TERMS & CONDITIONS

1 Definitions

1.1 SCM means SCM Turbomotive Ltd, Quay Street, Huddersfield, HD1 6QX
1.2 Customer means the person or firm who buys goods or services from SCM
1.3 Goods means Turbochargers, Diesel Particulate Filters (DPF's) or Components
1.4 Services refers to the repair of Turbochargers, the cleaning of DPF's or the provision of Warranty reports

2 Basis of contract

2.1 These terms and conditions are applicable to the contract to the exclusion of any other terms that the customer seeks to impose or which are implicit by trade, custom practice or course of dealing
2.2 The order issued by the customer constitutes an offer to purchase the goods in accordance with these terms and conditions.
2.3 The customer is responsible for ensuring that the terms of the order and any applicable specification are complete and accurate.
2.4 The order is deemed to be accepted when SCM receives an order number or reference from the customer either verbally or in writing, at which point the order shall come in to existence
2.5 The contract constitutes the entire agreement between the parties and the customer acknowledges that it has not relied on any statement, promise or representation made or given to it by or on behalf of SCM which is not set out in this contract.
2.6 Any advertising material, brochures, drawings, samples or documents produced or provided by SCM are produced for illustrative purposes only and they do not form part of the contract.
2.7 Where an old unit is to be returned as part of the contract it should be returned in a timely manner, but not more than 6 months after delivery of the goods.

3 Delivery:

3.1 SCM will ensure that each delivery of goods is accompanied by a delivery note showing the date of the order, all relevant customer and SCM references, the type and quantity of the goods.
3.2 SCM will deliver the goods to the location set out in the order or such other location as instructed and agreed by both parties.
3.3 Delivery of the goods shall be considered complete once arrived at the customer's premises.
3.4 Any dates quoted for delivery are approximate only and time of delivery is not of the essence. SCM shall not be liable for any delay in delivery of the goods that is caused by a force majeure event or the customer's failure to provide SCM with adequate delivery instructions.
3.5 Failure by the carrier to deliver the goods in accordance with the service requested and paid for shall be considered a force majeure event, and it is the carrier's responsibility to locate and deliver the goods as requested.
3.6 If SCM fails to deliver the goods as requested its liability is limited to the cost of the goods as originally supplied, and SCM shall at its discretion either replace or refund the cost of the goods not delivered.
3.7 Any damage or missing items evident on delivery are to be notified to SCM within 24 hours of delivery at the latest to enable a claim to be made against the carrier. Failure to report these issues within this timescale may result in denial of a claim.

4 Prices and Payment:

4.1 All prices are quoted exclusive of VAT which will be added at time of invoicing and the customer shall pay these additional sums in respect of VAT as are chargeable in the supply of the goods.
4.2 Quotations are valid for 7 days subject to prior sale.
4.3 Cash Sales: Payment becomes due from date on the invoice and prior to despatch of the goods. If the customer pays with a credit card a surcharge will be applied at time of sale to cover card issuing authority fees. The current fees are freely available upon request
4.4 Credit account: Payment becomes due from the date on the invoice raised. Payment of such invoices should be made not later than 30 days end of the month, i.e. payment becomes due at the end of the month succeeding the month that such invoices have been raised.
4.5 If the customer exceeds these credit terms the supply of goods/services will be suspended, and the customer's account terms will be reviewed.
4.6 SCM will impose interest charges of 8% above the Bank Of England base lending rate for the duration of the outstanding debt

5 Title and risk of Goods:

5.1 It is a condition of sale that all goods supplied by SCM will remain the property of SCM and the title of such goods shall not pass to the purchaser until they have been paid for in full.
5.2 The risk in the goods shall pass to the customer on completion of delivery.

6 Reconditioned Exchange Product including surcharges:

6.1 A surcharge shall be applied to exchange product at the point of order, and shall be credited on receipt of the exchange unit. Current surcharge rates are available on request. Exchange units must be returned within 6 months of purchase to be eligible for a full surcharge refund. If an exchange unit returned does not conform to our acceptable specification all or part of that surcharge may not be refunded.
6.2 To be acceptable for exchange all old units must conform to the following specifications
6.2.1 Must be complete and in ex-engine condition, and of the correct part number.
6.2.2 Turbine shaft must not be broken and the actuator must be present.
6.2.3 Must be genuine OE, i.e. we will not credit for a copy product. Please ask for clarification if unsure
6.3 If a unit is not returned within 6 months the surcharge becomes payable immediately

7 Warranties:

7.1 The receipt of information from the customer and the delivery by the Company of the goods specified in any order does not in any way imply a warranty that the goods will be suitable for purposes disclosed. The only warranty which the Company makes is in connection with proprietary
7.2 goods supplied.
7.3 SCM guarantees its product against faulty workmanship and components as follows:

Commercial Diesel turbo, new	24 months, unlimited mileage, standard warranty
Commercial Diesel Turbo, SCM Remanufactured turbo	12 months no quibble, plus a further 12 months standard warranty, unlimited mileage
Passenger car, New	24 months or 20,000 miles, whichever occurs first, standard warranty
Passenger car, SCM Remanufactured Turbo	12 months no quibble, plus a further 12 months standard warranty, or 20,000 miles, whichever occurs first
Commercial Diesel DPF Cleaning	12 months no quibble, unlimited mileage
Commercial Diesel DPF Replacement	24 months unlimited mileage standard warranty
Passenger car, DPF Cleaning	12 months no quibble, unlimited mileage
Passenger car, DPF Replacement	24 months unlimited mileage standard warranty

