

## Onyx Performance

OUR SERVICES & PRODUCTS ARE DESIGNED FOR OFF-ROAD USE ONLY. ANY PERSON OR COMPANY WHO INTENDS TO USE OUR SERVICES/PRODUCTS FOR ANY OTHER PURPOSE IS ACTING ON THEIR OWN ACCORD.

### Terms and Conditions

- 1.1 Payment for all services will be agreed up front between Onyx Performance and the customer. Payment must be received from the customer following completion of the work and on (or before) collection of the vehicle. If a deposit or payment in advance is required for more complex services or parts, a price will be agreed and payment taken before any work commences.
- 1.2 By using our services or paying the online deposit you agree to have read and accepted these **terms and conditions in full**.
- 1.3 Customers pay for the work done by our engineers, not for the result of that work. We will put everything in place to provide a good product and provide full support. All labour we perform must be paid and for that reason, we will not refund, in part or in full.
- 1.4 Customers **must** inform Onyx Performance if their ECU (Engine Control Unit) has already been remapped, altered, removed or replaced elsewhere. This information must be supplied before work commences and ideally before a booking is confirmed. Onyx Performance will not be liable for any issues with a vehicle or ECU where this information has not been supplied in advance. Any applicable warranties will also be invalidated.
- 1.5 Customers **must** inform Onyx Performance if a tuning box has been fitted to their vehicle. This information must be supplied before work commences and ideally before a booking is confirmed. Onyx Performance reserves the right to refuse to continue further work if an add-on tuning box is found and the customer will be charged for any work already completed. Onyx Performance will not be liable for any issues with a vehicle or ECU where this information has not been supplied in advance. Any applicable warranties will also be invalidated.
- 1.6 Customers **must** inform Onyx Performance if an after-market alarm or immobiliser has been fitted to their vehicle. This information must be supplied **before** work commences and ideally before a booking is confirmed. Onyx Performance reserves the right to refuse to continue further work if an after-market alarm / immobiliser is found once work has commenced. In such cases the customer will be charged for any work already completed. After-market alarms / immobilisers can interfere with the ECU and cause problems with the vehicle. Onyx Performance will not be liable for any issues with a vehicle or ECU caused by an after-market alarm. Any applicable warranties will also be invalidated if Onyx Performance has not been informed in advance that an after-market alarm has been fitted to the vehicle.
- 1.7 Customers **must** inform Onyx Performance of any known mechanical issues with their vehicle and any repairs or modifications completed. This information must be supplied before work commences and ideally before a booking is confirmed. Onyx Performance will not be liable for any issues with a vehicle or ECU where there is an existing mechanical problem with the vehicle, or where information about vehicle repairs and modifications has not been supplied in advance.
- 1.8 The customer is responsible for arranging and meeting the cost of vehicle recovery (if necessary) where information about after-market alarms / fittings, add-on tuning boxes, existing mechanical or ECU faults, modifications, or previous tuning by third parties has not been supplied to Onyx Performance by the customer before work commences.
- 1.9 Following the initial provision of services, Onyx Performance may undertake further work at the request of a customer if faults are suspected or discovered. Work to investigate, identify, or resolve suspected or actual vehicle faults will be chargeable at the standard hourly rate of £80+VAT. A vehicle must be mechanically sound and in a good working condition before remapping it. Once a new map is put on a vehicle, more may be asked of the vehicle when driving it. **Any existing mechanical (or other) issues may be exacerbated.** Onyx Performance

is not responsible for any existing or underlying faults with a vehicle; such as turbo failures, engine failures, therefore, additional work to assist a customer will be chargeable at the standard hourly rate.

