

Terms & Conditions

4x4 Rebuilding Ltd (The Company) T/A RR Rebuilds accepts vehicles for repair, for examination with a view to estimating for repairs and for any other purpose subject to the following terms and conditions. The terms of Business constitute the entire contract between the Company and the Customer. No party has relied on any representation or promise except as expressly set out in this contract. The terms of Business herein will not affect the Customer's Statutory Rights. The Customer is deemed to have accepted these Terms of Business if they, or their representatives, give instructions or place orders by any means for work to be done or goods to be supplied and a contract ("contract") will only come into being upon acceptance by the company of such an order. No alteration of these Terms of Business shall be valid unless confirmed in writing and signed on behalf of the company by a manager or managing director. Any Terms and Conditions supplied or referred to by the customer shall have no effect on this Contract.

1. A quote given for a repair is an approximation of the likely cost to supply and fit a replacement engine or to recondition your original engine without dismantling the vehicle's engine for a detailed inspection. Prices of reconditioned engines and its fitting service is those current at the time of the quote and the Company reserves the right to increase the Contract price should additional repairs be found to be necessary on dismantling the vehicle's engine if your original engine is not fit for reconditioning i.e in a serviceable condition or if the price to the Company increases in the period between preparing the quote, commencing or completing the work. If during the progress of work the quote will be exceeded by any material amount the Company will obtain permission from the Customer to continue. This includes a surcharge to be added to the total price of the works if the block is found to be non- serviceable condition therefore cannot be repaired.

2. A Storage charge will be made for vehicles left on the Company's premises once they are completed after three working days - storage charges are at £30 + VAT per day.

3. If vehicles require fuel, we will charge £1.50 per litre - fuel is required for testing purposes and we do aim to cover 100 miles approx., on every vehicle we undertake to ensure there is no oil leaks - and all parts are performing and running as they should be.

4. If a vehicle is given to us in a non-running state, we are not responsible for any other problems/issues warning indications on the cluster unit that the vehicle may have. Such as the gearbox issues, braking system faults, exhaust system faults, air suspension faults, turbo and sensors etc or other items aside from the unit we are contracted to.

5. All engines are quoted as a bare engine assembly; this means they are a basic head(s), block and sump. The Components that are cover in this legal binding contact, in our reconditioning process are as follows: The Oil pump, Piston rings, Main ends and big ends bearings, The Crankshaft, The Cylinder Head will be Pressure tested, Valves and seats being refaced, Brand- new valve stem seals, Head gasket(s), Camshafts and Tappets and lastly timing belt or chain will be replaced.

6. All of your original auxiliaries (starter, alternator, filters, coil pack, injectors, manifolds and sensors etc) will be refitted to your original unit or replacement engine block to complete the rebuilding process. New auxiliaries/components will NOT be fitted under the cost quoted. These are your original parts so will NOT be covered in the warrant period provided by RR Rebuilds. Certain items from the original unit may not be found to be in an unusable state when remanufacturing your original unit (water pump starter motor and jubilee clips etc), if this is the case then these will be picked up in our health check. If we find a fault with any of the components/auxiliaries of your vehicle. We will we send our customer an itemised list of both compulsory and advisories parts that we will need to complete the engine rebuild, giving our customers the opportunity to authorize/unauthorize the parts to be ordered. If something breaks on your vehicle down to basic wear and tear, (example: bonnet release, wheel nuts, jubilee clips) we will contact you once the fault is found and the cost of the repair will be added to the final invoice value in both parts and labour.

7. If the additional repairs are necessary for the vehicle to operate properly and you decline to have the additional work done, you will then have the option of collecting your vehicle in its uncompleted state, but all

labour/parts costs will be payable for the work we have done up until that point our labour cost is £130 + VAT per hour for specialized work and £80 per hour for general work.

8. If a vehicle is collected by us and we find the engine / gearbox has been disassembled or is incomplete because someone else has previously worked on the vehicle before us. We will reassemble the unit and add the labour costs involved to make it a complete unit will be added to your final invoice as all exchange units must be complete and serviceable before our supplier will accept them. If your exchange unit is found to have missing parts or is otherwise non-serviceable because of a hole in the block or the main bearings have spun causing the block to not be repairable you will be billed for the additional cost of the missing parts or the cost of a replacement exchange unit if we must purchase one.

