

These terms and conditions together with the documents referred to in them tell you the basis on which we will supply to you our goods ("**Goods**") and services ("**Services**"). Please read these terms carefully before ordering any Goods or Services from us. By ordering any of the Goods or Services, you agree to be bound by these terms.

IN PARTICULAR WE DRAW YOUR ATTENTION TO CLAUSE 21 BELOW WHERE WE LIMIT OUR LIABILITY TO YOU.

You should retain a copy of these terms for future reference.

1 INFORMATION ABOUT US

- 1.1 The Goods and Services are provided (and/or promoted as per clause 6) by Euro Car Parts Limited and may be provided under our brand LKQ Coatings t/a Euro Car Parts Limited ("**we/us/our**").
- 1.2 We are registered in England and Wales and have our registered office and main trading address at Euro House, Fulton Road, Wembley Industrial Estate, Wembley, Middlesex, HA9 0TF.
- 1.3 Our company number is 2680212 and our VAT registration is 766 4369 89.
- 1.4 Our group of companies includes our subsidiaries and holding company and those owned by our holding company in accordance with section 1154 of the Companies Act 2006 ("**Group of Companies**")

2 YOUR STATUS

- 2.1 By placing an order with us, you warrant that:
 - 2.1.1 you are legally capable of entering into binding contracts;
 - 2.1.2 you are a **Consumer** (not a business, trade, profession or acting in the capacity of a director, sole trader or partner) and you are at least 18 years old;
 - 2.1.3 the information you provide to us during the process of placing an order for Goods and/or Services is accurate, complete and not misleading.
- 2.2 You acknowledge that clause 5 does not apply unless you are purchasing Goods and/or Services by mail order or from our website (excluding click and collect) as a consumer (in other words, other than in the course of a business, trade or profession) ("**Consumer**");

3 APPLICATION

- 3.1 These terms and conditions apply to all sales of Goods and/or Services provided by us to you.
- 3.2 If you are purchasing Goods and/or Services via our website, subject to clause 5, no contract for the supply of Goods and/or Services ("**Contract**") will come into existence until we despatch the Goods, send you an email confirming that your Goods have been despatched or start performing the Services (whichever is the earlier).

- 3.3 If you purchase Goods and/or Services by any means other than via our website, the Contract will not come into existence until either your order (however given) is accepted by the earliest of our written acknowledgement of order, delivery of the Goods or performance of the Services.
- 3.4 Each order for Goods and/or Services by you to us will be deemed to be an offer by you to purchase Goods and/or Services subject to these terms. Each order placed by you to us for Goods and/or Services and accepted by us will constitute a separate contract.
- 3.5 You must ensure that the terms of your order and any applicable specification are complete and accurate.
- 3.6 These terms will be incorporated in the Contract to the exclusion of all other terms and conditions. They supersede all prior dealings, negotiations, representations or agreements between us in respect of the subject-matter of the Contract whether written or oral.
- 3.7 No variation or amendment of this Contract will be valid unless in writing and signed by you and our authorised representative.

4 **GOODS AND SERVICES**

- 4.1 All brochures, specifications, drawings, catalogues, particulars, shapes, descriptions and illustrations, application guides and information, price lists and other advertising matter are intended only to present a general idea of the Goods and Services described in them and the images of the Goods on the website or otherwise are for illustrative purposes only.
- 4.2 We reserve the right to deliver Goods of a modified design provided that any difference does not make the Goods unsuitable for any purpose you have made known to us.
- 4.3 The Goods will conform in all material respects to any sample provided to and accepted by us. The Goods and Services will conform in all material respects with any specification provided to and accepted by us. We reserve the right to amend any design or specification without prior notification provided that it does not adversely affect the performance of the Goods and Services.
- 4.4 We cannot guarantee that the appearance and/or colours of Goods (including without limitation paint) shown on the website or otherwise exactly reproduces the appearance and/or colours of the physical Goods themselves. Natural products may show some colour variations against your vehicle colour (whereby such colour may have been distorted due to weather conditions). ECP agrees to provide a specifically mixed paint product, you agree to check the accuracy and suitability of such product and use in accordance with any manufacturer's guidance and instructions provided.
- 4.5 Please note that tools used to identify mixed paint products via printed samples or the manufacturer's identification code or electronically analysed either through the website and/or in-store ("Colour Identification Tools") indicate the approximate colour of the product only, and are not representative of other characteristics such as the quality, durability or sheen of the eventual product purchased..
- 4.6 We recommend that you apply the mixed paint product (refer to clause 4.4 and 4.5 above) to a test card to compare to the actual surface to be painted before undertaking your vehicle bodywork and use in accordance with the manufacturer's instruction and/or guidance. This will give you a stronger indication of the appearance of the actual colour, which can be affected by the substrate of the eventual surface, size and lighting of the room.