- 1.10 Refunds will not be issued for remaps or other tuning work where vehicle performance or running capability is compromised by existing or underlying mechanical or ECU faults, or the presence of after-market alarms / other after-market fittings.
- 1.11 Refunds will not be issued for remaps or other tuning work **where a vehicle has not achieved the performance improvement outcomes** quoted because their pre-remap performance outputs are below the manufacturer (or stock) standard.
- 1.12 Refunds will not be issued for remaps or other tuning work where a vehicle has not achieved the performance improvement outcomes quoted due to existing or underlying mechanical or ECU faults.
- 1.13 After remapping a vehicle it is important that good quality fuels are used as standard fuel may not provide maximum power gains. Refunds will not be issued for remaps or other tuning work where a vehicle has not achieved the performance improvement outcomes quoted because of the use of poorer quality fuels. Onyx Performance reserves the right to take a sample from the fuel tank of a customer's vehicle in the process of investigating any suspected performance issues reported by the customer.
- 1.14 When carrying out mechanical work on a vehicle we may need to remove/adjust suspension/subframe components and this can put the vehicles wheel alignment out of place. Onyx Performance is not responsible for any wheel alignment issues/claims.
- 1.15 An estimate of how long the work requested will take can be provided when booking Onyx Performance services. However, there may be occasions where more time is needed to complete the work fully and in line with Onyx Performance's high standards. Onyx Performance will keep the customer informed of any significant delays.
- 1.16 It is down to you the customer or owner of the vehicle to assess and make the decision that the vehicle can handle increased power as only you would know how the vehicle has been driven, maintained and serviced. In the extremely unlikely event of any mechanical or electrical failures after a remap is carried out we will not be linked to and is not the responsibility of Onyx Performance LTD.
- 1.17 Remapping can sometimes emphasise an issue that is already present in a vehicle's engine. For example, whilst a vehicle may not have any known problems showing on a diagnostic check or the dashboard, it may, say, have a turbo approaching the end of its life. This will not be evident to us whatsoever. **There will be no refunds for any such problems after a remap.**
- 1.18 In the rare event of unanticipated complications, customers may not be able to drive their car away on the same day. Refunds will not be given on this basis. Complications are usually a result of a faulty ECU or existing mechanical problems with the vehicle.
- 1.19 In the event that a customer chooses to drive away or otherwise remove their vehicle from an Onyx Performance workshop before the work is completed, Onyx Performance will not be liable for any resulting issues with the ECU, the vehicle itself or any individual components. Any applicable warranties will also be invalidated.
- 1.20 Onyx Performance will **NOT** cover the cost of repairing (or if necessary replacing) an ECU in the rare event that an ECU is damaged as a result of work undertaken by Onyx Performance. The customer is liable for any recovery/repair costs from our workshop. Payment for the original work requested and completed will still be due from the customer at the agreed price.
- 1.21 Should a customer discover a suspected fault with the work completed by Onyx Performance, the customer should contact Onyx Performance at their earliest convenience and within 48 hours of vehicle collection. Onyx Performance will discuss the issue with the customer and arrange an appointment to investigate the fault if necessary (there may be additional costs).

- 1.22 Onyx Performance is not responsible for correcting suspected faults where the customer or a third party has worked on or interfered with the vehicle or the vehicle's ECU since collecting the vehicle from Onyx Performance. Any applicable warranties will also be invalidated.
- 1.23 Software faults and issues with the map / directly caused by the map are very rare. Where they do occur and are genuinely caused by a remap, a customer will notice immediately when driving the vehicle. In these instances, the customer should contact Onyx Performance and return to the Onyx Performance workshop within 5 days of the date the remap or service was completed. **Refunds will not be issued after 5 days of the original remap or service.**
- 1.24 DPF (Diesel Particulate Filter) removal and delete services are completed at the independent request of the customer. The customer is fully responsible for their decision to have the DPF removed and deleted on their vehicle(s) and the customer understands this service is sold for off road use only.
- 1.25 **Our Remap / Tuning / Exhaust Modifications/ DPF / PPF / OPF / CAT / Adblue / EGR Removal / Mileage blocker service is sold for off-road use only.** Removal of a **DPF / PPF / OPF / CAT / Adblue / EGR** will almost invariably make your vehicle **illegal** for use on a public road. This is not legal advice and if you are unsure if this applies to your vehicle, please seek further advice.
- 1.26 OUR SERVICES & PRODUCTS ARE DESIGNED FOR OFF-ROAD USE ONLY. ANY PERSON OR COMPANY WHO INTENDS TO USE OUR SERVICES/PRODUCTS FOR ANY OTHER PURPOSE IS ACTING ON THEIR OWN ACCORD.
- 1.27 Mileage Freezers are sold for Track/Off-Road use only.
- 1.28 No warranty is implied for Mileage Blockers Supplied and fitted by us. It is normal to have random warning lights pop up at random times. This is tampering software and no guarantee is given whatsoever.
- 1.29 Quotes provided may be based on the ability to read and write to an ECU through an ODB (On-Board Diagnostic) port. Reading and writing through the port may not be possible if there is an unanticipated problem with the port itself. In these cases, the ECU will have to be removed from the vehicle and the work performed on a bench. This will incur an increased cost and take longer to complete. An Onyx Performance representative will inform the customer of the situation and the revised price before going ahead with any further work.
- 1.30 Some vehicles have security bolts on the ECU casing / housing. The heads of such bolts will be cut to enable the removal of an ECU. The original bolts will be replaced once the work has been completed and the cuts to the head of the bolts will remain. This is standard practice for tuning services where an ECU is removed for the completion of the services requested.
- 1.31 Where a customer chooses to use vehicle parts that they have sourced independently for modifications or repairs:
- Onyx Performance will not liable for any faults with the parts
  - The customer is responsible for ensuring that the parts and materials supplied for use are good quality and that all necessary components are present
  - The customer will be charged for any additional labour time resulting from the supply of incorrect, ill fitting, poor quality or missing parts
  - The customer will be charged for any additional labour time resulting from the need to return parts to stock following issues with the parts supplied.
  - Onyx Performance may refuse to commence or continue with planned work if the parts supplied are incomplete, missing key components or found to be such poor quality that they do not fit or work correctly. In such cases an Onyx Performance representative will discuss the options available with the customer. The customer will still be charged for the cost of labour where work has already commenced.

