

THE GEARBOX CENTRE (KENT) LTD TERMS AND CONDITIONS

1. These terms

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply gearboxes (referred to in these terms as “products” or “units”) and/or services to you.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products and/or services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.
- 1.3 **Are you a business customer or a consumer?** In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:
- You are an individual.
 - You are buying products and/or services from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).
- 1.4 **If you are a business customer this is our entire agreement with you.** If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these terms.

2. Information about us and how to contact us

- 2.1 **Who we are.** We are The Gearbox Centre (Kent) Ltd (referred to in these terms as “we”, “us” or “our”) a company registered in England and Wales. Our company registration number is 08974425. Our registered VAT number is 209151041.
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team on 01795 668080 or by writing to us at info@thegearboxcentre.com or The Gearbox Centre, Unit 1, 8 John Hall Close, Oare Road, Faversham, Kent ME13 7TY.
- 2.3 **How we may contact you.** If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

- 3.1 **How we will accept your order.** Our acceptance of your order will take place when we contact you either by telephone or by email to accept it, at which point a contract will come into existence between you and us.
- 3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the product and/or service (as the case may be). This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the product and/or service or because we are unable to meet a delivery deadline you have specified.
- 3.3 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.
- 3.4 **We only sell to the UK.** Our website or brochure (as the case may be) is solely for the promotion of our products and/or services in the UK. Unfortunately, we do not accept orders from addresses outside the UK.

4. Our units

- 4.1 **Units may vary slightly from their information.** The images of the units and information about them on our website or in our brochure (as the case may be) are for illustrative purposes only. Although we have made every effort to display the images accurately and to ensure the accuracy of any information, we cannot guarantee that a picture or the information in our brochure or on our website accurately reflects the unit. Your unit may vary slightly from those images and/or information.
- 4.2 **Making sure your vehicle details are accurate.** You are responsible for ensuring that the vehicle details you have given us are correct.
- 4.3 **Making sure your unit is correct.** Where you have chosen your own unit, you are responsible for ensuring that it is the correct unit for the applicable vehicle.
- 4.4 **Exchange unit.** Our units may be sold as exchange units. This will be agreed with you during the order process.

5. Your rights to make changes

If you wish to make a change to the product and/or service you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product and/or service (as applicable), the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 8, *Your rights to end the contract*).

6. Our rights to make minor changes to the products and/or services

We may change the product and/or service:

- 6.1 to reflect changes in relevant laws and regulatory requirements; and
- 6.2 to implement minor technical adjustments and improvements. These changes will not affect the suitability of the product and/or service.

7. Providing the products and/or services

- 7.1 **Delivery costs.** The costs of delivery for products will be as told to you over the telephone or during email exchanges (as the case may be).
- 7.2 **Deposit.** You may be asked to pay a deposit during the ordering process. This deposit will be refunded when the exchange unit has been returned to us in a serviceable condition (no holes or crack, and not taken apart) in the original packaging in which the unit you have ordered from us has been delivered.
- 7.3 **When we will provide the products and/or services.** During the order process we will let you know when we will provide the products and/or services to you.
 - 7.3.1 **For products.** We will contact you with an estimated delivery date. In most cases, where we have received an order and payment for that order, we will aim to deliver the unit the next working day. However, we cannot guarantee this, and we will use all reasonable endeavours to deliver the unit to you within seven (7) days after the day on which we accept your order.
 - 7.3.2 **For services.** We will supply the services on the date agreed with you during the order process until the services are completed.
- 7.4 **We are not responsible for delays outside our control.** If our supply of the products and/or services is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products and/or services you have paid for but not received.
- 7.5 **Collection by you.** If you have asked to collect the unit(s) from our premises, you can collect them from us at any time during our working hours of [8am to 5pm] on weekdays (excluding public holidays and weekends).
- 7.6 **If you are not available when the product is delivered or when the exchange unit is collected.** If no one is available at the address you have specified to take delivery, the couriers will usually try to deliver again at their next available slot. If you are not available when an attempt to collect the exchange unit/COU unit is made, any costs incurred by The Gearbox Centre will be passed onto the customer.
- 7.7 **If you do not re-arrange delivery.** If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our

reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 10.2 will apply.