9. The time period quoted for the completion of work on the vehicle is approximate and does not consider any unforeseen delays. While we endeavour to complete all vehicles in a timely manner and at the earliest possible time, no liability is accepted by the company for any such delays.

10. An order or instruction, which has been accepted by The Company may be cancelled by the Customer only with the agreement of the Company. The Customer will pay the Company for all costs, charges or expenses incurred by the Company up until, and as a result of the cancellation. A cancellation can only be accepted by the Company when all sums due have been paid.

11. Unless otherwise expressly stated time is not of the essence of this Contract, nevertheless the Company will endeavour to complete repairs by the date and time requested but cannot accept responsibility for any delay resulting from any cause beyond the Company's control (including the non-delivery or late availability of parts or the goods and services).

12. If for any reason work requested by the Customer is not carried out in full, the Company may charge a reasonable amount for the work completed and the cost of the goods supplied and fitted.

13. All Engines supplied only is priced on exchange basis, which means that the Customer's broken engine should be returned to the Company.

However, if there is a hole in the engine block or the unit is in a non-serviceable condition a surcharge will apply and will not be refunded.

14. Any variation agreed between the Company and the Customer in the work to be carried out or goods supplied shall be deemed to be an amendment to this contract and shall not constitute new Contract.

15. Reconditioned Engines, fitting charges and any other additional charges owed by the Customer to the Company must be paid for in full on collection, should the customer agree to have the vehicle delivered to their address the Customer must pay the amount agreed in full including additional charges such as delivery charge that may incurred.

16. If the Customer fails to pay for and/or collect the Customer's vehicle within 7 days after the notification of the work being completed, then the Company may make additional charges for storage at our rates of £30 + VAT per day in force at that time for the storage of the vehicle from the end of that period;

16.a. within 1 month of being notified that the work is complete and/or the Goods are ready for collection, we may (after giving you 7 days' notice of our intention to do so and if you have not paid the full amount and collected the vehicle and/or goods before such note expires) sell the vehicle and/or goods, deduct the amount owing to us (including statutory interest, storage charges, admin charges and the costs of sale) and pay the balance to you, if any. Should the value of the sale be less than the amount owed to us, we will then pursue the payment of the outstanding owed to us through legal action.

17. The company retain a lien over the replacement engine supplied and or the Customer's vehicle until the cost of replacement engine, engine fitting work, recovery, repair and storage have been discharged in full and any payment presented has cleared.

18. All written notices given by the Company to the Customer shall take effect 24 hours after being dispatched by the Company in the normal course of mail delivery to the invoice address.

19. In the case of engine supplied and fitted services, The Company shall take reasonable care of the vehicle while in its custody.

The Company is only responsible for loss of or damage to a vehicle caused by the company's negligence. The Company will determine whether to repair or replace the damaged part or alternatively offer compensation for damaged caused. The Company cannot accept liability for the loss of or damage to personal property or business goods left in the vehicle. The Company advises the Customer to remove all items of value not related to the vehicle prior to work commencing.

20. The Company shall not be liable to the customer for any loss or damage occasioned by release of the vehicle to any person(s) who settles the account outstanding for goods, recovery, repair or storage provided that such person(s) shall have held themselves out as duly authorised by the Customer to have possession of the vehicle.

21. The Company warrants all parts fitted to the vehicle in accordance with the applicable statutory rights at the time of supply or repair. The Company warrants its work for a period of 6 months for unlimited mileage (unless stated otherwise on invoice), from the date of completion of the work ("Warranty Period"). If the Company accepts within warranty period that it has failed to execute the Services in accordance with the express terms of the contract, the Company may, at its option, perform again such of the services as have not been carried out in accordance with the express terms of the contract or repay the Customer the charge for such of the services as have not been so performed (provided such charge shall have been paid to the Company by the Customer). The company shall not in any circumstances be liable for any damages, compensation, costs, expenses, labour costs, losses or other liabilities, whether direct or consequential, and any other remedy which would otherwise be available in law is hereby excluded except to the extent that such exclusion is prohibited by any rule of law.