- 1.32 An ECU can be returned to stock following a remap by Onyx Performance at the request of the customer. There will be a minimum charge of £120 + VAT for this service and it will be treated as a normal booking. The full price of the original remap may be charged where there is a significant work involved.
- 1.33 Onyx Performance is not responsible for reinstalling a map where a customer's ECU has been **reset / updated** by a vehicle dealership or any other third party. The map can be reinstalled at the request of a customer; however, there will be a minimum charge of £120 + VAT. The full price of the original remap may be charged where there is a significant work involved.
- 1.34 Persons parking a vehicle outside of the Onyx Performance workshop do so at their own risk. Onyx Performance is not liable for any damage, vandalism or theft relating to vehicles parked outside in the carpark or bays. This also applies to any surrounding roads. Any vehicle keys left in a safe place are left at the risk of the owner and Onyx Performance will not be liable for any missing keys.
- 1.35 Onyx Performance takes reasonable steps to ensure that the premises and customer vehicles inside the premises are secure. **In the unfortunate event that a vehicle is stolen from Onyx Performance premises or damaged in a fire, the customer will be responsible for making a claim through their own vehicle insurance and ONYX Performance will not be held responsible/liable.**
- 1.36 Customers and members of the public are not permitted to enter any of the restricted areas on the premises. **Any unauthorised persons found in restricted areas will be asked to leave the premises.** The relevant authorities will be notified in cases where damage to or theft of equipment occurs and further action may be taken to retrieve any losses concerned.
- 1.37 Onyx Performance will not be liable for any incidents or injuries where unauthorised persons have entered restricted areas, or where persons have failed to comply with safety warnings or instructions in any area of the premises, or as set out in the Onyx Performance documents supplied.
- 1.38 Visitors and customers are asked to treat all Onyx Performance representatives and other visitors and customers with respect. Visitors and customers may be asked to leave the premises in the event of inappropriate behaviour.
- 1.39 When providing our **window tinting service** in the unlikely event Onyx Performance are not liable to any damage such as scratches / cracks to any of the glasses including Windscreen Chameleon Tint. When applying Chameleon windscreen tint we apply heat to the film on the windscreen and if there is any stone chips or weak points this can cause the glass to crack, this is out of our control and we will not be held liable.

## Dyno Use

- 1.40 Payment for a dyno run must be received in full from the customer before the dyno run takes place.
- 1.41 **Refunds will not be issued for dyno runs where:**
- A dyno run is incomplete because of mechanical faults or any other issues with a vehicle
  - A customer has decided to stop the dyno run part way through
  - A customer is asked to leave the Onyx Performance premises during a dyno run because they have failed to follow the instructions of an Onyx Performance representative
  - A customer is asked to leave the Onyx Performance premises during a dyno run because they have damaged Onyx Performance equipment or premises
  - A customer is asked to leave the Onyx Performance premises during a dyno run due to aggressive, threatening, or dangerous behavior