- 7.8 **If you do not allow us access to provide services.** If we are not allowed access to the property to perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to the property we may end the contract and clause 10.2 will apply.
- 7.9 **When you become responsible for the products.** A product will be your responsibility from the time we deliver the unit to the address you gave us or you [or a carrier organised by you] collect it from us.
- 7.10 **When you own products.** You own the product once we have received payment in full and it has been delivered under clause 7.9.
- 7.11 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products and/or services to you. If so, this will have been told to you over the telephone or told to you in the course of email exchanges. We will contact you in writing to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products and/or services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 7.12 **Reasons we may suspend the supply of products and/or services to you.** We may have to suspend the supply of a product and/or service to:
- 7.12.1 deal with technical problems or make minor technical changes;
 - 7.12.2 update the product and/or service to reflect changes in relevant laws and regulatory requirements; or
 - 7.12.3 make changes to the product and/or service as requested by you or notified by us to you (see clause 6).
- 7.13 **Your rights if we suspend the supply of products and/or services.** We will contact you in advance to tell you we will be suspending supply of the product and/or service, unless the problem is urgent or an emergency. If we have to suspend the product and/or service we will adjust the price so that you do not pay for products and/or services while they are suspended. You may contact us to end the contract for a product and/or service if we suspend it, or tell you we are going to suspend it, in each case for a period of more than fourteen (14) days and we will refund any sums you have paid in advance for the product and/or service in respect of the period after you end the contract minus a reasonable handling charge.
- 7.14 **We may also suspend supply of the products and/or services if you do not pay.** If you do not pay us for the products and/or services when you are supposed to (see clause 14.5) and you still do not make payment within five (5) days of us reminding you that payment is due, we may suspend supply of the products and/or services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products and/or services. We will not suspend

the products and/or services where you dispute the unpaid invoice (see clause 14.8). We will not charge you for the products and/or services during the period for which they are suspended. As well as suspending the products and/or services we can also charge you interest on your overdue payments (see clause 14.7).

8. Your rights to end the contract

8.1 **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer:

8.1.1 **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the unit repaired or replaced or a service re-performed or to get some or all of your money back), **see** clauses 12 and 13 if you are a consumer and clause 12 if you are a business.

8.1.2 **If you want to end the contract because of something we have done or have told you we are going to do**, see clause 8.2.

8.1.3 **If you are a consumer and have just changed your mind about the product and/or service**, **see** clause 8.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any products.

8.1.4 **In all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind)**, see clause 8.6.

8.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at 8.2.1 to 8.2.5 below the contract will end immediately and we will refund you in full for any products and/or services which have not been provided and you may also be entitled to compensation. The reasons are:

8.2.1 we have told you about an upcoming change to the product and/or service or these terms which you do not agree to;

8.2.2 we have told you about an error in the price or description of the product and/or service you have ordered, and you do not wish to proceed;

8.2.3 there is a risk that supply of the products and/or services may be significantly delayed because of events outside our control;

8.2.4 we have suspended supply of the products and/or services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than fourteen (14) days; or

8.2.5 you have a legal right to end the contract because of something we have done wrong.

8.3 **Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013).** If you are a consumer then for most products and/or services bought over the telephone or by exchange of emails you have a legal right

to change your mind within fourteen (14) days and receive a refund providing the gearbox has not been fitted to the vehicle. Where you decide to change your mind about your order, you will have to pay the costs of return. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

8.4 **When consumers do not have a right to change their minds.** Your right as a consumer to change your mind does not apply in respect of:

8.4.1 services, once these have been completed, even if the cancellation period is still running;

8.4.2 units that have been remanufactured or restored to a specification and/or personalised to a specific vehicle;

8.4.3 subject to your legal rights (which shall not be affected by this provision), units that have been fitted to a vehicle unless there is a problem with the unit; and

8.4.4 any units which become mixed inseparably with other items after their delivery.

8.5 **How long do consumers have to change their minds?** If you are a consumer how long you have to change your mind depends on what you have ordered and how it is delivered.

8.5.1 **Have you bought services?** If so, you have fourteen (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.

8.5.2 **Have you bought units?** If so you have fourteen (14) days after the day you (or someone you nominate) receives the unit, **unless:**

(a) **Your units are split into several deliveries over different days.** In this case you have until fourteen (14) days after the day you (or someone you nominate) receives the last delivery to change your mind about the units.

(b) **Your units are for regular delivery over a set period.** In this case you have until fourteen (14) days after the day you (or someone you nominate) receives the first delivery of the units.

8.6 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you are not a consumer who has a right to change their mind (see clause 8.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for products is completed when the product is delivered and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you are not a consumer who has changed their mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products and/or services not provided but we may deduct from that refund (or, if

you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

9. How to end the contract with us (including if you are a consumer who has changed their mind)

9.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

9.1.1 Phone or email. Call customer services on 01795 668080 or email us at sales@thegearboxcentre.com. Please provide details of what you bought, when you ordered or received it and your name and address.

