

## TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale are given by Van Engine Services (VES), Unit 5 Cookley Wharf Industrial Estate, Breierley Hill, DY53UP

### 1. Service Definitions

1.1 A rebuilt engine relates to the engine vitals and not ancillary parts ie ignition and fuel systems also cooling systems are not included so the definition is:

1.2 A "short motor" comprises cylinder block, pistons, conrods, crankshaft and crankshaft timing drive gear.

1.3 A "long motor" is all of the above with cylinder head fitted and oil pump and strainer and sump enclosure fitted.

1.4 Where ancillary equipment is deemed to be in a condition deemed unfit or non serviceable that could jeopardise the working of the rebuilt unit such parts will not be refitted until made serviceable or in the alternative any warranties will be null and void. VES reserve the right to refurbish the customers ancillary equipment if deemed necessary.

### 2. Terms of Payment

2.1. VES may invoice you for the price of the goods and services provided on or at any time after delivery of the goods, unless the goods are to be collected by you or if you wrongfully fail to take delivery of the goods, in which event VES shall be entitled to invoice you at any time after it has notified you that the goods are ready for collection or (as the case may be) that it has tendered delivery of the goods.

2.2. The invoice is payable immediately upon receipt of delivery of the goods (where VES delivers the goods to you) or upon your collection of the goods. If VES has notified you that the goods are ready for collection, unless you have agreed otherwise with VES, you will have a period of seven days to collect the goods and make full payment of the invoice. VES reserves the right to charge interest at 3 % above the current Bank of England base rate in the event that you do not collect the goods and make payment of the invoice within this period.

### 3. Delivery

3.1. Delivery of the goods and/or vehicle shall be made by you collecting the goods from VES' premises after having been notified that they are ready for collection, or if some other place for delivery is agreed by VES, by VES delivering to that place.

3.1. If you fail to collect the goods or vehicle within seven days of being informed by VES that they are ready for collection, or if you fail to take delivery of the goods or fail to give VES adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond your reasonable control) then without limiting any other right or remedy available to us, VES shall store the goods and/or vehicle without liability until the goods (and vehicle) are collected and payment is made in full. VES may charge for storage of the goods and/or vehicle at the rate of £10.00 per day in these circumstances, which will be added to your final invoice and will be payable on collection the goods and/or vehicle.

3.2. If the goods and/or vehicle have not been collected within ten weeks from the delivery date or the date when you were informed that the goods/vehicle were ready for collection, VES reserves the right to sell or dispose of the goods and/or vehicle without prejudice to its right to claim compensation both for the goods and labour costs and for the storage charges accrued.

### 4. Risk and Property

4.1. VES will not accept any liability or responsibility for any items in your vehicle in the event of their being lost, damaged or stolen. Please ensure you remove all items of value from your vehicle prior to our collecting it or your bringing it to VES's premises.

4.2 Risk of damage or loss to the goods and/or your vehicle shall pass to you:

4.2.1 In the case of goods and/or vehicle to be delivered at VES' premises, at the time when VES notifies you that the goods and/or vehicle and ready for collection.

4.2.2 In the case of goods and or vehicles to be delivered otherwise than at VES' premises at the time of delivery or, if you wrongfully fail to take delivery of the goods and/or vehicle, the time when VES has tended delivery of the goods and/or vehicle.

4.3 Notwithstanding the delivery and the passing of risks in the goods, or any other provisions in these terms, the property in the goods shall not pass to you until VES has received in cash or clear funds payment in full of the price of the goods and services in accordance with the invoice provided to you on delivery.

## 5. Warranty

- 5.1. Upon completion of the goods and/or works and on your receiving the goods and/or your vehicle and making payment of our invoice, VES will provide you with a warranty for the goods provided by them.
- 5.2. A claim may only be brought under the warranty once you have made full payment for the goods and services under clause 1 above.
- 5.3 The warranty does not affect your statutory rights.

## **WARRANTY**

This warranty is given by Van Engine Services LTD (VES), Unit 5 Cookley Wharf Industrial Estate, Brierley Hill, DY53UP

### 1. Preliminary

1.1 Subject to the following provisions, and the provisions contained within VES Terms and Conditions of Sale, VES warrants that the goods it provides will correspond with their specification at the time of Delivery and will be free from defects in material and workmanship for a period of 12 months from Delivery or 12,000 miles of use, whichever is the first to expire ("the Warranty Period").

1.2 "Delivery" shall be deemed to have occurred when either the goods are delivered to an agreed address, delivery to an agreed address is attempted, or if you are informed by VES that your goods are ready for collection.