- 1.42 Dyno results graphs / information will **not** be provided to customers in a paper format. Graphs / information will be provided in an electronic format and emailed to the customer where an email address is provided.
- 1.43 Customers **must** inform Onyx Performance of any existing or suspected mechanical, ECU (Engine Control Unit), or other issues relating to their vehicle before their dyno run takes place.
- 1.44 The customer is responsible for ensuring that their vehicle is in good working order before using the dyno. Onyx Performance is not liable for any issues or failures with a vehicle during a dyno run.
- 1.45 Onyx Performance reserves the right to refuse to start or complete a dyno run for any vehicle where a mechanical or other fault is detected or suspected.
- 1.46 When strapping down a vehicle to our dyno anchor points this may put the vehicles wheel alignment out of place. Onyx Performance is not responsible for any wheel alignment issues/claims.
- 1.47 Whilst Onyx Performance takes reasonable care while strapping your vehicle to our dyno, in the unlikely event of any sensors, suspension, tyres, plastic covers, diffusers, bumpers, exhausts being damaged Onyx Performance will not be held responsible whatsoever.
- 1.48 Customers will be charged for any spillages from their vehicle on or around the dyno. The minimum charge will be £25 + VAT to cover clean-up costs. The charge may be greater if damage is caused to equipment as a result of a spillage. Spillages should not occur if the vehicle is in good working order. The customer is responsible for checking for leaks and notifying Onyx Performance of any existing mechanical faults or issues with their vehicle that could cause a spillage before the vehicle is driven on our dyno.
- 1.49 Customers must inform Onyx Performance if an add-on tuning box has been fitted to their vehicle before a dyno run takes place. Onyx Performance reserves the right to refuse to continue with a dyno run if an add-on tuning box is found.
- 1.50 All vehicles driven onto an Onyx Performance dyno must have road legal tyres with a tread depth that meets the minimum legal requirement. Tyres must be in good condition, be fit for purpose and be free from any defects. It is the responsibility of the customer to check that their tyres meet the legal requirements for driving on the road. Onyx Performance reserves the right to refuse to complete a dyno run if a vehicle's tyres do not meet these standards. Note that tyres that have a low tread depth, or are in poor condition, are likely to burst on a dyno and could damage the dyno equipment. Any damage caused to the dyno or related equipment will be chargeable to the customer in full.**
- 1.51 During a dyno run, the traction control (if fitted) will need to be turned off. This may require the disconnection of the traction control / ABS module by removing the fuse, relay, or the wiring loom plug itself. Customers will be advised by an Onyx Performance representative before this takes place. This process and the dyno run may lead to dashboard warning lights remaining on after the dyno run has been completed. **These will usually disappear after a few minutes of normal driving.** If the warning lights do not disappear, we can attempt to manually clear them although this may need to be carried out from a main dealer at the cost of the customer. Onyx Performance will not be held liable for any dashboard warning lights.
- 1.52 The customer is responsible for arranging and meeting the cost of recovery if their vehicle breaks down on the dyno and cannot be driven away from the premises. Vehicles must be removed from Onyx Performance premises and the parking bays outside as soon as possible on the same day. Vehicles must not block access to and from the premises or the surrounding roads.
- 1.53 The Customer is responsible for any damage caused to the dyno by their vehicle. The cost of repair will be chargeable to the customer in full. Damage should not occur if the vehicle is in good working order.**
- 1.54 Customers and observers of a dyno run must follow the instructions of Onyx Performance representatives. Customers and observers should refrain from touching Onyx Performance equipment unless given permission from an Onyx Performance representative. Any damage to equipment caused by customers or other members of the public will be chargeable to the persons concerned.

- 1.55 Onyx Performance will not be liable for any incidents or injuries where unauthorised persons have entered restricted areas during a dyno run, or where persons have failed to comply with safety warnings or instructions applicable an Onyx Performance dyno.
- 1.56 All other Onyx Performance *Terms and Conditions* also apply to the use of the dyno where relevant.
- 1.57 Tyre changes carried out at onyx performance will be done in a professional manner to the highest standards, in the unlikely event any alloys are damaged such as paint chips or scuffs we will not be held liable and will not cover any repair costs. **By using our tyre change/replacement service you understand that it is down to you to double check your wheel bolts are safely tightened within 50 miles.**

