

Terms and Conditions for the supply of goods and services –

Jtech Automotive Limited.

TERMS AND CONDITIONS OF BUSINESS

1. Definitions:

1.1 “The Company” refers to Jtech Automotive Limited.

1.2 The Contract means the agreement between Jtech Automotive Limited and the Customer to supply Services defined in 1.7 below.

1.3 “The Conditions” refers to the terms and conditions of Jtech Automotive Limited as set out in this document as amended from time to time in accordance with clause 8.

1.4 “The Customer ” refers to the person, partnership, Limited Company, or any other legal entity, who agrees to purchase services and parts (Services) from Jtech Automotive Limited.

1.5 Data Protection Legislation means up to but excluding 25th May 2018, the Data Protection Act 1998 and thereafter (i) unless and until the GDPR is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act of 1998 (iii) any other directly applicable EU Regulation relating to privacy.

1.6. GDPR means the General Data Protection Regulation that came into force on 25th May 2018.

1.7 Services refers to the supply of parts and labour to the Customer in the context of a garage business supplying parts and repairing cars and other motor vehicles.

Conditions

2.1 These Conditions shall apply to all contracts for Services provided by Jtech Automotive Limited to the Customer, to the exclusion of all other terms and conditions, including any terms and conditions the Customer may seek to impose or incorporate or which are implied by trade, custom, practice or any other course of dealings.

2.2 Agreement in writing (including email) by the Customer of any quote for Services to be carried out by Jtech Automotive Limited in excess of £ 1000 shall be deemed conclusive evidence of the Customer’s acceptance of these Conditions at which point and on which date a binding contract shall come into existence. Verbal acceptance by either party and Jtech Automotive Limited starting to carry out the Services shall be sufficient in cases where the quote given is under £ 1000.

3. The Price and Payment

3.1 The price of the service provided shall be the price agreed between Jtech Automotive Limited and the Customer at the time the Customer agrees to work being carried out. This price may be increased by Jtech Automotive Limited dependent upon any change in parts, prices or change in specialist charges which may have come into effect at the time the work is completed and which is beyond the control of Jtech Automotive Limited. Jtech Automotive Limited will notify the Customer as soon as possible if this happens. The price of the work carried out is exclusive of VAT. Where applicable, VAT shall be due at the rate ruling on the date that the VAT invoice is issued.

3.2 Payment of the price and VAT shall be due at point of collection/delivery of vehicle following completion of repairs unless otherwise agreed, in writing with Jtech Automotive Limited. In the event

that payment is not made then Jtech Automotive Limited reserves the right to exercise a lien over any vehicle left by the Customer with Jtech Automotive Limited until payment is made for the Services. Any parts, or equipment provided to the Customer by Jtech Automotive Limited remain the property of Jtech Automotive Limited until all amounts owed for the Services are paid.

4. The Services

4.1 Jtech Automotive Limited warrants to the Customer that the Services will be provided using reasonable care and skill.

4.2 Jtech Automotive Limited will supply the Services to the Customer in accordance with the terms of these Conditions at all times and in all material respects.

4.3 Jtech Automotive Limited shall use all reasonable endeavours to meet any performance dates mentioned by the Customer but any such dates shall be estimates only and will not make time of essence for the performance of the Services.

4.4 All payments due by the Customer to Jtech Automotive Limited shall be paid in full without any deduction, set off or counterclaim of any kind.

5. Credit Terms

5.1 Where Credit Terms have been extended to the Customer by Jtech Automotive Limited, Jtech Automotive Limited reserves the right to refuse to provide any of its garage services or parts ordered by the Customer, where to do so would mean the Customer exceeding the Credit Limit extended to the Customer.

5.2 In the event of default in payment of any credit terms agreed, then Jtech Automotive Limited reserves the right to carry out no further work until payment is brought up to date.

6. Remedies for late Payment

6.1 Interest on commercial debt shall accrue from the date of the invoice, unless a written agreement is in place between Jtech Automotive Limited and Customer giving an agreed payment period of 30 days. Interest will accrue from day to day, until the date of payment, at the statutory rate (8% above the base rate of the Bank of England applicable on the date the debt becomes due). This figure may change from time to time, dependent upon the interest figures in force by Bank of England at the time payment of invoice is due. Interest will accrue until settlement is reached or until any Court Judgment is made.

6.2 In the event that any invoice for credit terms is not paid on, or before, its due date, then all sums due and owing to Jtech Automotive Limited from the Customer shall become immediately payable and subject to clause 5.1 above.

6.3 Jtech Automotive Limited shall be entitled to recover from the Customer all administrative, collection and legal costs incurred by it in recovering overdue amounts and all sums that become immediately payable under clause 3.2 and 5.2 above.

6.4 Without prejudice to any of Jtech Automotive Limited's other rights, Jtech Automotive Limited may, in the event that any sum is not paid, on or before its due date suspend with immediate effect the Services it provides to the Customer.

7. Title and Risk

7.1 Any work carried out by Jtech Automotive Limited at the request of the Customer will be at the Customer's risk from the point of completion of work, to the Customer's satisfaction in spite of delivery. Title of any parts fitted shall not pass from Jtech Automotive Limited to Customer until all relevant and outstanding invoices and VAT have been paid in full and at such a time that no other sums whatsoever are due from the Customer to Jtech Automotive Limited.

8. Variation/ Amendment

8.1 No variation of this contract shall be effective unless it follows the requirements and stipulations set out in clause 2.2. hereof

8.2 Jtech Automotive Limited reserves the right to amend or alter these terms at any time provided the Customer is made aware of the change in terms before any work is carried out.