22. A claim under this Warranty shall not entitle the customer to cancel or refuse payment. This warranty shall not apply where:

22a. The defect or fault is attributable to defective materials supplied by third parties where the Customer's only remedy will be against that third party;

22b. The vehicle has been used for competitions, racing or record attempts or otherwise than for private or commercial use;

22c. The vehicle has been abused in any way or damaged by wear and tear, neglect, rust or failure to maintain in accordance with the manufacturer's recommendations;

22d. The vehicle has been damaged in any subsequent accident.

22e. The vehicle has been modified in anyway.

22f. Service procedures have not been kept up to date and serviced on time including the first interim service to be carried out once the replacement/ reconditioned unit has covered 2000 miles.

22g. Coolant has been lost and customer has driven the vehicle with no coolant causing over-heating.

22h. Any auxiliaries/ engine components cause the unit to fail i.e turbo charger.

23. The invalidity, illegality or unenforceability of any provision of these conditions should not affect the other conditions.

24. A person who is not party to this Contract shall have no right under the Contracts (Rights of Third Parties) act 1999 to enforce any term of this Contract. This clause does not affect any right or remedy of any person which exists or is available otherwise that pursuant to that Act.

25. The Contract (and any proceedings whereby one party might be entitled to join the other as a third party) shall be governed by and construed in all respects in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.

Terms and Conditions: Guarantee for supply of used & reconditioned engines

COMPANY POLICY: **Before you install any ENGINE UNITS** - Supplied only

It is imperative that before you install a replacement engine into the vehicle you find what caused the original unit to fail.

Many different things can contribute to the life of your new engine, without finding the reason the original unit failed you run the risk of shortening the life of your replacement unit and any warranty cover null and void. The technician must inform the customer why they should understand the above point. When replacing an engine, it is important to set both the original unit and the replacement unit side by side to verify the unit is correct before fitting.

- Concentrate on key areas, as in engine mount holes and placement of sensors on both units.
- While the unit is on the floor it is also down to the mechanic to look over the exterior of the engine thoroughly before installing.
- a brief visual inspection now will save quite a bit of hassle if an exterior seal is either damaged or any faults found on the unit you were supplied then do not proceed to fit it.

Sort out any issues with the unit supplied first and then obtain authorization for any replacement's parts needed.

- Call supplier first and we will confirm the problem and give you a direction to go in order to sort things out quickly and efficiently. While many of our units come with sensors or pumps attached, they are not covered by the warranty and we recommend replacing these with the units from the original engine or replacing with new where needed.

Inform the customer which parts need replacement and supply costing for parts and labour for additional works. Engine must be installed by a trained professional and supervised and signed off by company chief engineer.

TECHNICIAN REQUIREMENTS:

Fitting: (At time of installation the following must be replaced (where necessary)

- timing belt
- engine oil
- oil filter
- spark plugs/ glow plugs
- fuel filter
- air filter
- water pump
- coolant hoses
- radiator cap
- coolant

At time of installation the following must be checked

- cam timing
- ignition wires
- coil packs/distributor
- cooling system
- all original sensors

TECHNICIAN must prime the oil pump before starting the replacement engine, this brings the oil pressure up to normal operating condition and lubricates the bearings to prevent premature failure and dry start damage. All reconditioned units must go through normal break in procedure to seat the new bearings and rings in the replacement unit.

TECHNICIAN MUST INFORM THE CUSTOMER AND CARRY OUT THE FOLLOWING PROCEDURE:

This service will be chargeable by our company. [if we are authorised by the customer]

Once the replacement engine has done 2000 miles, THE CUSTOMER MUST BE TOLD by the company fitting the engine that a qualified mechanic must carry out a service on the vehicle which must include:

- changing the oil and oil filter
- checking and topping off where necessary the coolant level
- adjusting the ignition timing where applicable

- retorque the cylinder head and manifolds where applicable
- adjusting valve lash where applicable

After this initial service, a regular service interval of every 5000 miles should be adhered to for the length of the warranty.

WARRANTY CONDITONS

All warranty periods start on the invoice date of purchase and finish at the end of the period specified depending on the type of unit purchased. All Warranties are non-transferable, the warranty is available only to the original purchaser of the unit.

