

Terms and Conditions of sale

Abbreviated Conditions of Sale

1. Interpretation

1.1 "Buyer" means the person who has ordered goods from the Seller. "Goods" means the goods (including any instalment of the goods or part of them) which the Seller is to supply in accordance with these conditions. "Seller" means Turbo Technics Ltd.

1.2 The headings in these conditions are for convenience only and shall not affect their interpretation.

2. Basis of the Sale

The Seller shall sell and the Buyer shall purchase the Goods in accordance with any written quotation of the Seller, subject in either case to the terms and conditions set out below, which shall govern the Contract to the exclusion of any other terms and conditions.

3. Orders and Specifications

3.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in writing by the Seller.

3.2 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller.

4. Price of goods

4.1 The price of the Goods shall be the Seller's quoted price which will remain valid for 30 days only.

4.2 Where no price has been quoted, the price shall be at the date of the order.

4.3 The Seller reserves the right by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller.

4.4 Unless otherwise stated, all prices given by the Seller exclude the cost of packaging, freight or delivery.

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

5. Terms of payment

5.1 The Buyer shall pay the price of the Goods in full at the time of the delivery unless otherwise agreed.

5.2 If the Buyer fails to make payment on the due date under any contract between the Seller and the Buyer then, without prejudice to any other right or remedy to the Seller, the Seller shall be entitled to:

5.2.1 cancel the contract or suspend any further deliveries to the Buyer.

5.2.2 appropriate any payment made by the Buyer to such of the Goods as the Seller may think fit and

5.2.3 charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of 2% per month commencing on the date of the invoice.

6. Delivery

6.1 Any dates quoted for the delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery.

6.2 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract.

6.3 If the Buyer fails to take delivery of Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery then, without prejudice to any other right or remedy available to the Seller, the Seller may:

6.3.1 store the Goods until actual delivery and charge the Buyer for the reasonable costs.

6.3.2 sell the Goods at the best price readily obtainable and charge the Buyer for any shortfall below the Contract price.

7. Risk and property

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer 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.

7.2 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.

7.3 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 properly stored, protected and insured and identified as the Seller's property. Until that time the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall account to the Seller for the proceeds of the sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such

proceeds separate from any moneys or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

7.4 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), 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.

7.5 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.

8. Compliance with drawings and specifications

8.1 The copyright and all other intellectual property rights of whatever nature in any such documents, drawings, descriptions or specifications is vested exclusively in the Seller and the Buyer shall not reproduce or publish the same in any form without Seller's prior written consent.

8.2 The Seller reserves the right to make changes in the design or specifications of the Goods without prior notice to the Buyer.

9. Orders for non-standard Goods

In the case of Goods which the Seller manufactures or applies any process of manufacture to, in accordance with instructions issued by the Buyer:

9.1 The Buyer accepts full responsibility for ensuring that any specifications or instructions it may issue is accurate.

9.2 The Buyer warrants that the Goods produced in accordance with its specifications or instructions will not infringe the intellectual property rights of any third party and undertakes to indemnify the Seller against all claims.

10. Warranty and liability

10.1.1 Subject to the conditions set out below the Seller warrants that the Goods will correspond with their specifications at the time of delivery and will be free from defects in material and workmanship for a period of 24 months for a turbocharger (or, if appropriate, 24,000 miles in service should this occur sooner) and 12 months for all other products from the date of delivery.

10.1.2 Where the Buyer's own property is repaired by the Seller, the Seller warrants the material supplied and quality of the workmanship at the time of the repair. No further warranty is implied or offered.

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

10.2.1 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 alterations or repairs of the Goods without the Seller approval.

10.2.2 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 has not been paid by the due date for payment.

10.3.1 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification or order shall be notified to the Seller within 48 hours from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within 7 days after the date on which the Buyer ought reasonably to have been aware of the defect or failure.

10.3.2 Any claim by the Buyer which is based on incorrect quantity of the Goods or non-receipt of the Goods shall be notified to the Seller within 48 hours of delivery (in the case of shortages) or within 7 days of the date of the invoice (in the case of non-receipt).

10.4 Where any valid claim is made in respect of any of the Goods, which is based on any defect in the quality or condition of the Goods, the Seller shall be entitled to replace or repair the Goods (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 a proportionate part of the price), but the Seller shall have no further liability to the Buyer.

10.5 The Seller shall not be liable to the Buyer for any consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever, which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer.

11. General

11.1 The Contract shall be governed by the laws of England.

11.2 Detailed conditions of sale are available from the Seller on request.