

## Terms & Conditions

1. "The Company" means St. Ives Engine Services Limited.
2. "The Customer" means the other party receiving the supply of goods or services from the Company.
3. "Goods" means the items including any installments of the items or any parts for them (if applicable) or services supplied by the Company to the Customer.
4. "Vehicle/Vehicles" means any motor vehicle or item thereof, brought to the Company for repair, servicing or reconditioning.
5. "Agreement" means an undertaking to sell and purchase governed by these Terms and Conditions of Sale.
6. All prices quoted by the Company shall be valid for 21 days from the date of the estimate.
7. If no price is quoted the Company shall be entitled to charge a reasonable and proper price for the work done (including any stripping down to determine the practicability or otherwise of any work and reassembly) and for the materials and spare parts supplied.
8. The Company reserves the right to carry out or complete only such work as in the opinion of the Company may be practicable.
9. The Company shall not be liable for delay howsoever occasioned notwithstanding that a definite date for completion may be specified.
10. Any work done or goods supplied in relation to a vehicle or part thereof by the order of any person in the Customer's employ, or by any person who is reasonably believed to be acting as the Customer's agent must be paid for by the Customer.
11. Payment for all repairs and spare parts supplied is due on completion of the work except to approved account customers. Terms for approved account customers shall be nett 15 days. 2.5% per month will be charged on overdue balances.
12. A repair is completed when written or verbal notice has been given that the vehicle is ready for collection. Vehicles not collected within 30 days of invoice date, whether invoice is paid or not, may be subject to storage charges at £10 plus VAT per 24 hours.
13. The Company maintains a general lien on a vehicle for all monies owing to the Company by the Customer and shall be entitled to charge garage rent at £10 plus VAT per 24 hour period during the period in which the vehicle is retained by virtue of the lien.
14. If the Customer's indebtedness to the Company is not satisfied within 90 days from the date of the invoice the Company may, without notice, sell the vehicle and/or the contents thereof by public auction or private treaty. The net proceeds of sale shall be applied towards the sum due from the Customer and any balance held in trust for the Customer.
15. The Company is not responsible for loss of or damage to vehicles or other property however occasioned.
16. The Customer will be deemed to have given permission for any driver authorised by the Company to test drive, collect or deliver the vehicle.
17. All parts are supplied subject to the respective manufacturers' warranties, a copy of which may be seen on request.
18. The Company warrants that all parts fitted to the vehicle (other than those fitted under the term of the new vehicle warranty or policy) will be free from defects for 6,000 miles/100 work hours/6 months, any item not of The Company warrants its work free from defects for a period of 3000 miles/ 50 work hours/ 3 months, whichever occurs sooner from the date of completion of the work. The warranties do not affect the Customer's statutory rights.
19. All parts removed by the Company in the course of a repair will be disposed of immediately unless advised to the contrary at the time work is authorised.
20. Parts that have been fitted to vehicles cannot be returned subsequently for credit.
21. Goods cannot be accepted for credit unless returned in unused condition within 5 days of purchase quoting the supplying invoice number.
22. Non stock items and special orders may only be returned for credit if they fail to meet acceptable standards of merchantable quality.
23. Parts returned against orders correctly executed are liable for a 15% handling charge.
24. Service Exchange Units must be suitable for reconditioning and returned within 2 weeks from invoice date. Major units must be clean or will be subject to a cleaning charge.
25. Any defects, shortages, damaged or incorrectly supplied items must be notified within 5 days of the date of the invoice.

## Warranty

1. St. Ives Engine Services Ltd. (the company) hereby warrant the reconditioned engine (not including ancillary parts attached to the engine) were free from defects in workmanship and materials at the time of delivery. This is in addition to your statutory rights. The goods are also warranted to be of merchantable quality at the time of sale.
2. The warranty does *Not* extend to putting right any damage caused by misuse of ancillary equipment not renewed or repaired by the company, such as Ignition equipment, Injectors, Turbo, Water pump, Cooling system etc. (*Ancillaries*)
3. In addition if any defect arises within 12,000 miles/200 work hours/12 months of the date of invoice, the company will put the defect right at their own expense, providing that the liability shall only extend to defects of workmanship or materials and *Not* to defects caused by any misuse including tuned, high performance or racing application, or by defective ancillary equipment.
4. Expendable or consumable items such as glow plugs are *Not* covered by this warranty.
5. This warranty does *Not* cover any defect which may occur as a result of failure to run the engine in correctly.
6. Reconditioned engines require an oil change and service at 620 miles/10 work hours, depending on the manufacturer specified schedule. Certain engines may also require the head bolts to be retorqued at a specified interval. It is recommended that the receipt for the service work is attached to the Guarantee to protect you against any suggestion of failure to have this work done, which could cause a defect. It is agreed by both parties hereto that failure to have the engine service by a competent engineer, or failure to run it in properly, is deemed as misuse.
7. It is agreed by both parties that if the engine is run after a defect becomes apparent, this is deemed misuse of the engine and any further damage caused as a consequence is excluded from the company's liability.
8. The customer hereby contracts with the company the opportunity to put right any defect and unless the customer does so at their own expense, will not have the work carried out by anybody else, without the consent of the company. This term shall not apply if the company should unreasonably refuse to carry out the work.
9. The customer shall at their own expense return the vehicle/engine to the company premises.
10. It is the customers responsibility to ensure that the ancillary parts are checked for serviceability, Ignition equipment, Injectors, Turbo, Water pump, Cooling system including radiator etc. Failure to have ancillaries checked for serviceability will void this warranty.
11. Due to the nature of high performance and racing applications, any items used for this purpose are excluded from the warranty.
12. This Warranty is non-transferrable.

Any defects, shortages, damaged or incorrectly supplied items must be notified within 5 days of the date of the invoice.

Acceptance of the completed work / goods supplied is an acceptance of the above terms and conditions in full.