### 2. Servicing Requirements

The warranty is given subject to the following conditions:-

2.1 A 1,000 mile service is carried out by a reputable VAT registered garage and must include:

3.1.1 Oil and filter change

3.1.2 Re-torquing of cylinder head bolts

3.1.3 Checking and resetting and if necessary valve clearances

2.2 In servicing all work must be carried out to the manufacturer's original specifications.

2.3 Following the initial 1,000 mile servicing a service must be carried out to the manufacturer's specifications every 3,000 miles for the duration of the Warranty Period.

2.4 VES may also provide you with additional recommendations, which will need to be followed in order for you to make a claim under this warranty ("Recommendations").

2.5 VES will require proof of servicing in the form of a fully detailed VAT service invoice indicating servicing dates and mileages. You must obtain and retain this as proof that the servicing requirements under this clause have been complied with in the event of a claim under this warranty. VES will also require proof for any Recommendations attached to this policy and this will be specified within the Recommendations. Failure to provide proof in accordance with this clause may render this warranty void.

### 3. What this warranty covers

Subject to the provisions of this warranty and VES Terms and Conditions of Sale:

3.1 This warranty covers the cylinder block and head and all internal components against mechanical failure only. The warranty does not cover cracking of the cylinder block head or internal components. The warranty does not cover the water pump, starter motor, alternator, induction system, clutch or ignition/diesel fuel system unless new supplied and fitted.

3.2 This warranty covers any oil leak occur with any seal or gasket of any VES engine during the first 30 days or 1,000 miles (whichever expires first). Any oil leak after the expiry of this time or mileage will not be covered as it will be deemed to have been affected by factors outside of the control of VES.

3.3 This warranty covers any fault which occurs with the cylinder head gasket of any VES engine during the first 30 days or 1,000 miles (whichever expires sooner). Any gasket which fails after the expiry of this time or mileage will not be covered as it will be deemed to have been affected by factors outside of the control of VES.

### 4. Exclusions

4.1 You will be unable to make a claim under this warranty if the total price of the goods and services has not been paid in accordance with VES' Terms and Conditions of Sale.

4.2 This warranty does not apply to any defect in the goods or services arising from wilful damage, accident, negligence by you or by any third party, use otherwise than as recommended by the manufacturers, failure to follow our Recommendations, or any alteration or repair carried out without our approval.

4.3 This warranty will not cover any failure or damage to the goods provided by VES if this damage or failure is caused directly or indirectly by any fault or failure of an ancillary component which was not provided by VES.

4.4 VES shall not be liable for loss of profit or any indirect, special or consequential loss of damage, costs, expenses or other claims for compensation whatsoever except as what is expressly provided for within this warranty.

4.5 All VES engines are fitted with heat sensitive tabs in order to detect overheating. If the engine is damaged due to overheating as recorded by the tabs then this warranty will be void. If the tabs are damaged or removed then this warranty will be void.

4.6 VES will not be held responsible for any delays in delivering its obligations under this warranty and any consequential loss caused by any delays is excluded from this warranty. VES will not be held responsible for any delays in the supply of parts for provision of its obligations under this warranty that are beyond its control, and any loss caused by any such delays is excluded from this warranty.

4.7 Any VES product which has been used, modified or tuned for racing or competitions is excluded from this warranty.

4.8 No warranty, condition, description or representation is given or implied by VES or on its behalf, except as it set out within this warranty and within any attached Recommendations.

4.9 This warranty is for the benefit of the purchaser only, being the person who is named on the registration card, and can not be transferred, assigned, or sold to any person or company.

## 5. Making a claim under this warranty

5.1 If you wish to make a claim under the terms of this warranty you will need to contact VES immediately advising them of the problem. VES will then advise you on how to proceed.

5.2 If VES requires you to bring the goods and/or vehicle back to their premises, then you must do so as soon as is reasonably practicable to enable them to examine the problem and if appropriate carry out the necessary repairs or replacement.

5.3 VES reserves the right to nominate an alternative reputable and suitably qualified garage or engineer to carry out the necessary works or repairs under the terms of this warranty.

5.4 If you wish to take the goods or services provided by VES to an alternative garage or engineer for repairs or replacement you must firstly obtain the written authority of VES to this, for which VES will have an absolute discretion as to whether or not to grant permission. If permission is not granted then you will not be able to make a claim under this warranty for any repair and replacement services or goods provided by an alternative supplier.

5.5 In the event of any disagreement between the customer and VES over the nature or extent of work for which VES are liable under this warranty, then the parties may agree to instruct a suitably qualified and experienced independent engineer to give an opinion as to the nature of the problem and the remedial work (if any) which would be required by VES under the terms of this warranty. The cost of instructing the independent engineer is to be borne equally by both parties.

## 6. Your Statutory Rights

Nothing in this Warranty affects any liability for death or personal injury caused by VES' negligence or for fraudulent misrepresentation, or the customers statutory rights as a consumer.

## 7. Recommendations

VES has provided a set of Recommendations for the goods / service purchased from them which form a part of the terms of this warranty.