



TERMS AND CONDITIONS (Consumer)

Cont/...

- 5.4. Essex Turbos shall not be liable under the standard guarantee if the vehicle to which the product is fitted is not properly serviced in accordance with the vehicle manufacturer's recommendations (but Essex Turbos is not limiting its liability in these circumstances if the fault with the product is unrelated to the improper fitting and servicing and Essex Turbos will consider each complaint on an individual basis to ascertain the cause of the fault).
- 5.5. Essex Turbos shall not be liable under the standard guarantee if the product supplied by them and/or the engine of the vehicle to which it is fitted is/are modified to increase power output (but Essex Turbos is not limiting its liability in these circumstances if the fault with the product is unrelated to the modification to increase power output and Essex Turbos will consider each complaint on an individual basis to ascertain the cause of the fault).
- 5.6. Products supplied but not manufactured by Essex Turbos are not subject to any guarantee from Essex Turbos but Essex Turbos will pass on to the customer (in so far as possible) the benefit of any guarantee given to Essex Turbos by such third parties and will (on request) supply to the customer details of the terms and conditions of such guarantees issued by such third parties but (except for the circumstances mentioned in clauses 5.4 and 5.5) Essex Turbos is not limiting its statutory liability for any fault with the product.
- 5.7. The guarantee shall not apply and no guarantee is given in relation to any product fitted to a vehicle which is used for any form of racing.

6. Limitation of Liability:

- 6.1. Essex Turbos shall only be liable for any loss of damaged suffered by you which is a reasonably foreseeable consequence of our breach of our contract.
- 6.2. Without prejudice to any of the foregoing, Essex Turbos shall not be liable for damage caused to an engine or vehicle by a failed turbocharger where such turbocharger has been used for any form of racing.
- 6.3. None of the above exclusions or restrictions of Essex Turbos liability shall apply to any claim for death or personal injury resulting from their negligence.
- 6.4. None of the above exclusions or restrictions effect your statutory rights.

7. General:

- 7.1. The contract to which these terms and conditions apply is subject to the law of England and Wales.
- 7.2. Acceptance of the product (whether by delivery to the customer or by the customer collecting the product) shall be deemed conclusive evidence of the customer's acceptance of these conditions after receiving sufficient notice of their existence.
- 7.3. The customer shall be deemed to have accepted the product once the customer has had a reasonable opportunity to inspect the product.
- 7.4. The product is not designed for the purpose of racing and Essex Turbos does not recommend the use of the product for the purpose of racing.
- 7.5. Any variation to these terms and conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by Essex Turbos Limited.
- 7.6. If any provision of these terms and conditions is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of these provisions shall continue in full force and effect as if the illegal or unenforceable provision had been eliminated from these terms and conditions.

26/05/10