If you need to make a claim for any reason, please contact us by either phone or in email as soon as possible. Let us know of the problem you are having and one of our salesmen will advise you on what should be done.

Full-service records must be retained for inspection and will be required in the event of a warranty claim. This warranty will not cover any defect, damage or breakdown resulting from misuse, negligence or collision.

This Warranty will not apply if the repair is necessitated simply as a result of fair wear and tear. If any material facts are withheld, or a false or fraudulent report is given under this warranty it will become void and any amounts which may have been paid by The Company under this warranty shall become repayable forthwith.

The vehicle owner is responsible for the costs of maintenance items including but not limited to oils, lubricants, antifreeze, filters, elements, belts, and clutches and any additional items replaced during warranty repairs. This warranty is valid and effective only if all terms and conditions are fully complied with.

In the unlikely event of a possible warranty claim, the vehicle must be delivered at the owner's expense to RR Rebuilds premises for full and thorough inspection. Rectification of fault will only be carried out after costs (if any) and method of repair has been agreed. No Invoices will be accepted for payment.

RR Rebuilds reserves the right to repair or replace the unit or supply the necessary spare parts to rectify any faulty components. All faulty or damaged parts will be retained by RR Rebuilds from other repairer.

For engines, the warranty covers the engine block, cylinder head (s) and all internal components. The warranty does not cover the water pump, diesel pump, timing components, rocker cover box, sump or any other components that happen to be affixed to the unit (Auxiliaries).

RR Rebuilds will not be held responsible for any claims unless this procedure is followed. The Company warranty covers any mechanical faults on the unit supplied if a fault should occur.

RR Rebuilds warranty does not cover hire cars or claims of consequential loss. RR Rebuilds warranty covers the engine block and cylinder head(s) assembly only. The unit must be used as a direct replacement for the same unit without any unauthorised modifications and to the manufacturer's specifications. Heat tabs may come fitted to our standard reconditioned engines. If the heat tabs are tampered with at all or they indicate the engine was overheated, then the warranty will be voided.

If the unit is delivered with a timing belt/ chain installed, a new timing belt / chain must be fitted. The belts/ chains that come on our units are there only for testing purposes and if not changed at the time of installation will void the warranty. The addition of aftermarket "high performance" parts will void your warranty unless authorised via company letterhead or email.

WARRANTY CLAIMS:

Any claim made by a customer will be restricted to the maximum value of the invoice charged, the company will not be liable for any labour charges or any consequential losses arising directly or indirectly from this transaction.

In order for claim to be made you will need:

- to contact us via email or telephone to let us know of the problem
- have a claim form sent to you by email or post
- fill out and return the claim form to us for review
- once claim is reviewed (normally within 48 hours) one of our staff will contact you to inform you of what has been authorised

All warranty claims are dealt with on an individual basis as every car is different and every claim has different factors that must be taken into consideration. We try to handle claims as quickly as possible striving to have all completed within a reasonable time after being notified of a fault.

This warranty only covers the vehicle when in use on public metalled roads, and does not apply in marine situations, competition, and race or speed or off-road trials. If this vehicle is to be used for towing, then this must only be carried out within the manufacturer's recommendations. This warranty will not cover any defect, damage or breakdown resulting from misuse, negligence or collision.

EXCHANGE UNITS

All RR Rebuilds stock is sold on exchange basis, you are charged a surcharge at the point of purchase equal to what it would cost to purchase replacement "core" unit if your exchange is not returned to us.

This surcharge will be refunded to you in full providing there is no "hole in a engine block or crankshaft broken causing mainline to spin and damage engine block" or unit is not in a serviceable condition. Collection of all core units is at The Customers expense. All exchange units must be returned to us in a serviceable state. All major components must be present and in serviceable form including:

- Cylinder head (complete with cams, valves, tappets and cam carriers)
- Engine block (complete with connecting rods, pistons, main bearing caps)
- Crankshaft
- Unit must be assembled

Any unit returned to us in pieces will be considered \unserviceable and incomplete and will be ineligible for any portion of the surcharge refund Eligible surcharge refunds will be done within 7 working days of the unit being returned to our premises.