- 4.7 All Goods supplied by us are subject to availability. We reserve the right in the event that we cannot supply you with the Goods that you have ordered, to supply you with substitute goods of equivalent or matching quality. In the event that you do not accept such substitute goods, we shall arrange and be responsible for the cost of collecting such substituted goods from you; subject to the goods being in the condition as provided at clause 6.5.3 and 16.4..2.
- 4.8 We retain all copyright and title to all documentation relating to Goods delivered to you by us. This documentation may only be used for the purposes intended in the Contract and not for any other purpose without our permission. It must be returned on demand.
- 4.9 Technical specifications are approximations unless specifically stated otherwise.
- 4.10 You will not remove, alter, deface, obfuscate or tamper with any of the trademarks, names or numbers affixed to or marked on the Goods nor allow anyone else to do so.
- 4.11 If the Goods are manufactured in accordance with any design or specification provided or made by you, you will compensate us in full on demand for all claims, expenses and liabilities of any nature in connection with them, including any claim, whether actual or alleged, that the design or specification infringes the rights of any third party.
- 4.12 We prohibit the audio or video recording of on-site professional or technical Services, or training and consultancy without the prior written consent of us.

5 **CONSUMER RIGHTS – RIGHT TO CANCEL**

Clause 5 only applies if you are a Consumer AND purchasing Goods and/or Services by mail order or from our website (www.eurocarparts.com). Where you use purchase Goods in-store or use our click and collect facility, your purchase will take place in-store and this clause 5 shall not apply.

- 5.1 In accordance with the **Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013** you have the right to cancel the Contract (subject to clause 5.8 below) for any item bought on the Website for a full refund within 14 days without giving any reason. The cancellation period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last Good(s).
- 5.2 To exercise the right to cancel email customer services on custservice@eurocarparts.com, or call 0203 474 0500, or write to us at Euro Car Parts Ltd Euro House, Fulton Road, Wembley Industrial Estate, Wembley, Middlesex HA9 0TF to inform us of your decision to cancel your order by a clear statement (setting out your name, geographical address, order number and, where available, your telephone number and an e-mail address). You may use the [attached model cancellation form](#), but it is not obligatory. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- 5.3 If you cancel the Contract under this clause 5, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us). **Please take reasonable care of the goods as we are entitled to deduct an amount from the refund to**

reflect any loss in value of the goods supplied, if the loss is the result of unnecessary handling of the goods by you.

- 5.4 We will make the reimbursement without undue delay, and not later than –
- 5.4.1 14 days after the day we receive back from you any Goods supplied, or
 - 5.4.2 (if earlier) 14 days after the day you provide evidence that you have returned the Goods, or
 - 5.4.3 if there were no Goods supplied, 14 days after the day on which we are informed about your decision to cancel the Contract.
- 5.5 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. We may withhold reimbursement until we have received the Goods back or you have supplied evidence of having sent back the Goods, whichever is the earliest.
- 5.6 You shall send back the Goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from the Contract to us. The deadline is met if you send back the Goods before the period of 14 days has expired. You will have to bear the direct cost of returning the Goods.
- 5.7 If you are responsible for the costs of return and we are collecting the Goods from you, we will charge you the direct cost to us of collection. We charge a flat fee of £3.45 for collection.
- 5.8 The right to cancel does not apply to the following kind of contracts:
- 5.8.1 Contracts for the supply of Goods that are made to the Consumer's specifications or are clearly personalised.
 - 5.8.2 Contracts for the supply of Performance Goods as further detailed at Clause 14.
 - 5.8.3 Contracts for the supply of Goods which are liable to deteriorate or expire rapidly.
 - 5.8.4 Contracts for the supply of sealed Goods which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery.
 - 5.8.5 Contracts for the supply of goods which are, after delivery, according to their nature, inseparably mixed with other items (such as paint).
 - 5.8.6 Contracts for the supply of sealed audio or sealed video recordings or sealed computer software which were unsealed after delivery; and
 - 5.8.7 Contracts for the supply of a newspaper, periodical or magazine with the exception of subscription contracts for the supply of such publications.
 - 5.8.8 Our goodwill guarantee. Please note, these terms reflect the goodwill guarantee offered by Euro Car Parts Limited of Euro House Fulton Road Wembley HA9 0TF to its UK Consumers, which is more generous than your legal rights under the Consumer Contracts Regulations in the ways set out below. This goodwill guarantee does not affect your legal

rights in relation to faulty products (see clause 15.2) or misdescribed products (see clause 16.3):

Right under the Consumer Contracts Regulations 2013	How our goodwill guarantee is more generous
14 day period to change your mind.	365 day period to change your mind.

- 5.9 We shall have no liability for incorrect Goods purchased by you online for foreign registered cars once the cancellation period in this clause 5 lapses. To minimise the purchase of any incorrect Goods we advise that customers with foreign registered vehicles call our specialist sales staff on 0208 956 5175 or send an email to partsrequest@eurocarparts.com, who will offer guidance to customers in respect of the suitability of any Goods prior to purchase.
- 5.10 You may also cancel an order for Services within 14 days after the day we email you to confirm we accept your order. However, once we have completed the Services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the Services provided up until the time you tell us that you have changed your mind.
- 5.11 Nothing in this clause affects your statutory rights.