9 Third party rights/ Force Majeure

9.1 No rights are given under this Contract under the Contracts (Rights of Third Parties) Act of 1999 to enforce any term or terms of this Contract.

9.2 Jtech Automotive Limited shall not be in breach of this Contract nor liable for any delay in performing or failure to perform any obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control.

10. Warranty

10.1 The parts and labour itemised on the invoice, are guaranteed free from defect for 12 months or 12000 miles (whichever comes first) from the date of invoice, unless detailed otherwise, with the exclusion of damage arising from Customer/third party interference, routine wear and tear, negligence, abuse and accidental damage. This applies to new parts provided by Jtech Automotive Limited only (exceptions apply which will be explained by Jtech Automotive Limited to the customer at the appropriate time).

10.2 In the event of a potential claim, you should notify us immediately whereupon the defect will be assessed and repaired free of charge by Jtech Automotive Limited providing the exclusions do not apply. Any repairs by an alternative organisation will only be permitted with prior express authorisation by Jtech Automotive Limited. Your statutory rights are not affected.

11. Vehicle Storage/ Surcharge

11.1 Jtech Automotive Limited reserve the right to charge £25 + VAT per day for the storage of any vehicle not collected within 24 hours of being advised of completion of work.

11. 2 . Surcharge for Special Order Parts

A Surcharge of 20% is payable to Jtech Automotive Limited for parts which are a special order for the Customer if the Customer then does not go ahead with the Services.

12. Limitation of Liability (Garage Services Only)

12.1 Nothing in this contract limits any liability for Jtech Automotive Limited which cannot legally be limited, including liability for

(a) death or personal injury caused by negligence

(b) fraud or fraudulent misrepresentation

(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act of 1982 (relating to title and quiet possession).

12.2 Subject to clauses 12.1, Jtech Automotive Limited shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of or damage to goodwill;
- (f) loss of use or corruption of software, data or information; or
- (g) any indirect or consequential loss

12.3 In any event the maximum liability under any claim is the sum of £ 5,000, 000 being the limit of the insurance cover held by Jtech Automotive Limited.

13. Limitation of Liability (Vehicle performance/competition upgrades only)

13.1 The Customer's attention is particularly drawn to the provisions of the clauses set out below. The Customer having taken the decision to modify and race their particular vehicle accepts all responsibility for all their vehicle modifications, potential risks and compliance with vehicle safety laws/regulations.

13.2 No parts supplied by the Company for the Services shall be covered by any manufacturer's warranty in view of the nature of the use the Customer will be making of their vehicle which would be in breach of the manufacturer's warranty in any event.

13.3 Cost of vehicle recovery/ storage is the responsibility of the owner of the vehicle but the Company reserve the right to charge £25 per day on uncollected vehicles.

13.4 The Customer acknowledges that installation of any components for performance enhancement or competition on any vehicle intended for any public highway use may impact on laws and regulations including those relating to emissions and motor vehicle safety standards.

13.5 The Company will not be held responsible for parts fitted to the Customer's vehicle breaching these regulations. Installation of such parts may void any warranty or insurance on your vehicle. For further information on this please contact the organisation you have purchased the vehicle from for clarity or your insurers.

13.6 Any components sold or supplied are sold "as is i.e. without warranty of any kind being implied or given by the Company. In the event that the supplier provides a warranty then that will pass to the Customer.

13.7 Components not fitted by the Company must be fitted in conjunction with the suppliers guidelines. In the event of a failure of such components, proof that these stipulations were adhered to will also be needed from the Customer.

13.8 The Customer in ordering these goods acknowledges that no representations have been made regarding this part, including but not limited to any representation as to its quality or

performance, and the Customer shall be responsible for and bear all costs of repair or replacement due to any defect or failure in the parts.

- 13.9 The Customer also acknowledges that there will be no warranty coverage for any subsequent parts damaged in result of incorrect fitting or failure in accordance with the manufactures guidelines. If you are unsure, please ask one of our members of staff about this.
- 13.10 There are no warranty provisions implied or give on performance/upgrade/track day or competition components including (but not limited to) engines, transmissions, axles, brakes, suspension, management systems.
- 13.11 The Company has obtained insurance cover in respect of its own liability for individual claims not exceeding £5,000,000.00 per claim. The limitations and exclusions in this clause reflect the insurance cover the Company has been able to arrange and the Customer is responsible for making his or her own arrangements for the insurance of any excess loss. Nothing in this contract limits any liability which cannot be limited, including, liability for:-
- (a) Death or personal injury caused by negligence;
 - (b) Fraud or fraudulent misrepresentation;
 - (c) Breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession)
- 13.12 Subject to the above clause, the Company's total liability to the Customer shall not exceed the sum of £5,000,000.00. The Company's total liability includes any liability in contract, tort (including negligence, breach of statutory duty, or otherwise, arising under or in connection with any contract.
- 13.13 Subject to the above clause, the Company's total liability to any one individual Customer in respect of all and any breaches of duty occurring within any contract year shall not exceed the cap

14. Data Protection

14.1 Jtech Automotive Limited will comply at all times with the requirements of Data Protection Legislation as defined in clauses 1.5 and 1.6 above.

14.2 By requesting Jtech Automotive Limited to provide the Services the Customer acknowledges that this will of necessity result in the processing of personal data by Jtech Automotive Limited.

15. Governing Law.

The contract, and any dispute or claims(including non-contractual disputes or claims) arising out of or in connection with its subject matter or formation shall be governed by, an construed in accordance with the law of England and Wales.

16. Jurisdiction.

Jtech Automotive Limited and the Customer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim(including non -contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.