9.1.2 By post. Complete the form included in these terms and post it to us at the address on the form. Or simply write to us at The Gearbox Centre, Unit 1, 8 John Hall Close, Oare Road, Faversham, Kent ME13 7TY including details of what you bought, when you ordered or received it and your name and address.

9.2 Returning products after ending the contract. If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us in their original condition and in their original packaging. You must either return the units in person to where you bought them, post them back to us at The Gearbox Centre, Unit 1, 8 John Hall Close, Oare Road, Faversham, Kent ME13 7TY or (if they are not suitable for posting) allow us to collect them from you. Please call customer services on 01795 668080 or email us at sales@thegearboxcentre.com for a return label or to arrange collection. If you are a consumer exercising your right to change your mind you must send off the unit or arrange for us to collect it within fourteen (14) days of telling us you wish to end the contract. Refunds will be made upon receipt of having our product returned.

9.3 Returning units and packaging. All units must be returned in their original condition and in their original packaging.

9.4 When we will pay the costs of return. We will pay the costs of return:

9.4.1 if the products are faulty or misdescribed; or

9.4.2 if you are ending the contract because we have told you of an upcoming change to the product and/or service 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.

In all other circumstances (including where you are a consumer exercising your right to change your mind) you must pay the costs of return.

9.5 What we charge for collection. If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection. The costs of collection will be the same as our charges for standard delivery, as told to you over the telephone or told to you in the course of email exchanges.

9.6 **How we will refund you.** If you are entitled to a refund under these terms we will refund you the price you paid for the products including delivery costs and/or the services, by the method you used for payment. However, we may make deductions from the price, as described below.

9.7 **When we may make deduction from refunds if you are a consumer exercising your right to change your mind.** If you are exercising your right to change your mind:

9.7.1 We may reduce your refund of the price (excluding delivery costs) and/or deposit (where applicable) to reflect any reduction in the value of the units, 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 units and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

9.7.2 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 three to five (3-5) days at one cost but you choose to have the product delivered within twenty four (24) hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

9.7.3 For services, 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, in comparison with the full coverage of the contract.

9.8 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then:

9.8.1 For units that we have not offered to collect, your refund will be made within fourteen (14) days from the day on which we receive the unit back from you or, if earlier, the day on which you provide us with evidence that you have sent the unit back to us. For information about how to return a unit to us, see clause 9.2.

9.8.2 In all other cases, your refund will be made within fourteen (14) days of your telling us you have changed your mind

10. **Our rights to end the contract**

10.1 **We may end the contract if you break it.** We may end the contract for a product and/or service at any time by writing to you if:

10.1.1 you do not make any payment to us when it is due and you still do not make payment within five (5) days of us reminding you that payment is due;

10.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products and/or services;

- 10.1.3 you do not, within a reasonable time, allow us to deliver the products to you or collect them from us; or
- 10.1.4 you or a third party do not, within a reasonable time, allow us access to the premises as agreed to supply the services.
- 10.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for products and/or services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.
- 10.3 **We may withdraw the product and/or service.** We may write to you to let you know that we are going to stop providing the product and/or service.

11. **If there is a problem with the product and /or service**

How to tell us about problems. If you have any questions or complaints about the product and/or service, please contact us. You can telephone our customer service team on 01795 668080 or write to us The Gearbox Centre, Unit 1, 8 John Hall Close, Oare Road, Faversham, Kent ME13 7TY. Alternatively, please speak to one of our staff in-store.

12. **Your rights in respect of defective products and/or services if you are a consumer or a business**

- 12.1 We warrant that on delivery, and for a period of twelve (12) months from the invoice date ("**warranty period**") and for unlimited mileage, a unit shall:
 - 12.1.1 conform with its description;
 - 12.1.2 be free from material defects in design, material and workmanship;
 - 12.1.3 be of satisfactory quality; and
 - 12.1.4 be fit for any purpose held out by us.
- 12.2 Subject to clause 12.3, if:
 - 12.2.1 you give us notice in writing during the warranty period within a reasonable time of discovery that a unit does not comply with the warranty set out in clause 12.1;
 - 12.2.2 we are given a reasonable opportunity of examining such unit and agree that the unit is faulty; and
 - 12.2.3 you return such unit to us in its original condition and in its original packaging at our cost,
 - 12.2.4 we shall, at our option, repair or replace the defective unit, or refund the price of the defective unit in full.
- 12.3 We will not be liable for a unit's failure to comply with the warranty in clause 12.1 if:

