchange basis) and replace (or repair - to our discretion) it with a working unit at no cost to the Buyer.

10.12.17 The unit must be used as a direct replacement for the same type of unit without any unauthorised modifications and to the manufacturer's specifications.

10.12.18 Heat Tabs come fitted to our reconditioned engines. If the Heat Tabs are tampered with at all or removed or they indicate that the engine was overheated then the warranty will be void.

10.12.19 The Engine (or any other item purchased) comes sealed, any attempt to unseal (dismantle) the engine (or any other part supplied) by whoever apart from the Seller in the Sellers premises will void the warranty.

10.12.20 The addition of after-market "high performance" parts and / or use of any additives (including any chemical additives to oil or coolant or fuel) will void the Sellers warranty unless recommended (specified) by the vehicle manufacturer.

10.12.21 If a unit (engine or any other part) is found to be defective after installation in the vehicle (for engine after the ancillaries started to be fitted to the engine) then the Buyer shall make a Warranty Claim and such unit (engine or any other part) shall not be considered as "not fit for purpose" or "not as described" (we are unable to replace the unit / make a refund without examination).

10.12.22 It is our policy to firstly replace incorrect or faulty items before we refund.

10.12.23 If the Buyer need to make a claim for any reason they must contact us by e-mail within 7 working days of discovering of the fault and prevent any further potential damage.

10.12.24 If the Buyer encounters a problem with any Goods provided by the Seller then they are advised to contact the Seller to seek advice. The Seller shall not be held responsible for any claims unless this procedure is followed.

10.12.25 We may decide that the return of the item / unit for inspection is necessary. (For engines we will more likely decide that return for inspection is necessary). In such occasion the Buyer shall make the item (engine or any other part) available for collection in a state "as delivered" to the Buyer. The Seller will collect the item and carry on warranty inspection / assessment. We are unable to make any warranty inspections / assessments outside of our premises.

10.12.26 The Seller will disassemble certain units (commonly engines, short motors and cylinder heads) to carry out the warranty inspection. If the failure is found to be attributable to our workmanship, engine machining or the failure of any engine part fitted in the original unit, then to fulfil the Warranty Claim we will provide a replacement remanufactured unit comparable to the original unit which is the subject of the Warranty Claim. If the failure is due to anything not relating to our workmanship, engine machining or failure of any integral engine parts fitted in the original unit, then the warranty will not be valid and the failed unit will not be reassembled; in such cases it will be the Buyer's responsibility to collect the disassembled unit at their own expense. The Buyer has 14 days from the date of the warranty inspection report to collect the disassembled unit, after which time the Seller has a right to dispose of the unit and its integral parts.

10.12.27 If a warranty claim is rejected the Seller will charge the Buyer a fee for the carrying out the warranty inspection and providing a written report.

10.12.28 Shall the warranty claim be rejected by the Seller then the Buyer shall cover cost of transport to the company and warranty inspection.

10.12.29 In order for a claim to be made the Buyer will need:

a) to contact us via e-mail to let us know of the problem;

b) have a claim form sent to you by e-mail or post;

c) fill out and return the claim form to us for review (we are unable to process any claim without the completed claim form returned to us);

d) once the claim form is received by us we will review it (normally within two working days) and one of our staff will contact the Buyer to inform them of what has been authorised;

e) we may require the unit (engine or any other part) to be returned to us for inspection, all inspections are on "back to base" basis and we are unable to carry on any inspections at the Buyers location. If the Buyer refuses to make the unit ready for collection then we will void the warranty.

10.12.30 All responses and authorisations to carry on whatever warranty work or replacement of parts by any third party (not the Seller) shall be in writing. The Seller shall not be held responsible for any action taken unless it was authorised in writing by the Seller (the Seller will not cover any bills or make any reimbursements).

10.12.31 All warranty claims are dealt with on an individual basis as every vehicle is different and every claim has different factors that must be taken into consideration. We try to handle claims as quickly as possible striving to have all completed within 14 days from the day of being notified of a fault.