#### Points for Consideration

- 2.1 **We advise against booking your vehicle in for any of our services immediately before a trip or holiday where you plan to use your vehicle.** In the rare event of unexpected complications, you may not be able to drive your car away the same day.
- 2.2 In many cases we can read and write to an ECU through an **ODB (On-Board Diagnostic) port**. This process usually takes approximately 1 hour and 30 minutes to 4 hours. However, **if there is a problem with the port and the ECU has to be removed and the work performed on the bench, the process will take longer and cost more due to the increased labour time involved.** If this situation occurs an Onyx Performance representative will contact you to discuss the situation before proceeding. Please note that some vehicles cannot be mapped via an ODB Port at all.
- 2.3 **We try our best to deliver our services within the estimated timeframe.** However, every vehicle has a different history and **sometimes unanticipated challenges arise.** In these cases, the **work may take longer than first thought.** Please consider this when making your booking and any other arrangements regarding transport and the use of your vehicle.
- 2.4 The maps used by Onyx Performance have been **thoroughly tested and produce the range of power or economy gains quoted.** However, please be aware that **these may not be fully achieved if:**
- There is an **existing mechanical issue** with the vehicle
  - The vehicle's **pre-remap performance outputs are below the manufacturer (or stock) standard**
  - You have **not used a good quality fuel** in your vehicle.

Please talk to an Onyx Performance representative if you have any questions about these points.

- 2.5 Please remember that **it is very important that your vehicle is mechanically sound and in a good working condition before remapping it.** Once a new map is put on your vehicle you are likely to be asking more of your vehicle when driving it. Any existing mechanical issues may be exacerbated. Onyx Performance is not responsible for fixing existing or underlying mechanical issues. You will also be charged for any additional services you request from us.
- 2.6 It is important that you **tell us about the following before we start work,** and preferably before confirming your booking:
- Any **existing mechanical faults**
  - Any **existing ECU faults**
  - If you have an **after-market vehicle alarm fitted** (these can interfere with the ECU) or any other after-market fittings
  - If you have an **add-on tuning box fitted**

- If your vehicle has any **modifications**
- If your vehicle has **previously been remapped or tuned** elsewhere, please be aware of our full **Terms and Conditions** relating to these points.

**2.7 We advise against sourcing your own parts independently for any modifications you may be requesting**, for example as part of a Stage 2 remap. This is because problems can arise if customers accidentally source incorrect or poor quality parts. **However, if you choose to use your own parts then please be aware of our terms and conditions.**

**2.8** If you find a **suspected fault** following the completion of work by Onyx Performance, **please tell us as soon as possible and within a week of collecting your vehicle. Do not let a third party work on or interfere with the ECU or the vehicle itself before coming back to us.** If you or a third party has interfered with the ECU / vehicle then further damage may have been caused, which could result in more serious issues. Onyx Performance will no longer be responsible for resolving a suspected fault in such a situation.

### **Waiting Room – Conditions of Use**

Please be aware of the following points:

- 3.1** Please mind your head.
- 3.2** Visitors and customers are responsible for supervising children at all times, ensuring their safety and safe use of the stairs.
- 3.3** Smoking is not permitted in the waiting room or anywhere else inside the building.
- 3.4** Personal items should not be left unattended at any time. Visitors and customers are responsible for the security of all their personal items.
- 3.5** Visitors and customers are asked not to leave any rubbish in the waiting room.
- 3.6** Visitors and customers must not enter any other areas of the premises unless given permission and escorted by a representative of Onyx Performance.
- 3.7** In the event of an emergency, such as a fire, please leave the waiting room and exit the premises quickly and calmly.
- 3.8** Please exit the waiting room and the premises quickly and calmly if you hear an alarm bell, or are instructed to do so by an Onyx Performance representative.
- 3.9** Please take extra care in wet and cold weather. Floors, surfaces and stairs may be slippery.

### **By using Onyx Performance Services or Products I confirm that:**

- I am requesting the service stated
- I agree to pay the price stated
- I have disclosed all relevant information relating to the ECU / vehicle in accordance with the terms and conditions.
- I understand that the SERVICES & PRODUCTS PROVIDED ARE DESIGNED FOR OFF-ROAD USE ONLY. ANY PERSON OR COMPANY WHO INTENDS TO USE OUR SERVICES/PRODUCTS FOR ANY OTHER PURPOSE IS ACTING ON THEIR OWN ACCORD.