- 12.3.1 you make any further use of such unit after giving a notice in accordance with clause 12.2.1;
 - 12.3.2 the defect arises because you failed to follow our oral or written instructions as to but not limited to: the grade and amount of oil, storage, installation, commissioning, use or maintenance of the unit or (if there are none) good trade practice;
 - 12.3.3 the defect arises as a result of any work you have carried out on the vehicle in which the unit is used and which has an adverse effect on the unit;
 - 12.3.4 the defect arises as a result of criminal or malicious damage, fire or theft;
 - 12.3.5 the defect arises as a result of us following any drawing, design or specification supplied by the customer;
 - 12.3.6 you or a third party alter or repair the unit without our written consent; or
 - 12.3.7 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions (for example, competitive motorsport).
- 12.4 Once we have received the rejected unit, we or the manufacturer (as the case may be) will inspect the unit and if we confirm that the unit is faulty, we shall refund the price of the unit in accordance with clause 9.8.
- 12.5 If you are a business, except as provided in this clause 12, we shall have no liability to you in respect of a unit's failure to comply with the warranty set out in clause 12.1.
- 12.6 These terms shall apply to any repaired or replacement units supplied by us under clause 12.2.
- 12.7 Our warranty refunds are made once we have received the faulty gearbox back and have inspected it and found it to be faulty. We pay £35 per hour plus the VAT at the book time for the removal and fitting of the gearbox we have supplied if it was faulty and has been inspected by us, repaired, and sent back to the customer.
- 12.8 The Gearbox Centre applies a 12 month unlimited mileage warranty against all remanufactured gearboxes subject to the following conditions:
- 12.8.1 Where the customer has supplied their own components, a form must be completed by the customer for the parts delivered. The customer assumes full responsibility to ensure the components are correct before delivery is undertaken by The Gearbox Centre.
 - 12.8.2 The Gearbox Centre offers no warranty on parts supplied by the customer, and accept no liability in instances where the customer has supplied substandard parts which cause subsequent damage to the gearbox.
 - 12.8.3 In instances where a suitable unit may not be available from existing stock, The Gearbox Centre, at our own discretion, may remanufacture the customer's original unit. This will be termed and treated as an exchange unit for the purpose of the warranty.

- 12.8.4 A full gearbox service must be carried out by The Gearbox Centre in order to maintain the warranty.
- 12.8.5 The warranty does not cover any costs that may arise as a result of towing or recovery; nor does it cover any consequential costs that may be incurred by the customer.
- 12.8.6 The warranty is valid for 12 months from the point of sale. No warranty work will be carried out without the original receipt.
- 12.9 During the term of the 12 month unlimited mileage warranty, The Gearbox Centre will make good any defect, free of charge from materials and labour, so long as:
 - 12.9.1 The defect is not caused as a result of misuse, neglect, accident, racing or speed trials.
 - 12.9.2 The defect is not caused as a result of any modification, alteration, repair or attempted repair, excluding works carried out by The Gearbox Centre or by other persons and/or organisations authorised by The Gearbox Centre.
 - 12.9.3 The defect is reported to The Gearbox Centre in writing (or by telephone, and confirmed in writing) as soon as the defect appears.
 - 12.9.4 The unit/vehicle is returned to The Gearbox Centre for examination, and any necessary repair and replacement, as soon as is practicable, within the terms of the warranty, at the customers cost.
 - 12.9.5 The defect is not deemed to be as a result of fair wear and tear.
- 12.10 The 12 month unlimited mileage warranty applies to the UK and Northern Ireland ONLY.
- 12.11 In scenarios where a gearbox has been supplied but not fitted by The Gearbox Centre, the customer is responsible for removing the unit and returning it to The Gearbox Centre.
- 12.12 In scenarios where a gearbox has been supplied but not fitted by The Gearbox Centre, The Gearbox Centre will not be held liable for any substandard fitting. Any unit that has been tampered with in order to fit the gearbox will void the warranty with immediate effect. This includes the incorrect grade and amount of oil.