10.12.32 The Seller reserves the right to either limit, or void the guarantee on the engine (or any other unit / part) depending upon the nature and severity of the fault.

10.12.33 Shall the warranty be void then the company will furnish the Buyer with an offer to repair / replace of damaged unit.

10.12.34 Shall the Buyer decide to proceed then it will be treated as a Job Order and appropriate form sent for authorisation and payment requested.

10.12.35 Shall the Buyer not respond to the Seller's offer (either by accepting it or refusing it) within 10 working days it shall be treated by the Seller that the offer has been refused by the Buyer.

10.12.36 Shall the offer be refused then we will request payment for one way carriage and cost of inspection as well as require the Buyer's written instruction of what to do with the item.

10.12.37 Where the Buyer rejects the offer to repair / replace the damaged Goods the Seller will apply a £35 per day storage charge commencing from the 3rd working day from the Buyers refusal of repair offer.

10.12.38 The Seller has a right to dispose of the Goods to recover any monies owed if not collected within 30 days commencing from the day the company emails the Buyer with request for payment and collection of the item.

10.12.39 In the case of a vehicle – if it isn't collected within 30 days commencing from the day the Seller emails the Buyer with request for payment and collection of the vehicle, then the Seller will treat the vehicle as abandoned. In such case the Buyer is passing ownership of the vehicle to the Seller and giving the Seller the right to apply for V5C registration document and to sell the vehicle to cover the storage cost and any other sums which the Buyer may owe to the Seller. In such case the Seller may (to its sole discretion) break the vehicle apart and sell it in parts to recover money owed or scrap the vehicle.

10.12.40 The re-manufacturing or reconditioning specifications, and applications of the supplied engines, shall not be compared to any other data specified or available from the original manufacturers. The Seller re-manufactures and reconditions to its own specifications.

10.13 **Remanufactured / Reconditioned Engines Warranty Validation**

10.13.1 The turbo charger must be checked for faults.

10.13.2 Diesel injection system, fuel pump, injectors must be checked for faults.

10.13.3 New glow plugs for diesel engines must be fitted, and new spark plugs for petrol engines must also be fitted.

10.13.4 New timing belt and all timing components must be installed (for engines with timing belt).

10.13.5 Timing set up must be checked for engines delivered timed (either with new timing belt, timing chain or gears).

10.13.6 The engine must be filled with new engine oil (vehicle manufacturer specification) and new oil, fuel and air filters must be installed.

10.13.7 New water pump and thermostat must be installed and cooling system checked for faults.

10.13.8 To validate your warranty the BUYER MUST EMAIL a valid invoice to sales@excelengineservice.com within 5 working days from date of engine delivery, showing that all above checks were done and new parts fitted as specified above, and the current vehicle mileage must be indicated on the invoice.

10.13.9 Delivered engine is sealed any attempt of dismantling will VOID the warranty.

10.13.10 Engine has overheating sticker (heat tab), any attempt to remove it will VOID the warranty.

10.13.11 The engine must be filled with new oil (vehicle manufacturer specification) and new oil filter must be fitted after 1,000 km. To validate your warranty the BUYER MUST EMAIL a valid invoice to sales@excelengineservice.com within 5 working days from date of the service, showing that the above oil and filter exchange was done, engine health checked done (including check for any leaks and check of oil pressure) and vehicle mileage must be indicated on the invoice.

10.13.12 The engine must be filled with new oil (vehicle manufacturer specification) and new oil filter according to the vehicle manufacturer's recommendations. To validate your warranty the BUYER MUST EMAIL a valid invoices sales@excelengineservice.com within 5 working days from date of service showing that the above oil and filter exchanges were done and car / van mileage must be indicated on the invoices.

11 Reconditioning of Buyer's Engine

11.1 Prior to bringing your engine to us, or before collection by carrier, the Buyer must remove all unnecessary items from the engine, as we will not accept responsibility for any items lost or damaged and we may charge you extra for removing it.

11.2 The engine must be bear, without any components, manifolds, sensors, injectors etc.

11.3 Reasonable care will be taken however the Seller shall not be held responsible for any damage or loss in accordance with disassembling any additional components if the engine is delivered with any.

