

Turbocharger serial no:

Invoice no:

1. Definitions

In these terms and conditions the following definitions shall apply:

- the customer means the person who buys or agrees to buy the product from Reman-Tec Ltd or its agent;
- Reman-Tec means Reman-Tec limited;
- unit means a complete turbocharger assembly ready to be fitted to an engine;
- old unit means a used unit removed from an engine;
- person means a person whether natural or legal;
- product means a unit or any other product manufactured by Reman-Tec for use in cars and light vans as listed in Reman-Tec Exchange Turbo Catalogue which is current at the time of the relevant sale or any other goods supplied to the customer by Reman-Tec.

The masculine includes the feminine.

2. Payment:

- 2.1 Payment becomes due immediately upon the date of invoice. No credit shall be given.
- 2.2 The price is exclusive of VAT which shall be due at the rate ruling at the date of sale.

3. Exchange product:

- 3.1 Reman-Tec will not accept old units for exchange unless they meet the following specifications:
- the old unit must be complete and not dismantled in any way (unless otherwise agreed by Reman-Tec);
 - the old unit must not have suffered deliberate or negligent damage (unless agreed by us).

4. Surcharge

- 4.1 Where it is agreed at the time of sale that an old unit will form part of the consideration provided by the customer and the old unit is not provided by the customer to Reman-Tec at the time of sale a surcharge shall be payable by the customer. The amount of such surcharge will be provided at the point of sale. Such surcharge shall be refunded by Reman-Tec to the customer provided that the old unit which is agreed will form part of the consideration is provided by the customer to Reman-Tec within 2 weeks of sale and provided that such old unit meets the specifications in clause 3 of these terms and conditions at the time it is so provided.

5. Guarantee

- 5.1 In the event of the product proving defective during the period of guarantee owing to faulty material or workmanship, subject to these terms and conditions and subject to the terms set out in Reman-Tec warranty card, Reman-Tec shall at its option either supply a replacement product or repair such defective product free of charge ("guarantee").
- 5.2 The period of guarantee is 12 months from the date of delivery of the product.
- 5.3 The guarantee is between Reman-Tec and the customer extending to the first end-user of the initial sale ("first end user"). In the event that the first end-user sells the vehicle or engine to which the product is fitted, the benefit of the unexpired part this guarantee does not automatically pass to the new owner. In order to transfer the benefit of the unexpired part of this guarantee to the owner the first end-user must apply in writing to Reman-Tec providing the name and address of the new owner and Reman-Tec may then at its discretion extend the benefit of the unexpired part of this guarantee to that new owner.
- 5.4 Reman-Tec shall not be liable under the standard guarantee if the vehicle to which the product is fitted is not properly serviced in accordance with the vehicle manufacturer's recommendations.
- 5.5 Reman-Tec shall not be liable under the standard guarantee if the product supplied by them and/or the engine of the vehicle to which it is fitted is/are modified to increase power output.
- 5.6 Products supplied but not manufactured by Reman-Tec are not subject to any guarantee from Reman-Tec but Reman-Tec will pass on to the customer (in so far as

possible) the benefit of any guarantee given to Reman-Tec by such third parties and will (on request) supply to the customer details of the terms and conditions of such guarantees issued by such third parties.

- 5.7 The guarantee shall not apply and no guarantee is given in relation to any product fitted to a vehicle which is used for any form of racing.
6. Limitation of Liability:
- 6.1 Save as expressly provided herein all representations, conditions, warranties and terms whether express or implied by common law, statute or otherwise, as to quality, condition or fitness for any purpose of the products supplied by Reman-Tec are excluded.
- 6.2 The receipt of information from the customer and the delivery by Reman-Tec of the products specified in any order does not in any way imply a term that the goods will be suitable for the purposes disclosed.
- 6.3 In no event shall Reman-Tec be liable for any direct or indirect or consequential or other loss or damage of any kind, whether arising out of the contract of sale or the manufacture or fitting or use of goods supplied by them, or howsoever caused, nor for any diminution in the value of other property or components howsoever arising consequent upon or resulting from the use of the products
- 6.4 Without prejudice to any of the foregoing, the liability of Reman-Tec whether arising in contract or in negligence or otherwise shall not in any event include damages for the cost of labour in removing and refitting any product.
- 6.5 Without prejudice to any of the foregoing, the liability of Reman-Tec whether arising in contract or in negligence or otherwise shall not in any event include damages for loss of use or travel expenses
- 6.6 Without prejudice to any of the foregoing, the liability of Reman-Tec whether arising in contract or in negligence or otherwise shall not in any event include damages for loss of profit.
- 6.7 Without prejudice to any of the foregoing, the liability of Reman-Tec on any claim for loss or liability arising out of or connected with any order, or manufacture, sale, delivery, resale or use of any goods covered by any such order (including loss or liability arising from breach of contract and/or negligence) shall in no case exceed the unit price of such goods or parts thereof involved in the claim.
- 6.8 Without prejudice to any of the foregoing, Reman-Tec shall not be liable for personal injury or for damage caused to an engine or vehicle by a failed turbocharger where such turbocharger has been used for any form of racing.
- 6.9 None of the above exclusions or restrictions of Reman-Tec liability shall apply to any claim for death or personal injury resulting from their negligence.
- 7.0 General:
- 7.1 The contract to which these terms and conditions apply is subject to the law of England and Wales.
- 7.2 Acceptance of delivery of the product shall be deemed conclusive evidence of the customer's acceptance of these conditions.
- 7.3 The customer shall be deemed to have accepted the product twenty four hours after delivery to him
- 7.4 Any variation to these terms and conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by Reman-Tec Limited.
- 7.5 These terms and conditions shall apply to all contracts for the sale of products between Reman-Tec and the customer notwithstanding and to the exclusion of any terms and conditions which the customer may purport to incorporate under any purchase order, letter of order, confirmation or order or similar document.
- 7.6 If any provision of these terms and conditions is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of these provisions shall continue in full force and effect as if the illegal or unenforceable provision had been eliminated from these terms and conditions.