



## TERMS & CONDITIONS (Business)

### SURCHARGE RATES

At Essex Turbo we believe in keeping things simple which is why you find none of our turbos are sold with a complex surcharge acceptance specification system, weighted in accordance with the old units' condition. The price of the turbo outlined in this document is the final price you will pay.

We do however, ask that you pay a fully refundable surcharge if you request a unit to be shipped from stock in advance of your old unit being returned to us. Please remember this is a fully refundable deposit upon the old units return to us within three weeks of purchase and is not weighted against condition.

### 1. Definitions:

1.1. In these terms and conditions the following definitions shall apply:

- "the customer" means the person who buys or agrees to buy the product from Essex Turbos or its agent;
- "Essex Turbos" means Essex Turbochargers limited;
- "unit" means a complete turbocharger assembly ready to be fitted to an engine;
- "old unit" means a used unit removed from an engine;
- "person" means a person whether natural or legal;
- "product" means a unit or any other product manufactured by Essex Turbos for use in cars and light vans as listed in Essex Turbos Exchange Turbo Catalogue which is current at the time of the relevant sale or any other goods supplied to the customer by Essex Turbos.

The masculine includes the feminine.

### 2. Payment:

- 2.1. Payment becomes due immediately upon the date of invoice. No credit shall be given.
- 2.2. The price is exclusive of VAT which shall be due at the rate ruling at the date of sale.

### 3. Exchange product:

- 3.1. Essex Turbos will not accept old units for exchange unless they meet the following specifications:
  - (i) the old unit must be complete and not dismantled in any way (unless otherwise agreed by Essex Turbos);
  - (ii) the old unit must not have suffered deliberate or negligent damage (unless agreed by us).

### 4. Surcharge:

- 4.1. Where it is agreed at the time of sale that an old unit will form part of the consideration provided by the customer and the old unit is not provided by the customer to Essex Turbos at the time of sale a surcharge shall be payable by the customer. The amount of such surcharge will be provided at the point of sale. Such surcharge shall be refunded by Essex Turbos to the customer provided that the old unit which is agreed will form part of the consideration is provided by the customer to Essex Turbos within 2 weeks of sale and provided that such old unit meets the specifications in clause 3 of these terms and conditions at the time it is so provided.

### 5. Guarantee:

- 5.1. In the event of the product proving defective during the period of guarantee owing to faulty material or workmanship, subject to these terms and conditions and subject to the terms set out in Essex Turbos warranty card, Essex Turbos shall at its option either supply a replacement product or repair such defective product free of charge ("guarantee").
- 5.2. The period of guarantee is 24 months from the date of delivery of the product.
- 5.3. The guarantee is between Essex Turbos and the customer extending to the first end-user of the initial sale ("first end user"). In the event that the first end-user sells the vehicle or engine to which the product is fitted, the benefit of the unexpired part this guarantee does not automatically pass to the new owner. In order to transfer the benefit of the unexpired part of this guarantee to the owner the first end-user must apply in writing to Essex Turbos providing the name and address of the new owner and Essex Turbos may then at its discretion extend the benefit of the unexpired part of this guarantee to that new owner.

#### Our full range of Fact Sheets include:

- ✓ Terms & Conditions - Business
- ✓ Terms & Conditions - Consumer
- ✓ BMW Engine Breather Assembly Issue
- ✓ Electronic Actuator
- ✓ VNT Technology
- ✓ VSR Balancing Machine
- ✓ Finding Your Part Number
- ✓ Motorsport (Company Evolution)

#### Get in touch:

- ✓ Phone: +44 (0)1376 503350
- ✓ Website: [sales@essexturbos.com](mailto:sales@essexturbos.com)
- ✓ Email: [sales@essexturbos.com](mailto:sales@essexturbos.com)





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- 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.
- 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.
- 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.
- 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. Save as expressly provided herein all representations, conditions, warranties and terms whether express or implied by common law, statute or otherwise, as to quality, condition or fitness for any purpose of the products supplied by Essex Turbos are excluded.
- 6.2. The receipt of information from the customer and the delivery by Essex Turbos of the products specified in any order does not in any way imply a term that the goods will be suitable for the purposes disclosed.
- 6.3. In no event shall Essex Turbos be liable for any direct or indirect or consequential or other loss or damage of any kind, whether arising out of the contract of sale or the manufacture or fitting or use of goods supplied by them, or howsoever caused, nor for any diminution in the value of other property or components howsoever arising consequent upon or resulting from the use of the products.
- 6.4. Without prejudice to any of the foregoing, the liability of Essex Turbos whether arising in contract or in negligence or otherwise shall not in any event include damages for the cost of labour in removing and refitting any product.
- 6.5. Without prejudice to any of the foregoing, the liability of Essex Turbos whether arising in contract or in negligence or otherwise shall not in any event include damages for loss of use or travel expenses.
- 6.6. Without prejudice to any of the foregoing, the liability of Essex Turbos whether arising in contract or in negligence or otherwise shall not in any event include damages for loss of profit.
- 6.7. Without prejudice to any of the foregoing, the liability of Essex Turbos on any claim for loss or liability arising out of or connected with any order, or manufacture, sale, delivery, resale or use of any goods covered by any such order (including loss or liability arising from breach of contract and/or negligence) shall in no case exceed the unit price of such goods or parts thereof involved in the claim.
- 6.8. Without prejudice to any of the foregoing, Essex Turbos shall not be liable for personal injury or for damage caused to an engine or vehicle by a failed turbocharger where such turbocharger has been used for any form of racing.
- 6.9. 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.

### 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 delivery of the product shall be deemed conclusive evidence of the customer's acceptance of these conditions.
- 7.3. The customer shall be deemed to have accepted the product twenty four hours after delivery to him.
- 7.4. 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.
- 7.5. These terms and conditions shall apply to all contracts for the sale of products between Essex Turbos and the customer notwithstanding and to the exclusion of any terms and conditions which the customer may purport to incorporate under any purchase order, letter of order, confirmation or order or similar document.
- 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.

### Returns Policy:

- If for any reason you change your mind about your purchase, such as an incorrect diagnosis of the fault, you may return the turbocharger for a refund within 14 days of receipt as long as it has not been fitted to the vehicle or damaged in any way. Once the item is received, you will be refunded, minus a fifteen percent (15%) administration charge.
- You will be responsible for postage when mailing the item back to our mailing address, which can be found on the top of our invoice or at the website 'contact us' page.
- To insure your return is processed in a timely manner, please include your invoice number and reason for return along with the item itself.

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