11.4 The Seller may charge additional costs from the Buyer in case of disassembling the additional components.

11.5 Once the Buyer's original engine has been removed from vehicle / delivered to the Seller, it will be dismantled and assessed for serviceability. The main components of your original engine, namely the cylinder head, camshafts, cylinder block, cylinder liners, pistons, crankshaft, connecting rods, and sump, must be in a condition whereby they may be re - used by the company. If any of these components cannot be reused additional cost shall apply for replacement component. We will contact the Buyer and advise the appropriate additional cost before proceeding further. In addition, our technicians will also assess, where possible, the condition of the ancillary components that are to be transferred from the Buyer's original engine to the replacement engine (reconditioned engine).

11.6 In case of removing from the engine any timing belt kit components, water pump, thermostat, spark plugs or glow plugs by the Seller those will be disposed and not returned to the Buyer. Those must be fitted new by the Buyer before fitting the engine to the vehicle (for engines dispatched to the Buyer).

11.7 Should there be any items that we recommend for replacement, the Buyer will be contacted for authorisation before proceeding. It is therefore imperative that we are able to contact the Buyer at all times and will require the Buyers contact number along with the relevant e-mail addresses.

11.8 If ancillary components are found to be substandard or operationally inefficient these items may be replaced at additional cost or at the Buyer's discretion, the Buyer may supply their own components of which shall be inspected by the Seller (at a reasonable charge for serviceability to the best of our ability whilst taking into account some components supplied may only be able to inspect to certain degree) before installation. Where an occasion arises when a Buyer has supplied his own components a form shall have to be completed by the Buyer for parts delivered, the Buyer shall take responsibility to ensure the components are correct before deliver is undertaken by the Seller. The Seller shall offer no warranty for parts supplied by the Buyer and shall accept no liability where Buyer supplied substandard parts are installed and cause damage to the engine. The Seller will contact the Buyer before proceeding. Where these parts are either, not available from stock, or replacement is declined by the Buyer, then recommendations may be made for these parts to be replaced by the Buyer at the earliest opportunity. In some occasions the warranty may be void if the Buyer refuses to replace components which are faulty (for example injectors or turbo charger, radiator) and lack of replacement may cause damage to the engine. The Seller shall inform the Buyer about the consequences (and confirm it in writing by email) prior to installing the faulty components.

11.9 The Buyer reserves the right to either limit, or void the guarantee on the engine dependent upon the nature and severity of the fault.

11.10 The re-manufacturing, specifications, and applications of the supplied engines, should not be compared to any other data specified or available from the original manufacturers. The Seller re-manufactures (recondition) to its own specifications.

11.11 For the purpose of any Buyer's claim the time of reconditioning of the Buyer's engine / delivery is not an essence. All times / dates quoted are approximate and may vary.

12 Performance of Specified Services

12.1 The Seller will dismantle the unit (engine, turbo or any other part) from the vehicle and fit the replacement unit.

12.2 The Seller shall not be responsible for any loss or damage from any delay in performing the Specified Service. All times / dates quoted are approximate and may vary.

12.3 The Seller will charge the Buyer for any additional components which may be required namely timing belt, pulleys, tensioners, water pump, V- belt, spark plugs, injectors, filters, sensors and any other parts which may appear to be necessary for replacement and restarting of the engine etc.

12.4 The Seller may advise the Buyer about any other faults which may be discovered during engine (or any other part) re -fit and with the Buyer's acceptance the Seller may address the faults for an additional charge.

12.5 The Seller shall not be held responsible for any engine management lights / ECU failure and / or any other indicators or sensors failure. Usually the vehicle is delivered in such state that the engine does not start and it cannot be

checked, especially whatever engine sensors or electronic parts may appear to be faulty then they must be exchanged at the Buyers cost.

12.6 If usage of electronic diagnostic equipment will be necessary then Buyer will be contacted and additional costs explained, and the job will be carried out only if authorised by the Buyer.

