

WARRANTY (24 months / 50,000 km / 30,000 miles)

- 1. Subject as provided below, the Company warrants all Goods supplied by it to be free from defects in material and workmanship for a period which is the lesser of twenty four months from collection by or delivery to the Customer or its agent or 30,000 miles use (verified to the satisfaction of the Company). The Company's entire liability under such warranty shall be limited to replacing or issuing credit at its sole discretion, for any Goods which have been returned within 30 days of discovery of any defects by the Customer, carriage paid, to the Company and for which the Customer has completed a Company warranty claim form and labelled the Goods sufficiently.
- 2. All other conditions, warranties and representations, express or implied whether under Common Law, Statute or otherwise (including, without limitation any condition as to merchantability or fitness for any purpose) are hereby excluded so far as permitted by law. No addition thereto or variation shall apply unless specifically agreed in writing by the Company.
- **3.** Any warranty claims submitted for engine components which rely on lubrication to operate must be accompanied by a 120ml oil sample from the affected engine.
- 4. The Company shall in any case, incur no liability under this warranty for:
- (i) any Goods not returned in the time and manner set out above;
- (ii) any Goods in which the alleged defect is found upon examination to have been caused in whole or in part by failure to follow manufacturer's instructions, misuse, neglect, overload, unsuitable lubricant, improper installation or repair, alteration or accident;
- (iii) any Goods which are used in any form of motor competition or for performance improvement;
- (iv) any transport, installation, removal, labour or other consequential costs.
- **5.** Save as herein expressly provided, the Company shall not be liable for any losses (including without limitation loss of profit) or direct or indirect special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever whether in Contract tort or otherwise of whatsoever nature or to whomsoever or howsoever caused, arising out of out of or in connection with the supply of the Goods (including any delay in supplying or any failure to supply the Goods in accordance with the Contract or at all) or through the use or resale of any of the Goods supplied by it.
- **6.** Nothing in these Conditions shall be interpreted as excluding or restricting any legal liability of the Company from death or personal injury resulting from the negligence of the Company, its employees or agents, or restricting any of the Company's legal obligations arising under Section 12 of the Sale of Goods Act 1979 or under the Consumer Protection Act 1987.













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