6 PROMOTIONS AND INCENTIVES

- 6.1 On occasions we will offer promotional codes and discounts herein described as 'Promotional Codes' (including without limitation discounts, offers, promotions, prize draws, vouchers, competitions etc.) via different channels to new and/or existing customers.
- 6.2 By using any Promotional Code, you are agreeing to the following;

6.3 General Terms of usage

- 6.3.1 A Promotional Code may only be redeemed online at our website www.eurocarparts.com. Discounts and/or free items cannot be redeemed in-store, via telephone or mail order unless expressly advertised.
- 6.3.2 A Promotional Code cannot be used in conjunction with any other offer, discount or promotion. Only one Promotional Code can be used per transaction/household.
- 6.3.3 A Promotional Code is redeemed by entering such code at the appropriate point on the online purchase order process for a qualifying purchase or in the case of discounts, vouchers and/or free items, as expressly advertised.
- 6.3.4 A Promotional Code is not exchangeable for cash and is not to be used in conjunction with any other offer, discount or promotions. The Promotional Code cannot be used for the purchase of gift vouchers and/or gift cards.
- 6.3.5 The Promotional Codes are non-transferable and non-refundable.

- 6.3.6 The Promotional Codes are not available to employees of Euro Car Parts Limited or any other associated companies.
- 6.3.7 We accept no responsibility for Promotional Codes that are illegible, lost, delayed or damaged during any such promotion, on any media or channel delivered via or electronically on the website. Promotional Codes not submitted in accordance with these Terms, or incomplete, illegible, expired or otherwise defective shall be rejected and/or disqualified and our decision is final.
- 6.3.8 By entering any such Promotional Code, all participants agree to participate in any publicity arising from any awards, free offers etc. and we reserve the right to feature the name, photograph and location of the participant in any future marketing materials, website publications, promotions or competitions and you consent to the same.
- 6.3.9 By entering any such Promotional Code, your personal data will be held by Euro Car Parts Limited for the purpose of administering any Promotional Code and contacting you in relation to the same.

6.4 **Period Of Use**

- 6.4.1 A Promotional Code is only valid during the period identified and on the dates and for the products specified in the media it was delivered in.
- 6.4.2 If no period is specified above, the Promotional Code shall be valid for no longer than 3 days from launch.
- 6.4.3 We reserve the right to (i) cancel or withdraw any Promotional Code, (ii) refuse to allow any customer to participate in the Promotional Code, (iii) decline to accept orders where, in its opinion the Promotional Code is invalid for the order being placed (iv) exclude any single or group of products from any general promotion (such excluded products can be found during the online order process at the relevant checkout stage upon entry of the Promotional Code, or prior to your purchase by emailing: webteam@eurocarparts.com) and (v) amend this clause 6 (and we will use reasonable endeavours to notify changes to participants).

6.5 **Returns of products or cancellation of order**

- 6.5.1 Your right to cancel under clause 5 shall apply to any Goods ordered and/or received by use of a Promotional Code.
- 6.5.2 In the case of a free item being offered, all items are subject to availability and we reserve the right to substitute such free item for any reason, for that of similar quality and value.
- 6.5.3 In the case of a returned order, any free items must be returned as new, at the same time in its original packaging and the product documentation, with proof of the Promotional Code used and at your own cost and risk. The Goods must not have been used and, where applicable, must not have been removed from the sealed clear packaging. This includes electrical items, which are supplied in sealed clear packaging. Failure to return the item as new, or in part, whole or at all, then we reserve the right to deduct the full price of the free part from your credit.

- 6.5.4 In the case of a credited part or order, only the amount paid (less the cost of any free item if applicable) will be credited.
- 6.5.5 Where the redemption of a Promotional Code is subject to a minimum spend requirement, redemption is only permitted in respect of the purchase of the qualifying products (as communicated to you when issuing the Promotional Code).
- 6.5.6 Where a Promotional code has been communicated via email the Promotional Code is non-transferable and the email address provided with the order must be the same as the email address to which the Promotion was sent.

6.6 Where there is any conflict in this clause 6 with any other terms whatsoever attached to any other advertising material in respect of such Promotional Code, this clause 6 shall apply. This clause 6 shall only apply to Promotional Codes and Goods or Services purchased by you using such Promotional Codes and the remaining clauses shall continue to apply otherwise.

7 **PRICES**

7.1 Subject to clause 7.2, the prices of the Goods and Services will be as quoted in our marketing literature from time to time except in cases of error (see clause 7.2.2). The prices may be altered at any time without notification to take into account any increase in our costs (including but not limited to the cost of materials, labour, transport or other overheads, any tax, duty or variation in exchange rates).

7.2 For Goods and Services purchased via our website, the price you pay is the price displayed on this website at the time we receive your order apart from the following exceptions:

7.2.1 For Goods reserved online via our click and collect facility or via any other reservation service the price you pay is the price on the day of collection;

7.2.2 While we try and ensure that all our prices on our website are accurate, some prices may be incorrectly listed. If we discover an error in the price of the Goods you have ordered we will inform you as soon as possible and offer you the Goods at the correct price. We are under no obligation to provide Goods or Services to you at an incorrect, lower price, even after we have acknowledged your order or despatched the Goods or started performance of the Services. If we cannot contact you, we will treat the order as cancelled. If payment has been made and you wish to cancel your order, you will receive a full refund of the price paid;

7.2.3 Please note that the prices payable for Goods and Services in-store may vary from those stated on our Website

7.3 Where there is no error in our pricing as per clause 7.2.2 or otherwise, the prices that you pay for the Goods and Services will be those ruling (in the case of Goods) at the date of despatch of the Goods or (in the case of Services) our confirmation of the start date of the Services.

7.4 We list prices as both inclusive and exclusive of VAT. All prices are exclusive of any other sales tax or duty that may be applicable which will be payable in addition to the price unless otherwise stated.

7.5 Unless otherwise specified, the delivery costs (if any) will be quoted at the time you place your order for Goods. The entire cost of any other mode of transport or any special deliveries other than the standard delivery service we offer, will be borne by you, as will delivery to locations outside of the United Kingdom.

7.6 No allowance will be credited for Goods collected from our premises by you rather than delivered by us.

8 **QUOTATIONS**

8.1 Unless otherwise stated all quotations are valid only for 30 days from their date of publication.

9 **PAYMENT**

9.1 Payment of Goods and Services will be made in full to us without deductions or set-off in cash/guaranteed cheque/credit or debit card when an order is placed.

9.2 We reserve the right to charge a credit card surcharge if you elect to pay us by credit card.

9.3 Payments by credit or debit card will only be accepted where the card holder is present in person at our premises or where the card in question has been verified on our Website.

9.4 Without prejudice to any other rights that we may have (including the right to suspend any further deliveries or installation), if you fail to pay the invoice price by the due date to us or to any of our Group of Companies we may charge you interest on any overdue amount from the date of which payment was due to that on which it is made (whether before or after judgment) on a daily basis in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and reimburse to us all costs and expenses (including legal costs) incurred in the collection of any overdue amount.

9.5 If you only make a part payment towards any invoice or for any debts owed to us or our Group of Companies then we are required to allocate your payment in equal proportions to the amounts outstanding and you cannot choose how the payment is allocated. We may at our sole discretion apply the money that you have paid against invoices raised or debts due to us in the order in which they occurred (being against the oldest debt first).

9.6 All cheques provided to us by customers who do not hold a credit account with us are approved for acceptance by our appointed agents. In the event of a cheque not clearing by our bank and being represented or returned to the drawer, our appointed agents shall contact you and will charge a fee of a minimum of £75 for each cheque so returned to cover bank charges and administration costs. Our agents may apply additional charges and/or vary their charges from time to time and any charges applied will have to be paid by you. For all cheques provided to us by customers with credit accounts, which when cashed by us, are not cleared by our bank and are being represented or returned to the drawer, we shall charge £25 for each cheque so returned to cover our bank and administration charges. To avoid the aforementioned charges we advise that you have the sufficient and cleared funds in your account when making any payment to us.

10 **DELIVERY**

10.1 The Goods are delivered to you when we make them available to you at a delivery point agreed by us.

- 10.2 You have legal rights if we deliver any of the Goods ordered late. If we miss the delivery deadline for any Goods then you may treat the Contract as at an end straight away if any of the following apply:
- 10.2.1 we have refused to deliver the Goods;
 - 10.2.2 delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
 - 10.2.3 you told us before we accepted your order that delivery within the delivery deadline was essential.
- 10.3 If you do not wish to treat the Contract as at an end straight away, you can give us a new deadline for delivery, which must be reasonable, and you can treat the Contract as at an end if we do not meet the new deadline.
- 10.4 If you do choose to treat the Contract as at an end for late delivery under clause 10.2, you can cancel your order for any of the Goods or reject Goods that have been delivered. If you wish, you can reject or cancel the order for some of those Goods (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled Goods and their delivery. If the Goods have been delivered to you, you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call customer services on 0203 474 0500 or email us at custservice@eurocarparts.com to arrange collection.
- 10.5 Time of delivery will not be of the essence and any delivery date is an estimate only. We will use all reasonable endeavours to avoid late deliveries.
- 10.6 The quantity of any consignment of Goods as recorded by us upon despatch from our place of business will be conclusive evidence of the quantity received by you on delivery unless you can provide conclusive evidence proving the contrary.
- 10.7 Our liability for non-delivery of the Goods will be limited to, at our discretion, replacing the Goods within a reasonable time, issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods or a refund of the purchase price paid.
- 10.8 Any claim that any Goods have been delivered damaged or do not materially comply with their description will be notified by you to us and (where appropriate, to the carrier) within 7 days of their delivery. Provided that you return such Goods to us in accordance with clause 15, we will at our sole discretion replace such Goods, issue you with a credit note for the price of such Goods or refund the price paid for such Goods. The provisions of this clause 10.8 set out your sole remedy in such circumstances.
- 10.9 Any claim that any Goods have not been delivered to you by us or our appointed carriers where we claim we have delivered the same to you, or left the Goods in a safe place or delivered the Goods to your neighbour and/or our appointed carriers have obtained a signature for the delivery of the Goods (from any of the above (where applicable), such claim must be notified by you to us within 7 days of their expected delivery. We shall then liaise with our carrier and/or our driver and we may require copies of two forms of personal identification documents from you (such as passport, driving licence,

bank card etc.) or any third party. Once we have reviewed all documentary evidence and statements from the relevant drivers we shall then come back to you within a reasonable timescale of our decision (to replace such Goods, issue you with a credit note for the price of such Goods, refund the price paid for such Goods or to not provide any of the aforementioned) which shall be final and binding. The provisions of this clause 10.9 set out your sole remedy in such circumstances.

10.10 We may at our discretion deliver the Goods by instalments in any sequence. Where the Goods are delivered by instalments, no default or failure by us in respect of any one or more instalments will vitiate the Contract in respect of the Goods previously delivered or undelivered Goods.

10.11 If you fail to take delivery of the Goods or accept performance of the Services or any part thereof at the time agreed for delivery then we will be entitled to cancel or suspend such delivery and all other outstanding deliveries and to charge you for the reasonable loss suffered.

11 UNLOADING

11.1 It is your responsibility to provide the means for unloading Goods on delivery unless agreed by us in writing otherwise. We will inform you in advance if any special means will be required to unload the Goods at your premises.

12 STORAGE AND DISPOSAL

12.1 If you fail to take delivery of the Goods when they are ready for delivery we may, at our option, either store them ourselves or have them stored by third parties on such terms as we may in our own discretion think fit. In any event the cost of storage will be borne by you.

12.2 Where you are buying replacement electrical and electronic equipment ("Replacement EEE") as a Consumer we have certain obligations under the WEEE Regulations to take back WEEE without charge. You can return WEEE to us in accordance with the provisions below where you are buying Replacement EEE as a Consumer:

12.2.1 where you are purchasing Goods online you must return your old item to us at Euro Car Parts Limited, Fulton Road, Wembley Industrial Estate, Wembley, Middlesex, HA9 0TF. All returns are to be at your cost and are to be made within 28 days of purchase of the Replacement EEE; and

12.2.2 where Goods are purchased from one of our stores, you must return your old item to that same store at your cost. All returns are to be made within 28 days of purchase of the Replacement EEE.

12.3 Our obligations to take back WEEE only apply to household users of electrical items. If you are a Business Customer you will need to find a local collector or waste company to dispose of your waste.

12.4 Further information on the environmental impact of WEEE and the WEEE Regulations can be found on our website at <http://www.eurocarparts.com> or <https://www.gov.uk/electricalwaste-producer-supplier-responsibilities>

13 RISK AND TITLE

13.1 Risk in the Goods passes when they are delivered to you.

- 13.2 For the purpose of section 13 of the Sale of Goods Act 1979 we will transfer only such title or rights in respect of the Goods as we have and if the Goods are purchased from a third party will transfer only such title or rights as that party had and has transferred to us.
- 13.3 Notwithstanding clause 13.2, passing of title in the Goods will remain with us and will not pass to you until the amount due under the invoice for them or any other outstanding invoice from us to you including any invoice outstanding from our Group of Companies to you (including interest and costs) has been paid in full.
- 13.4 We may maintain an action for the price of any Goods notwithstanding that title in them has not passed to you.

14 **PERFORMANCE GOODS**

- 14.1 Performance goods are supplied for specialist use and usually alter the vehicle from manufacturers' specification. They can be subject to extreme use when compared to the usual goods that we supply ("Performance Goods"). The life expectancy and durability of Performance Goods can differ to standard goods depending on the item, and therefore you should note that a claim for failure or wear of the Performance Goods shall not be entertained by us. Any warranty claims sought in relation to Performance Goods shall be strictly subject to the manufacturers' warranty terms for such items. It is also important that you know if an item falls into the category of Performance goods, for example uprated exhausts/suspension/air filters/performance brake parts. If you are unsure it is your responsibility to seek advice.
- 14.2 No liability shall be accepted by us where you attempt to modify or install Performance Goods where it is known or ought reasonably to be known by you that the Performance Goods have been incorrectly supplied or otherwise not in accordance with your order. Further, due to the stress that is placed on connected parts to which the Performance Goods are supplied, we strongly recommend that specialist advice from our experts is sought prior to purchase to ensure the Performance Goods are satisfactory for your vehicle. It is also recommended that you gain advice from a specialist garage to ensure the item purchased is suitable for your vehicle or planned use.
- 14.3 In the event that you purchase any Performance Goods, you must ensure that you are aware of the following:
- 14.3.1 Performance Goods and any modifications to your vehicle may render your motor vehicle insurance to be invalid, and may also invalidate any vehicle warranty cover you may have. We bear no responsibility on any failure by you to advise your insurers or warranty providers, or for the invalidity of such policies;
- 14.3.2 some Performance Goods are designed solely for track and race use, and it is your responsibility to ensure any alterations made to your vehicle are compliant and in accordance with legal and regulatory requirements in the UK or the country in which you use such vehicle;
- 14.3.3 Performance Goods and any modifications to your vehicle may adjust the emission output of your vehicle, and it is your responsibility to ensure that any alterations made to your vehicle are compliant with the legal and regulatory requirements for emission in the UK or the country in which you use such vehicle; and

14.3.4 it is your responsibility to ensure that any Performance Goods applied to vehicles or any modified vehicles on public roads are legal, safe and compliant with UK regulatory requirements for use on public roads.

14.4 As Performance Goods are not standard equipment, parts fitted, electrical parts or parts supplied specifically for a performance or modified vehicle cannot be returned unless deemed as faulty under the manufacturers' warranty. Therefore, Performance Goods are exempt from the 'No Quibble' option as set out in clause 15.2.2 below; and shall only be subject to the warranty provisions as contained within clause 15.2.1 below.

15 **WARRANTY**

15.1 Subject to clauses 14.1 and 15.6, each of the Goods are supplied with the benefit of a warranty given by the Goods' manufacturers (details of which will be provided to you with the Goods or otherwise on request ("**the Warranty**")) provided that you comply with the conditions set out in clause 15.2 as well as any provided with the Warranty ("**Warranty Conditions**").

15.2 If Goods become faulty during the period of the Warranty for reasons unconnected with your acts, omissions or misuse of the Goods or are qualifying Goods as per clause 15.2.2, the following two options may be applicable to you (subject to clause 15.6):

15.2.1 notify us in writing and/or by completing a warranty claim form (including a description of the fault) and return such Goods to us. Such Goods shall be returned to the manufacturer for review and testing. Based on the manufacturers' opinion and further subject to clause 15.5 and 15.6, we will repair, (or at our sole option) replace such Goods with the same or superior Goods, without charge or not provide any of the aforementioned. The manufacturer's opinion shall be final and binding and we shall have no further liability to you. If Goods become faulty after expiry of the Warranty, and you request that we replace or repair such Goods, then we shall charge our then standard list price for such repair or replacement; or

15.2.2 certain Goods qualify for our 'No Quibble' exchange policy (details of which Goods qualify can be found in-store). Should the Goods you purchased qualify and comply with our Warranty Conditions, they can be exchanged for an immediate replacement of the same Goods purchased (for the avoidance of doubt, no other goods can be exchanged for the Goods purchased and only a like for like exchange will be accepted) and we shall waive our right to have the Goods previously purchased by you and returned for exchange, to be tested. You must note that should you opt for the No Quibble exchange, we will return the Goods purchased to the manufacturer and/or have them destroyed, and you will have no rights to make any further claims (such as those listed within clause 21.4) in relation to the Goods returned. You will need to complete a warranty claims form (which will be provided in-store) confirming your acceptance to our 'No Quibble' exchange policy.

15.3 Your sole remedy in respect of a failure of the Goods to comply with the Warranty is as set out in the Warranty Conditions.

15.4 We will be afforded reasonable opportunity and facilities to investigate any claims made under the Warranty and you will if so requested in writing by us promptly return any Goods the subject of any claim and any packing materials securely packed and carriage paid to us for examination.

15.5 We will have no liability with regard to any claim in respect of which you have not complied with the claims procedures in the Warranty Conditions.

15.6 The above warranty is given by us subject to us having no liability in respect of any defect arising from wear and tear, wilful damage, negligence, tampering of the Goods, incorrect fitting of the Goods by you and/or a third party, abnormal working conditions, failure to follow our and/or the Goods' manufacturers' instructions (whether oral or in writing), misuse or alteration or repair of the Goods without our approval.

16 **REFUNDS POLICY**

16.1 If you are exercising your right to change your mind in accordance with Clause 5:

16.1.1 We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the Goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the Goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

16.1.2 The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost or free but you choose to have the Goods delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

16.2 Where the product is a service, we may deduct from any refund an amount for the supply of the Service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, 14 days of you telling us you have changed your mind, subject to the following:

16.2.1 When you return Goods to us:

16.2.2 which are outside the terms of Clause 5 and are returned in-store, via the Website or otherwise and are incorrectly supplied or the Goods have been misdescribed to you, provided the Goods are returned as new in their original packaging, these items shall be refunded, exchanged or replaced if they are returned within 365 days in comparison with the full coverage of the contract.

16.3 We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

16.3.1 If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the Goods back from you or, if earlier, the day on which you provide us with evidence that you have sent the Goods back to us. For information about how to return Goods to us, see clause 5.

16.4 In all other cases, your refund will be made within

16.4.1 14 days of date of purchase of the Goods and proof of purchase is supplied; and

16.4.2 for any other reason (outside the terms of Clause 5), we will examine the returned Goods and will either notify you in-store (if the Goods were bought from one of our branches and returned to our branch only), in writing or via e-mail within a reasonable time of the refund (if any at all) to which you are entitled. We will usually process the refund due to you as soon as possible thereafter. For any entitlement of a refund to be due to you, the returned Goods must be in the same condition in which you received them with the original packaging and the product documentation. The Goods must not have been used (such as any smell of without limitation fuel, toxins or rubber shall invalidate any refund due to you) and, where applicable, must not have been removed from the sealed clear packaging. This includes electrical items, which are supplied in sealed clear packaging. Goods returned to us because they fail to comply with the Warranty will be refunded in accordance with the provisions of the Warranty Conditions

16.5 We will pay the costs of return:

16.5.1 if the Goods are faulty (as per clause 1.3) or misdescribed as per clause 16.3;

16.5.2 if you are ending the Contract because we have told you of an upcoming change to the Goods or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong; or

16.5.3 on occasions, in accordance with Clause 5.

16.6 "Special Order" means any Goods that are not held in stock by us (a non-stock item) and are therefore ordered and/or manufactured specifically as per your request. Payment in full is required for such Special Orders at the time the Special Order is placed with us. Special Orders that are manufactured specifically as per your request are non-refundable except at our sole discretion or if the Contract is cancelled as per the terms of Clause 5. In such instance only We reserves the right to apply a restocking fee of 25% of the price of the Special Order, which shall be deducted from any refund due to you."

16.7 We will normally refund any money received from you using the same method originally used by you to pay for your purchase

17 **EXCHANGE UNIT SURCHARGES**

17.1 Where service exchange units are purchased, you will be invoiced with a sum referred to as a "surcharge" which is in respect of the old unit that you may return to us. If the old unit is returned within 7 days from the delivery date a credit note will be issued by us in respect of the "surcharge" provided that the old unit is identical to the unit purchased and in a condition in our sole discretion that enables it to be re-manufactured.

18 **SERVICES**

18.1 We will perform the Services with reasonable care and skill.

18.2 If we fail to perform the Services in accordance with clause 18.1 or at all, then your sole remedy will be for the re-performance of those Services by us.

18.3 Any timescales given by us to you in respect of the performance of the Services are approximate only.

19 **INSTALLATION**

19.1 If the Services include installation services we will provide detailed instructions to you about site preparation and other requirements required during the installation.

19.2 If you fail to fully comply with the requirements in clause 19.1, we reserve the right to charge you for any additional work required as a result or if we are unable to complete the installation.

20 **SUPPORT AND MAINTENANCE**

20.1 The provisions of this clause 20 will only apply if the Services purchased by you include the provision of support and maintenance services.

20.2 We will provide you with such technical advice by telephone, e-mail, fax, and web access during our normal business hours for the duration of the period for which you purchase such Services ("**Cover Period**") as is reasonably necessary to resolve your difficulties and queries in using such goods supplied to you and identified by us. The objective of this service is to provide an initial advice and guidance service. It is not a substitute for management consultancy, project management, implementation control, system consultancy, or product training and is available only to your competent trained employees.

20.3 You will:

20.3.1 provide us with such information, assistance and facilities as we may reasonably require to enable us to perform the Services set out in this clause 20; and

20.3.2 direct all enquiries for technical advice to our helpdesk number notified to you from time to time.

20.4 The support and maintenance services do not apply:

20.4.1 to the extent that you failed to follow any instructions relating to the operation, use and maintenance of the Goods (and where you install the Goods, instructions as to installation of the Goods);

20.4.2 to the extent that the query arises from user incompetence, abuse, improper use or use in an environment or for a purpose for which the Goods were not designed or intended;

20.4.3 if you or other third party alters or repairs the Goods without our written consent; or

20.4.4 to the extent that the query is attributable to third party materials including any equipment to which the Goods are incorporated which is not provided by us.

20.5 You will pay any additional charge levied by us, at our then prevailing rates, for support and maintenance services provided at your request but which fall within the exclusions in clause 20.4.

20.6 The Services referred to in this clause will run for the Cover Period and will (unless terminated earlier in accordance with these terms) continue thereafter unless or until terminated by either party serving

no less than 90 days' prior notice on the other, such notice to expire on the last day of the Cover Period or subsequent anniversary thereof. We reserve the right to vary the fee payable for such Services on or before each anniversary of commencement of the Cover Period.

21 LIMITATION OF LIABILITY

21.1 Subject to the provisions of these terms, the following provisions set out the entire financial liability of us (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you in respect of:

21.1.1 any breach of these terms; and

21.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

21.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979 (as amended)) are, to the fullest extent permitted by law, excluded from the Contract.

21.3 Nothing in these terms excludes or limits our liability:

21.3.1 for death or personal injury caused by our negligence;

21.3.2 under section 2(3) of the Consumer Protection Act 1987;

21.3.3 for fraud or for fraudulent misrepresentation; or

21.3.4 for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

21.4 Subject to clause 21.3, we will not be liable to you for:

21.4.1 any indirect or consequential, special or punitive loss, damage, costs or expenses;

21.4.2 loss of profit;

21.4.3 loss of business;

21.4.4 loss of income or revenue;

21.4.5 loss or corruption of or damage to data;

21.4.6 waste of management or office time; or

21.4.7 depletion of goodwill.

21.5 Subject to clause 21.3, our total liability to you under or connected with these terms will not exceed 125% (one hundred and twenty five per cent) of the price payable for the Goods and/or Services for any one event or series of connected events.

22 **TERMINATION AND SUSPENSION**

- 22.1 We may at our discretion suspend or terminate the supply of any Goods or Services if you fail to make any payment when and as due or otherwise defaults in any of your obligations under the Contract or any other agreement with us or if any of the events set out in clause 13.8 occur.
- 22.2 On the termination of the Contract for any reason:
- 22.2.1 we will not be obliged to supply any Goods and Services ordered by you unless already paid for; and
- 22.2.2 all payments payable to us under the Contract will become due immediately upon termination of this Contract despite any other provision.
- 22.3 The termination of this Contract will not affect the respective rights and liabilities of each of the parties thereto which accrued prior to such termination nor any provisions which either expressly or impliedly are to remain in operation after termination.
- 22.4 Orders accepted by us are cancellable only at our discretion and we may charge for all work carried out or expenses incurred in relation to the order before our acceptance of cancellation.

23 **ANTI - BRIBERY**

- 23.1 You shall:
- 23.1.1 comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
- 23.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 23.1.3 not induce or reward us or our directors, officers, representative, contractors or personnel to perform or improperly perform a function or activity in connection with this Contract;
- 23.1.4 not directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a function or activity in connection with this Contract, other than where a bona fide promotions and/or incentive is run by us (see clause 6 for further details on such promotions and incentives);
- 23.1.5 if you are a business, organisation, partnership, limited liability partnership or a company, have and maintain in place throughout the Contract your own policies and procedures including but not limited to adequate procedures under the Bribery Act 2010 to ensure compliance with the same and to enforce where appropriate;
- 23.1.6 promptly report to us any request or demand for any undue financial or other advantage of any kind received by us or our directors, officers, representative, contractors or personnel or any undue financial or other advantage of any kind given by us in connection with the performance of this Contract.