12.7 The Seller may (to its sole discretion) refuse to carry on any of the jobs / Specified Services which may include involvement of equipment / skills where the Seller is not specialising (it includes especially any ECU / engine computer related faults). In such occasion the Seller can instruct any other company of the Buyer's choice to carry on all other repairs which may be required (especially computer testing and electric / electronic repairs).

12.8 The vehicle shall be treated as repaired within the Buyer's order even if the engine doesn't start.

12.9 The Seller shall not be held responsible for any goods left in the vehicle and for any damage or theft which may occur during transportation of the vehicle to the Seller or to the Buyer. The Buyer shall be responsible for keeping the vehicle insured during the period of its transportation, repair and road test.

12.10 Shall the job order placed by the Buyer be an assessment of any vehicle part (namely engine, turbo or any other component) then the price quoted by the Seller to the Buyer will cover gaining access to the part (which may include stripping some other components from the vehicle) and assessment of that part.

12.11 The price quoted shall not cover any re-fitting / re-building of the vehicle (does not cover affixing of any parts to the vehicle). The Buyer shall instruct the Seller in regards of accepting the price for repair quoted to the Seller after assessment. Shall the quote be rejected by the Buyer then the vehicle shall be collected "as it is" or additional charge paid by the Buyer to the Seller for any required re-fitting / building back of the components.

12.12 Any warranty claims shall be subject to the warranty sections.

12.13 All warranties shall be on a "back to base" basis, the Buyer shall be responsible for the delivery of the vehicle to the Seller for any warranty assessments or repairs.

12.14 In some circumstances where the fault is unknown the Seller will carry out a fault assessment which shall be charged to the Buyer at an hourly rate of £40.

12.15 Shall the job order be of such a nature then there will be no indication of fixed price on the job order but only an hourly rate, which the Buyer agrees to pay on demand.

13 Exchange Unit Surcharge

13.1 Where service exchange units are purchased, the Buyer will be invoiced with a sum referred to as a "Surcharge" which is in respect of the old unit that must be return to the Seller. If the old unit is returned within 28 days from the delivery date a refund will be issued by the Seller in respect of the "Surcharge" provided that the old unit is identical to the unit purchased and is in a serviceable / reconditionable condition - in a condition that enables it to be re-manufactured. Partial refunds may be issued corresponding to the condition of the returned unit.

13.2 It is the Buyer's responsibility to return the old unit at their expense.

14 Independent Specialists

14.1 Shall the Buyer in any circumstances decide not to accept the Seller's expertise in regards of a particular job or Specified Service the Seller has a right to appoint an independent engineer to assess and provide a technical report.

14.2 The Buyer shall be responsible for any expenses which may be necessary to cooperate with the independent engineer as well as any specialist fees. Any such inspection shall be carried out at the Seller's premises and accompanied by a Seller's member of staff.

14.3 If on receipt of a warranty claim the Seller, at its discretion, requires a report from an independent expert the Buyer is still liable to pay for the Goods pending inspection of the Goods and production of the independent expert's

report.

15 Refunds Policy

15.1 If you are exercising your right to change your mind in accordance with Clause 5:

15.1.1 we may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the Goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the Goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount;

15.1.2 the maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost or free but you choose to have the Goods delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option;

15.1.3 where the product is a Specified Service, we may deduct from any refund an amount for the supply of the Specified Service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

15.2 We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

15.2.1 if the products are Goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the Goods back from you or, if earlier, the day on which you provide us with evidence that you have sent the Goods back to us and provided proof of delivery. For information about how to return Goods to us, see clause 5.

15.3 In all other cases, your refund will be made within 14 days of your telling us you have changed your mind, subject to the following.