13. Your rights in respect of defective units if you are a consumer

- 13.1 If you are a consumer we are under a legal duty to supply units that are in conformity with this contract. If you are a consumer, nothing in these terms will affect your legal rights.
- 13.2 **Your obligation to return rejected units.** If you wish to exercise your legal rights to reject units or your contractual right under the warranty referred to in clause 12.1, 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. All units must be returned in their original condition and in their original packaging. We will pay the costs of postage or collection. Please call customer services on 01795

668080, email us at sales@thegearboxcentre.com or write to us at The Gearbox Centre, Unit 1, 8 John Hall Close, Oare Road, Faversham, Kent ME13 7TY for a return label or to arrange collection.

14. Price and payment

- 14.1 **Where to find the price for the product and/or service.** The price of the product and/or service (which includes VAT) will be the price as told to you over the telephone or told to you in the course of email exchanges. We take all reasonable care to ensure that the price of the product and/or service advised to you is correct. However please see clause 14.4 for what happens if we discover an error in the price of the product and/or service you order.
- 14.2 **Deposit.** You may be required to pay a deposit in respect of an exchange unit and/or return of our packaging which you will be told about during the order process. The deposit will be refunded on receipt of your old unit which must be returned in a serviceable condition in the original packaging in which you received the unit you ordered from us. If however you do not return an exchange unit in a serviceable condition in the original packaging with which we delivered the unit you ordered from us, we reserve the right to retain any deposit paid as compensation for the costs we will incur as a result of your breaking the contract.
- 14.3 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product and/or service, we will adjust the rate of VAT that you pay, unless you have already paid for the product and/or service in full before the change in the rate of VAT takes effect.
- 14.4 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell and/or services we provide may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's and/or services' correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's or services' correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any units provided to you.
- 14.5 **When you must pay and how you must pay.** When you must pay depends on whether you are buying products and/or services:
- 14.5.1 For **products**, unless we have agreed otherwise, you must pay for the units before we dispatch them. We will not charge your credit or debit card until we dispatch the unit to you.
- 14.5.2 For **services**, unless we have agreed otherwise, you must pay for the services before we start providing them.
- 14.6 **Our right of set-off if you are a business customer.** If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

- 14.7 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of four percent (4%) a year above the base lending rate of Bank of England plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 14.8 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.
- 15. Our responsibility for loss or damage suffered by you if you are a consumer**
- 15.1 **We are responsible to you for foreseeable product loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer to our product that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 15.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products including the right to receive products which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care and, where installed by us, correctly installed; and for defective products under the Consumer Protection Act 1987.
- 15.3 **When we are liable for damage to your property.** If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.
- 15.4 **We are not liable for business losses.** If you are a consumer we only supply the products for to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 16.
- 16. Our responsibility for loss or damage suffered by you if you are a business**
- 16.1 Nothing in these terms shall limit or exclude our liability for:
- 16.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- 16.1.2 fraud or fraudulent misrepresentation;
- 16.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;

- 16.1.4 defective products and/or services under the Consumer Protection Act 1987; or
- 16.1.5 any matter in respect of which it would be unlawful for us to exclude or restrict liability.
- 16.2 Except to the extent expressly stated in clause 12.1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.
- 16.3 Subject to clause 16.1:
 - 16.3.1 we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
 - 16.3.2 our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you for products and/or services under such contract.

17. How we may use your personal information

We will only use your personal information as set out in our Privacy Policy <https://www.reconditioned-gearbox.co.uk/terms-conditions.shtml>

18. Other important terms

- 18.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. If you are unhappy with the transfer you may contact us to end the contract within fourteen (14) days of us telling you about it and we will refund you any payments you have made in advance for products and/or services not provided.
- 18.2 **The 12 month unlimited mileage warranty is not transferable.** The warranty provided is to the individual or company that purchases the gearbox.
- 18.3 **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 18.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 18.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this

contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products and/or services, we can still require you to make the payment at a later date.

18.6 **Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.** These terms are governed by English law and you can bring legal proceedings in respect of the products and/or services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products and/or services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products and/or services in either the Northern Irish or the English courts.

18.7 **Which laws apply to this contract and where you may bring legal proceedings if you are a business.** If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

Cancellation Form

If you wish to cancel your contract with The Gearbox Centre (Kent) Ltd, please complete, detach and return this form to the address below, email us at sales@thegearboxcentre.com or alternatively call us on 01795 668080.

To:
The Gearbox Centre (Kent) Ltd
Unit 1
8 John Hall Close
Oare Road
Faversham
Kent ME13 7TY

I/We hereby give notice that I/we wish to cancel my/our contract of sale of the following units or for the supply of the following service:

Order number:

Ordered on / received on:

Name:

Address:

Postcode:

Signature:

Date: