

TURBO DYNAMICS TERMS AND CONDITIONS

1. PAYMENT

- 1.1 Cash sales - Payment is due before collection or despatch of the goods. Personal cheques will be accepted if accompanied by a current cheque guarantee card covering the total amount of the invoice. Multiple cheques for the same transaction cannot be accepted. Company cheques will not be accepted unless on cleared funds.
- 1.2 Overdue Accounts - The customer shall be liable to pay interest on any overdue account at the base rate of National Westminster Bank plus 8% from the date the account became due.
- 1.3 Trade Accounts (credit or debit cards) - Payment becomes due before collection or despatch of goods. A 3.5% surcharge will be levied on the net transaction amount for customers wishing to use American Express cards.
- 1.4 Credit Accounts - Granted only to customers with previous trading history, regular high usage and upon successful application (credit rating, trade & bank references).
- 1.5 Webshop sales - Our terms and conditions for Webshop sales differ from our standard terms, a copy of which can be viewed on our website.

2. TITLE OF GOODS

- 2.1 It is a condition of sale that all goods supplied by Turbo Dynamics Ltd will remain the property of Turbo Dynamics Ltd and the title of such goods shall not pass to the purchaser until they have been paid for in full, including any interest due.
- 2.2 In the event of the purchaser defaulting on payment for any reason, the purchaser will pay all costs, expenses and realization including legal costs.
- 2.3 In the event of bankruptcy or insolvency the purchaser will authorise Turbo Dynamics Ltd to enter the purchaser's premises where the goods are stored and remove all goods supplied by Turbo Dynamics Ltd that have not been paid for. Turbo Dynamics Ltd shall give credit to the purchaser for the goods re-possessed.

3. NEW OR RECONDITIONED EXCHANGE TURBOCHARGERS

- 3.1 To be acceptable for exchange, all old units must conform to the following specifications: be complete and in "off-engine" condition, be the same part number as the unit supplied and rotor assemblies must not be broken or seized.

4. SURCHARGES

- 4.1 Where an old unit forms part of the sales terms, a surcharge invoice shall be raised and is payable if an old unit is not returned within 30 days of the exchange unit being supplied and/or if the unit does not meet the above criteria. See current price list for surcharge rates.
- 4.2 If an old unit is returned after a surcharge invoice is raised, then a credit will be issued but a 15% handling charge will be deducted. If an old unit is deemed not acceptable for any of the reasons above, it will be returned and the relevant surcharge will be applied. For cash sales, the surcharge may be payable at the point of sale.

5. SHIPPING DISCREPANCIES

- 5.1 Upon receiving payment for your order we will ship your goods right away. We will normally send your order to you within 1-2 working days. International deliveries are generally within 5 working days.
- 5.2 You agree that proof of delivery supplied by our delivery company is sufficient evidence to establish that goods have been received.
- 5.3 You must inform us immediately or at the latest within 3 working days of receipt if the goods are damaged in transit so that we can make a prompt claim against the delivery company and correct the problem. Please quote your order number in all correspondence.
- 5.4 If your goods have not arrived within the agreed delivery period and/or you suspect that the shipment may be lost, please contact us immediately.
- 5.5 Any shortages or errors in shipments must be notified to Turbo Dynamics Ltd in writing within 3 working days of receiving the shipment.

6. RETURNED PRODUCT

- 6.1 Incorrect goods - If for any reason you have ordered the incorrect parts we offer a 14 days (from delivery date) refund or exchange policy, subject to the goods being returned in unused, perfect condition, with the original packaging still intact. Any returns after 14 days are at the Company's discretion and a restocking fee of 15% will be charged. After 28 days no returns will be accepted.
- 6.2 Goods no longer required - If the goods or services have already been paid, Turbo Dynamics will refund the amount paid within 30 days of the cancellation of order. The goods must be returned unused, in perfect condition, with the original packaging still intact. A handling charge of 15% will be levied. Any charges for postage and packaging relating to the original sale and/or return of the goods will not be refunded.
- 6.3 If any goods are specially ordered, made to customer specifications or personalised, the order cannot be cancelled or returned.
- 6.4 Faulty goods - The purchaser may return the goods for a refund if the goods:
 - are faulty or damaged
 - are not of satisfactory quality
 - do not match how they were described
 - are different to the ones ordered. Proof of parts ordered may be requested.
- 6.5 It is the responsibility of the customer to ensure the goods are correct and undamaged before fitting. Any incorrect or damaged goods must be reported to Turbo Dynamics within 3 working days of receipt of delivery without exception.
- 6.6 If any goods are returned for credit, an SRN (Sales Returns Note) number must be obtained and quoted. A handling charge of up to 15% will be levied.
- 6.7 When returning goods, the purchaser is responsible for the repackaging of the goods and they are in your care until they arrive at our warehouse, unless Turbo Dynamics have arranged for the collection (this service is chargeable). Provision of proof of posting / delivery may be required.
- 6.8 Turbo Dynamics regret that postage/packaging/insurance costs are non refundable, unless goods received are faulty or received in error. Postage and packing is the customer's responsibility when returning parts for a refund and/or refund of surcharge(s).
- 6.9 Products correctly supplied will be subject to a handling charge of up to a maximum of 15%, dependant on the part. The return of correctly supplied products is at the cost of the customer.
- 6.10 Refunds for confirmed orders, which are subsequently cancelled prior to despatch, are subject to a handling fee of 4%.

7. PRODUCT WARRANTY

- 7.1 Any product returned under warranty must be accompanied with a warranty claim form and a valid WRN (Warranty Returns Note) number both of which can be obtained from Turbo Dynamics on request.
- 7.2 Warranty will be void if the product supplied is dismantled or tampered with in any way. All products must be returned complete, as supplied: in the case of turbochargers this must include the wastegate actuator (pneumatic or electronic) for warranty inspection and analysis to be conducted.
- 7.3 Where the buyer under the Contract (not being a Contract for the International Sale of Goods) deals as a Consumer within Section 12 of the Unfair Contract Terms Act 1977 then nothing contained in any of the following Conditions shall restrict or affect the statutory rights of the buyer.
- 7.4 Turbo Dynamics Ltd warranty that goods shall be free of defect in workmanship and components. If any goods contain such defects, upon written notice thereof by the Buyer, Turbo Dynamics Ltd shall have the right in its discretion to repair or replace the defective goods or refund a pro-rata of the purchase price applicable to the defective goods. Save as provided herein, all representations, conditions, warranties and terms, whether express, or implied by common law statute or otherwise, as to the quality, condition or fitness for any purpose of the goods are excluded.
- 7.5 In no event shall Turbo Dynamics Ltd be liable under this warranty for any amounts in excess of the purchase price of the goods and no allowance will be made for labour.
- 7.6 Turbo Dynamics Ltd shall not be liable for contingent or consequential damages.
- 7.7 In the case of turbochargers, this warranty covers goods manufactured, re-manufactured and serviced by Turbo Dynamics Ltd for a period of 12 months, or 50,000 miles, after delivery to the user/purchaser; whichever ever is reached first. In the case of petrol engine turbochargers, Turbo Dynamics Ltd shall warrant for a period of 12 months or 12,000 miles; whichever ever is reached first, after delivery to the user/purchaser. In the case of other components or parts manufactured, re-manufactured and serviced by Turbo Dynamics Ltd, the warranty period will be given upon request.
- 7.8 Components and product manufactured by others which are used by Turbo Dynamics Ltd in the servicing of turbochargers and offered for resale complete, shall be warranted only to the extent of the warranties of their respective manufacturers. All other warranties, expressed or implied are excluded.
- 7.9 Exclusions from Turbo Dynamics warranty include all ball bearing and hybrid turbochargers unless agreed in writing.

8. TURBOCHARGERS FOR RACING OR COMPETITION USE

- 8.1 Turbochargers used for any form of racing or competition and/or set to run higher than standard boost pressure are supplied in good faith and on the understanding that no guarantee is given in respect of performance or reliability of the product, either by the manufacturers or Turbo Dynamics Ltd.
- 8.2 Turbo Dynamics Ltd cannot be held responsible for personal injury or damage caused to the engine or vehicle by a failed turbocharger.

9. OTHER WARRANTY CONDITIONS

- 9.1 The turbocharger must be fitted to an engine that is in good working order so that the operation of the turbocharger is not prejudiced.
- 9.2 The engine oil, oil filter and air filter must be changed at the point of turbocharger fitment, using only components and materials approved by the vehicle manufacturers. In the case of petrol engine turbochargers, Turbo Dynamics Ltd only recommend fully synthetic oil with an SAE rating of 10W-40 or higher and which exceeds the following specifications: SH/CD or CCMC G5/PD2 unless otherwise stated by the vehicle manufacturer. For further information and advice, please contact our Technical Sales Team.
- 9.3 The purchasers/installers shall satisfy themselves that all reasonable steps have been taken to ensure that any original cause of turbocharger failure has been eliminated and that the turbocharger is correct for the application, and is fitted entirely in line with the engine manufacturer's recommendations.
- 9.4 Warranty may be denied in the event of either the turbocharger or the engine being modified to increase power output, if this modification is prejudicial to the performance of the turbocharger.
- 9.5 Under no circumstances should a vehicle be used if a turbocharger problem is suspected as this could cause further damage to the turbocharger and/or engine.

10. LIMITATION AND EXCLUSION OF LIABILITIES

- 10.1 The Company's obligations and liabilities to the buyer in respect of the goods shall be limited to:
 - (i) those set out expressly herein
 - (ii) those implied (as to the title etc.) by Section 12 of the Sale of Goods Act 1994
 - (iii) any liability for death, personal injury and loss of or damage to property under Section 2 of the Consumer Protection Act 1987
 - (iv) where the contract is not an international supply contract within Section 26(3) of the Unfair Contract Terms Act 1977, any liability for death or personal injury resulting from negligence (as defined in that Act).

The buyer acknowledges that these are reasonable and reflected in the price and shall accept risk and / or insure accordingly.