15.3.1 When you return Goods to us:

15.3.1.1 which are outside the terms of clause 5 and are returned in-store, via the Website or otherwise and are incorrectly supplied, provided the Goods are returned as new in their original packaging, these items shall be refunded, exchanged or replaced if they are returned within 14 days of date of purchase of the Goods and proof of purchase is supplied; and

15.3.1.2 for any other reason (outside the terms of clause 5), we will examine the returned Goods and will either notify you in-store (if the Goods were bought from one of our branches and returned to our branch only), in writing or via e-mail within a reasonable time of the refund (if any at all) to which you are entitled. We will usually process the refund due to you as soon as possible thereafter. For any entitlement of a refund to be due to you, the returned Goods must be in the same condition in which you received them with the original packaging and the product documentation. The Goods must not have been used (such as any smell of without limitation fuel, toxins or rubber shall invalidate any refund due to you) and, where applicable, must not have been removed from the sealed clear packaging. This includes electrical items, which are supplied in sealed clear packaging. Goods returned to us because they fail to comply with the Warranty will be refunded in accordance with the provisions of the Warranty Conditions.

15.4 We will pay the costs of return:

a) if the Goods are faulty or mis-described;

b) if you are ending the Contract because we have told you of an upcoming change to the Goods or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong; or

c) on occasions, in accordance with Clause 5.

15.5 "Special Order" means any Goods that are not held in stock by us (a non-stock item) and are therefore ordered and/or manufactured specifically as per your request. Payment in full is required for such Special Orders at the time the Special Order is placed with us. Special Orders that are manufactured specifically as per your request are non-refundable except at our sole discretion or if the Contract is cancelled as per the terms of clause 5. In such instance only the Seller reserves the right to apply a restocking fee of 25% of the price of the Special Order, which shall be deducted from any refund due to you.

15.6 We will normally refund any money received from you using the same method originally used by you to pay for your purchase.

16 Failure of Vehicle or Machinery

16.1 Where a vehicle or machine fails to function in any way and it is asserted by the Buyer that the reason is the failure of Goods or Buyer's Materials purchased from the Seller the procedure shall be as follows:

a) the Buyer shall agree with the Seller a time and place when the Seller may inspect the vehicle or machinery with the Goods or Buyer's materials fitted to it and not at any time removed or adjusted by the Buyer;

b) the Seller shall inspect the vehicle or machinery and the Goods or Buyer's materials as agreed;

c) the Seller may in its absolute discretion repair or replace any Goods or Buyer's Materials which are found to be faulty by the Seller upon inspection the "Failed Goods".

16.2 The Seller shall not be liable for any direct, indirect, special or consequential loss arising from the failure of any Failed Goods and liability for vehicle hire charge, towing costs and labour costs is specifically excluded.

17 Fitting of Goods

17.1 It shall be the responsibility of the Buyer to ensure that the Goods or Buyer's Materials are fitted correctly, notwithstanding any information supplied with or attached to the Goods or Buyer's Materials by the Seller or the Seller's supplier. Direct, indirect, special and consequential losses are specifically excluded where the Buyer has failed to ensure that the Goods or Buyer's Materials are fitted correctly.

18 Suitability of Goods

18.1 It shall be the responsibility of the Buyer to ensure that the Goods or Buyer's Materials are suitable for the particular application and for use under the particular conditions for which they are purchased. Product information and publicity material supplied by the Seller or the Seller's supplier which indicates the suitability of Goods or Buyer's Materials for particular applications is intended for general guidance only. Suitability may be dependent upon operating and other conditions over which the Seller has no control. Direct, indirect, special and consequential losses are specifically excluded where the Buyer has failed to ensure that the Goods or Buyer's Materials are suitable.

19 Machining Processing or Embodiment of Buyer's Materials

19.1 Goods or materials sent by the Buyer to the Seller (the "Buyer's Materials") for whatever purpose shall be delivered to and collected from the Buyer's premised free of all charges and expenses to the Seller. The Seller's prices for machining, embodiment or processing do not include either packing, handling charges or the cost of freight in either direction. If the Seller is required to meet any such expenses the Buyer agrees to indemnify the Seller in respect of the full cost thereof. The Buyer also agrees to pay the full cost of packing or packing cases.

19.2 Should any Buyer's Materials sent for machinery be spoiled or damaged, or should the work carried out not conform to the specification requested by the Buyer, in any manner and/or by whatever cause, the Seller does not accept liability for the value of such Buyer's Materials, or the cost of any prior operations performed thereon or for any

direct, indirect, special, consequential or other loss of any nature whatsoever. In such event the Seller's sole liability shall be to re-execute, free of charge, the work which it has agreed to perform under this contract upon replacement Buyer's Materials supplied by the Buyer at his own cost.

19.3 Sub-paragraph 19.2 above applies also to finished parts sent to the Seller for fitting or other purposes.

19.4 The Buyer's Materials shall be reasonably soft, homogeneous and suitable for rapid machinery and should any Buyer's Materials be spoiled owing to hard places or defective material, the Buyer shall pay the Seller for the work done and shall be liable to the Seller for the cost of any consequential damage to cutters or other tools caused thereby. In such case the Seller shall not be liable for replacements.

19.5 The Seller does not undertake to check or rectify the Buyer's Materials, neither does the Seller accept liability for loss or damage after despatch.

19.6 In the event of the Buyer not being the owner of the Buyer's Materials sent for machinery, processing, embodiment, fitting or other purposes as aforesaid, the Buyer warrants with the Seller:

19.6.1 that the Buyer has informed the owner thereof of this contract and the terms thereof and in particular that the Seller accepts no liability for loss or damage to such Buyer's Materials as aforesaid. The Buyer shall keep the Seller fully indemnified against damages and costs incurred by the Seller with regard to any proceedings brought against the Seller by such owner.

20 Abandonment of Buyer's Materials

20.1 The Seller will apply a £35 per day storage charge to any Buyer's Materials that remain uncollected. This charge will commence 7 days from the day the Seller emails the Buyer notifying them of the requirement to collect the Buyer's Materials. Where the Buyer's Materials are a vehicle, the Buyer's Materials will be considered to be abandoned upon the expiry of the 30 days from the notification to collect. In such case the Buyer is passing ownership of the vehicle to the Seller and giving the Seller the right to apply for V5C registration document and to sell the vehicle and cover the storage cost and any other sums which the Buyer may owe to the Seller. In such case the Seller may (to its sole discretion) break the vehicle apart and sell it in parts to recover money owed or scrap the vehicle.

21 Sample Goods

21.1 In those circumstances where the Seller has exhibited a sample to the Buyer, it is not intended to provide the Buyer with contractual specification of the Goods or to constitute a sale or offer of sale by sample and the Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order.

22 Insolvency of Buyer

22.1 If the Buyer makes any voluntary arrangement with his creditors and or becomes subject to an administration order or goes into liquidation or an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or the Buyer ceases, or threatens to cease to carry on business and without prejudice to any of the rights or remedy available to the Seller, the Seller shall be entitled to cancel a contract or suspend any further deliveries without any liability to the Buyer. If the Goods have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement to the contrary (and the Seller will be entitled to set off against such sums owed by the Buyer any amount that may be owing to the Buyer by the Seller).

23 Set Off

23.1 The Seller shall be entitled to set off against liquidated or unliquidated sums owed by the Buyer to the Seller any amount that may be owing to the Buyer by the Seller in any event.

24 Goods Supplied / Ordered

24.1 Goods supplied to the Buyer may not be returned for a credit. Goods specially ordered for the Buyer must at the discretion of the Seller either be purchased by the Buyer at full price, or if applicable, the appropriate handling charge must be paid by the Buyer.

25 Data Protection Act 1998 & Credit References

25.1 The Seller may make a search, at any time, with a credit reference agency, which will keep a record of that search and will share that information with other businesses. The Seller may also make enquiries about the principal partners/directors with a credit reference agency. The Seller will also monitor and record information relating to your trade credit performance and such records will be made available to other organisations to assess applications for credit and fraud prevention.

26 Data Handling – Privacy Policy

26.1 Excel Engine Services Limited are committed to protecting and respecting the privacy of its Customers.
Please refer to our Privacy Policy, Security Policy and Cookie Policy for the full details of how we hold and handle data relating to our customers. These Policies can be found on our website – www.excelengineservices.com or copies can be supplied upon request.