RETURNS

Unless agreed otherwise the collection charges for the exchange unit will be paid by the customer. If a unit is sent wrongly, we will arrange collection

of the wrong unit at no cost to you. If a unit is ordered incorrectly and returned for a refund then the cost of the courier will be paid by the customer along with the original delivery charge, and a 25% restocking fee. If a unit is ordered incorrectly and returned to be replaced with the correct unit, the cost of the incorrect unit will be returned at the customer's expense. If a correct unit is sent and is refused by the customer or their agents than all transport costs to and from the customer will be paid by the customer and plus 25% restocking fee. Restocking fee is to cover RR Rebuilds for the staff costs incurred to locate the engine, collect & prepare for packaging and loading for shipment to customer.

DESCRIPTION AND QUALITY:

Illustrations, descriptions, weights, and technical data in any of the Company's catalogues whether in paper or electronic format, price lists and statements (written, or oral) made by any representative of the Company are provided to give Customers an approximate picture and description only and do not form the basis of any contractual liability. No warranty or condition that the article shall accord with such illustration, description or statement is to be implied and any warranty or condition capable of or arising is hereby excluded. Designs of goods are subject to alteration without notice. All quotations given and sales made are upon the condition that although goods supplied are of sound commercial quality and are fit for purpose, the Company accepts no liability as to their suitability for any purpose other than that specified in writing by the Customer at or prior to the time of sale.

LIMITATION OF LIABILITY:

The Company shall not be liable in any circumstances to the Customer whether by way of indemnity or by reason of breach of contract or negligence or of breach of statutory duty or otherwise for loss or damage of any kind, whether direct, indirect or consequential. The undertaking as to title in Section 12 of the Sale of Goods Act, 1979 is not excluded. Where the Customer deals as Consumer (as defined in Section 12 of the Unfair Contract Terms Act, 1977) the undertakings implied by sections 13,14,15, of the Sale of Goods Act, 1979 and are not excluded and the Customer's statutory rights are not affected. The Company does not exclude or restrict liability for death or personal injury resulting from its own negligence. The

Company does not exclude any liability which it may incur under the Consumer Protection Act, 1987 for damage as defined in Section 5 of the Act.

RETENTION OF TITLE AND RISK:

The risk in the goods shall pass to the Customer on delivery.

Title to the goods shall remain vested in the Company after delivery until payment of all sums (whether arising out of this or any other contract) has been made in full to the Company. As long as title in the goods remains vested in the Company and the goods are in possession or under the control of the Customer, the following provisions will apply.

The Customer may (unless otherwise notified in writing by the Company) use, sell or otherwise deal with the goods in the ordinary course of business. The Customer shall separately store and keep clearly identified the goods from other goods. The Company may at any time on giving prior notice, enter the premises of Customer for the purpose of inspecting and identifying the goods and the Customer irrevocably authorized the Company to enter upon its premises for that purpose.

The Customer's powers above shall automatically cease if a receiver is appointed over any assets of the undertaking of the Customer or a winding up order is made against the Customer or the Customer goes into voluntary Liquidation (otherwise than for the purpose of reconstruction or amalgamation) or calls a meeting of, or makes any arrangement or composition with Creditors or commits any act of bankruptcy.

Upon determination of the Customer's powers above the Customer shall place the goods at the disposal of the Company, who shall be entitled to enter upon any premises of the Customer for the purpose of removing goods from the premises (including severance from realty where necessary)

If goods are returned or repossessed in accordance with the foregoing provisions the Company shall repay to the Customer any sums received from the Customer in part payment of the price of the goods up to a maximum amount equal to the current market value of the goods based on their condition at the time of return or repossession and after deducting all

costs and expenses of the company in having the goods returned or repossessed and subject also to any right of set off the Company may have in respect of other sums owing by the Customer to the Company.

DELIVERY:

We cannot be held liable for any circumstances that prevent our nominated carriers from delivering these goods, that are outside of our control once the consignment has left the companies premises and been accepted on the carrier's manifest. Standard UK delivery time is between 3-7 days. Deliveries to other parts of the country vary up to 10 days. Overseas orders may take considerably longer. We cannot be held responsible for unforeseen delays by the courier: e.g. traffic or bad weather, or circumstances .. etc.