23.2 Without prejudice to clause 22.1, we may terminate the supply of any Goods or Services to you forthwith if you breach any of the provisions of clause 23.1 above.

24 **FORCE MAJEURE**

24.1 We will not be liable for any failure in the performance of any of our obligations under the Contract caused by factors outside our control.

25 **COMPLAINTS**

25.1 If you have any questions or complaints about any Goods or Services supplied by us, please contact us. You can telephone our consumer service team at +44 203 474 0500 or write to us at custservice@eurocarparts.com AND Euro House, Fulton Road, Wembley Industrial Estate, Wembley, Middlesex HA9 0TF. Alternatively, please speak to one of our staff in-store.

25.2 We are under a legal duty to supply Goods and Services that are in conformity with the Contract. See the box below for a summary of your key legal rights in relation to Goods and Services. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says Goods must be as described, fit for purpose and of satisfactory quality. During the expected life of your Goods your legal rights entitle you to the following:

- (i) up to 30 days: if your item is faulty, then you can get a refund.
- (ii) up to six months: if your faulty item can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- (iii) up to six years: if the item can be expected to last up to six years you may be entitled to a repair or replacement, or, if that doesn't work, some of your money back.

If your product is **Services**, the Consumer Rights Act 2015 says:

- (iv) you can ask us to repeat or fix a Service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- (v) if you haven't agreed a price upfront, what you're asked to pay must be reasonable.
- (vi) if you haven't agreed a time upfront, it must be carried out within a reasonable time

26 **ALTERNATIVE DISPUTE RESOLUTION**

26.1 In the event that you have any disputes in relation to Goods and Services purchased from us by you, then both parties shall use reasonable endeavours to resolve the dispute in good faith either via our

branches (if your purchase was made from a branch), or via our Customer Service Team (who can be contacted by email at custservice@eurocarparts.com or alternatively you call them on 0203 474 0500).

26.2 However, should any disputes not be resolved to your reasonable satisfaction in accordance with clause 26.1; you have the option, as per the Alternative Dispute Resolution for Consumer Disputes (Amendment) Regulations 2015 ("ADR Regulations") to use Alternative Dispute Resolution ("ADR") to resolve your dispute with us. ADR will allow both parties to use an independent third party to review any disputes impartially and act as an intermediary with the view to settling any disputes between us.

26.3 We have in accordance with the ADR Regulations nominated Small Claims Mediation (UK) Limited of 9A Leicester Road, Blaby, Leicester, LE8 4GR, company number 08400025 ("SCML") who are CTSI approved as our consumer ADR provider. Please note that fees are payable by both parties where disputes are resolved in accordance with ADR and **each party is to bear their own costs for this service**. Further details about the service offered by SCML, including their contact details and fees can be found at <http://www.small-claims-mediation.co.uk>.

27 **LAW AND JURISDICTION**

27.1 This Contract will be governed by English law and you consent to the non-exclusive jurisdiction of the English courts in all matters regarding it.

28 **NOTICES**

28.1 Any notice given under this Contract will be in writing and may be served personally, by registered or recorded delivery mail, by facsimile transmission (the latter confirmed by post), by email (evidence confirming the same by post) or by any other means which any party specifies by notice to the other.

28.2 Each party's address for the service of notice will be:

28.2.1 Us - the address specified in clause 1.2 or such other address and facsimile number as we specify by notice to you; and

28.2.2 You – the address and facsimile number given to us at the time an order is placed with us.

28.3 A notice will be deemed to have been served: if it was served in person, at the time of service, if it was served by post, 48 hours after it was posted, if it was served by facsimile transmission, at the time of transmission and if via email once it has been transmitted.

29 **DATA PROTECTION**

29.1 We will use personal information you provide to us:

29.1.1 to supply the products to you;

29.1.2 to process your payment for the products; and

29.1.3 if you agreed to this during the order process, to inform you about similar products that we provide, but you may stop receiving these at any time by contacting us.

29.1.4 [We may pass your personal information to credit reference agencies. Where we extend credit to you for the products we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.]

29.1.5 We will only give your personal information to [other] third parties where the law either requires or allows us to do so.

29.2 Please note that we record and monitor telephone conversations that we have with you. The sole purpose of any recording is for training and quality control purposes. Under the Data Protection Act 1998 any personal or confidential information disclosed shall not be made available to any third party (unless required by law to do so) or used for marketing purposes. Recorded conversations are deleted one month after the recording was made.

30 **GENERAL**

30.1 Each of our rights or remedies under the Contract is without prejudice to any other right or remedy that we may have whether under the Contract or not.

30.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it will to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision will continue in full force and effect.

30.3 Failure or delay by us in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of our rights under the Contract.

30.4 Any waiver by us of any breach of, or any default under, any provision of the Contract by you will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

30.5 Save as for any of our Group of Companies which shall be entitled to enforce for its own benefit any of the provisions in this Contract which expressly or by implication apply to or confer a benefit on it, neither of us intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

30.6 Subject to clause 30.8, this Contract is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract or deal in any other manner with any or all of its rights and obligations under this Contract without the prior written consent of the other party such consent not to be unreasonably withheld or delayed

30.7 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

30.8 We may assign, transfer or subcontract any or all of our rights and obligations under this Contract to a member of our group of companies without any requirement to obtain consent from you.