7.4 The warranty period commences from date of invoice, and any claim must be made before expiration of the warranty period.
7.5 Warranty is conditional on the vehicle being properly serviced according to the vehicle manufacturer's recommendations. A copy of the service records must be returned with the faulty turbo
7.6 In order for the unit to be considered for warranty, it must be returned to SCM in a complete state (i.e. returned to SCM with all components as originally supplied) with no evidence of dismantling or other tampering. A report will be produced by our engineers who will determine the cause of failure. If the customer requires a replacement unit before the report is produced a replacement must be purchased pending a decision. This is not an option with DPF cleaning. In the event of a valid claim a credit note will be issued for this replacement unit. In the event of a rejection of the claim, the customer can decide to authorise us to scrap the old unit, request a repair at their cost, or request the unit is returned to them. Please note that a returned unit will be supplied in pieces as it is not suitable for service unless rebuilt through our remanufacturing process. All decisions are final.
7.7 Warranty may be denied in the event of either the turbocharger or the engine being modified to increase power output.
7.8 Goods used for motorsport or other performance sport/ activities are supplied without any warranty, and the application and use is the sole responsibility of the purchaser.
7.9 In the event of any goods proving defective during the period of the warranty due to faulty material or workmanship SCM shall, at its option, either supply replacement goods or repair such defective goods free of charge.
7.10 The warranty is non-transferable and is valid for the original purchaser only
7.11 In the event of an account being overdue for payment, or the exchange unit not being returned, SCM reserves the right to suspend the warranty until such time as the account is fully paid.
7.12 Save as provided herein all representations, conditions, warranties and terms, whether express or implied by common law statute or otherwise, as to the quality, condition or fitness for any purpose of the goods are excluded.

8 No quibble replacement guarantee

8.1 The no quibble replacement guarantee applies to SCM remanufactured turbochargers, SCM New Aftermarket turbochargers and DPF cleaning only and is only applicable providing the guarantee is itemised on the invoice.
8.2 The no quibble replacement guarantee provides for one free of charge replacement turbocharger or re-cleaning of a DPF in the event of failure for any reason and is valid for the first 12 months from date of invoice. After 12 months the standard warranty as described in these T&C's is applicable.
8.3 If a customer returns excessive numbers of units under the no quibble replacement guarantee, SCM reserves the right to withdraw this benefit from that customer.
8.4 A full warranty report will be completed for each returned unit and made available if requested.
8.5 For turbochargers if a replacement unit is required before the failed unit is returned, the customer must purchase a replacement from SCM, and once the failed unit is received SCM will issue a credit note. This is not possible with DPF's
8.6 For turbochargers, if a replacement is not available or not required before the failed unit is returned, once the failed turbo is returned to SCM it will be repaired or replaced at the sole discretion of SCM. The failed unit must be returned to SCM in complete condition.
8.7 All other conditions are as section 7, warranty

9 Limit of Liability:

9.1 In no event shall the Company be liable for any direct, indirect or consequential loss or damage of any kind howsoever caused arising from the contract of sale or the use of the goods nor for any diminution in value of components consequent upon or resulting from the use of the Company's products. Without prejudice to any of the foregoing, the liability of the Company 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, but not limited to, loss or liability arising from breach of contract) shall in no case exceed the unit price of such goods or parts thereof involved in the claim. The limit of liability shall not apply to any claim for death or personal injury resulting from the negligence of the Company.
9.2 SCM cannot be held responsible for personal injury or damage caused to the engine or vehicle by failed goods.

10 Turbochargers for Competition Use:

10.1 Turbochargers used for any form of competitive use are supplied in good faith and on the understanding that no guarantee is given in respect of performance or reliability of the product, either by the manufacturers or SCM.

11 Returns policy

11.1 For product returned within 14 days from the date of invoice, no re-stocking fee will apply.
11.2 For product returned from 15 days to 28 days from the date of invoice, a 10% handling charge will apply per unit or spares order.
11.3 For product returned 29 days or over from date of invoice, no return will be accepted.
11.4 Product must be returned in the original packing, clean, undamaged and not to have been fitted to an engine to qualify for the above. In the event of these conditions not being met SCM reserve the right to charge up to the full price of the turbo to recondition it for future sale
11.5 Any item bought in specifically for the customer is excluded from this policy, for example on VOR or specifically sourced. Any credit for re-stocking would be at the discretion of the management.
11.6 Return carriage to SCM is at the cost of the customer
11.7 A Returns Material Authorisation number must be obtained from SCM prior to sending the unit back to ensure it can be booked in correctly.

12 Serial number

12.1 If a unit is returned to SCM for any reason including but not limited to warranty or under the returns policy, the original unit serial number as supplied must be present and legible on the unit. If the serial number is not present any claim would be considered invalid.

We accept the above standard terms and conditions

Name ..... Position .....

Signature ..... Date .....