

# Terms and Conditions

This page tells you information about us and the legal terms and conditions ( **Terms** ) on which we sell any of the products ( **Products** ) and provide any of the services ( **Services** ) listed on our website.

These Terms will apply to any contract between us for the sale of Products and/or Supply of Services to you (**Contract**). Please read these Terms carefully and make sure that you understand them, before ordering any Products and/or Services from our site or by telephone. Please note that before placing an order you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to order any Products and/or Services from our site or by telephone.

We amend these Terms from time to time as set out in clause 5. Every time you wish to order Products and/or Services, please check these Terms to ensure you understand the terms, which will apply at that time. These Terms, and any Contract between us, are only in the English language.

## 1 Information about us and how to contact us

- i **Who we are** . We are ECo-nect, a company registered in England and Wales, company registration number is 10703539 and the registered office is at Eco-nect Ltd, PO Box 426, Stroud, Gloucestershire, GL6 1JF.
- ii **How to contact us** . You can contact us by telephone on +44 (0)3451632149 or by writing to us at [\[office@eco-nect.com\]](mailto:office@eco-nect.com) [/email] or PO Box 426, Stroud, Gloucestershire, GL6 1JF.
- iii **How we may contact you** . If we have to contact you we will do so by telephone on the number you have provided us or by writing to you at the email address or postal address you provided to us in your order.
- iv **"Writing" includes emails** . When we use the words "writing" or "written" in these terms, this includes emails.

## 2 Our contract with you

- i **How we will accept your order** . Our acceptance of your order from our site will take place when we email you to accept it, at which point a Contract will come into existence between you and us. If you place an order by telephone we will verbally accept it.
- ii **If we cannot accept your order** . If we are unable to accept your order, we will inform you of this and will not charge you for the Product/Service. 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 we have identified an error in the price or description of the Product/Service or because we are unable to meet a delivery deadline you have specified.
- iii **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 Our products

- i **Products may vary slightly from their pictures** . The images of the products on our website are for illustrative purposes only. Your product may vary slightly from those images.
- ii **Product packaging may vary** . We do not expect to be delivering our products to customers by post at this moment. When postal deliveries become an activity carried out by us, we will ensure to package products in appropriate packaging.
- iii **Turbochargers/turbocharger components**. If we supply components to you they will have been subject to our quality controls.

### 4 If you are a business Customer

- i If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use our site.
- ii These terms constitute the entire agreement between you and us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and warranties, representations and understandings between us, whether written or oral, relating to its subject matter.
- iii You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation based on any statement in these terms.

### 5 Our right to vary these Terms

- i We amend these Terms from time to time.
- ii Every time you order Products/Services from us, the Terms in force at the time of your order will apply to the Contract between you and us.
- iii We may revise these Terms as they apply to your order from time to time to reflect changes in relevant laws and regulatory requirements.
- iv If we have to revise these Terms as they apply to your order, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the Contract if you are not happy with the changes. You may cancel either in respect of all the affected Products/Services or just the Products/Services you have yet to receive. If you opt to cancel, you will have to return (at our cost) any relevant Products you have already received and we will arrange a full refund of the price you have paid, including any delivery charges.

## 6 Your rights to make changes

Our products are subject to Intellectual Property (IP) rights, therefore will not be permitted to take the products apart or damage the product in anyway in order to gain access to our intellectual property. Any breach of this will be subject to legal action.

## 7 Our rights to make changes

- i **Minor changes to the Products/Services** . We may change the Product/Services:
  - a to reflect changes in relevant laws and regulatory requirements; and
  - b to implement minor technical adjustments to improve the products. These changes will not affect your use of the product.

## 8 Providing the Products/Services

- i **Delivery costs** . When we start to deliver products, the costs of delivery will be as displayed to you on our website or via written quotation.
- ii **Delivering Products** you must promptly obtain all necessary export licenses, clearances and other consents necessary for the supply of the Products. You shall promptly on request provide documentary evidence, where necessary and requested.
- iii **When we will provide the Products/Services**
  - a **Products** - When we start to deliver products, we will deliver them to you as soon as reasonably possible and in any event within 90 days after the day on which we accept your order.
  - b **Services** - We will begin the Services on the date agreed with you during the order process.
- iv **We are not responsible for delays outside our control** . If the supply of the Products/Services are 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/Services you have paid for but not received.
- v **When we deliver products to you** . Products will only be delivered when you are available to receive them. If your availability cannot be confirmed your availability, the products will not be delivered until you can. If, despite our reasonable efforts, we are unable to contact you or arrange delivery or collection we may end the contract and clause 12.2 will apply.
- vi **When you become responsible for the Products** . A Product will be your responsibility from the time a Product is dispatched to you or you collect it from us or is fitted into your vehicle. It will be your responsibility to insure the Products for their full

- reinstatement value from the date of dispatch or installation.
- vii **When you own Products** . You own a Product once we have received payment in full.
  - viii **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/Services to you. If so, this will have been stated in the description of the Products/Services on our website. We will contact you 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 12.2 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/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.
  - ix **Reasons we may suspend the supply of Products/Services to you** . We may have to suspend the supply of a Product/Service to:
    - x Deal with technical problems or make minor technical changes;
    - xi Update the Product/Services to reflect changes in relevant laws and regulatory requirements;
    - xii Make changes to the Product/Service as requested by you or notified by us to you (see clause 7).

## 9 Manufacturer guarantees

- i If you are a consumer, a manufacturer's guarantee is in addition to, and does not affect, your legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

## 10 Your rights to end the contract

- i **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the Product repaired or replaced or a service re-performed or to get some or all of your money back), **see clause 13** ;
- ii **If you want to end the contract because of something we have done or have told you we are going to do, see clause 10.2** ;
- iii **Consumers only - If you have just changed your mind about the Product/Services, see clause 10.3** . 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;
- iv **In all other cases (if we are not at fault and there is no right to change your mind), see clause 10.6.**
- v We have told you about an error in the price or description of the

- Product/Service you have ordered and you do not wish to proceed;
- vi There is a risk that supply of the Products/Services may be significantly delayed because of events outside our control;
  - vii You have a legal right to end the Contract because of something we have done wrong.
  - viii **Have you bought Products?**, if so you have 14 days after the day you (or someone you nominate) receives the Products, unless :
  - ix **Your Products are split into several deliveries over different days** . In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery to change your mind about the Products.
  - x **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 and when you decide to end the contract:
  - xi **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 (a) to (c) below the Contract will end immediately and we will refund you in full for any Products/Services which have not been provided. The reasons are:
  - xii **Consumers only - Exercising your right to change your mind (Consumer Contracts Regulations 2013)** . For most Products/Services bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.
  - xiii **Consumers only - When you don't have the right to change your mind** . You do not have a right to change your mind in respect of:
  - xiv **Consumers only - How long do I have to change my mind?** How long you have depends on what you have ordered and how it is delivered.
  - xv **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 do not have a right to change your mind (see clause 10.1), 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 have not changed your mind, just contact us to let us know. The Contract will end immediately and we will refund any sums paid by you for Products/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 (e.g. 20% restocking fee).

- 11 **How to end the Contract with us (including if you have changed your mind)**
- i **Tell us you want to end the Contract . To end the Contract with us, please let us know by doing one of the following:**
- a **Phone or email .** Call us on +44 (0)3451632149 or email us at [ [office@eco-nect.com](mailto:office@eco-nect.com) [/email] . Please provide your name, address, details of the order and, where available, your phone number and email address.
- ii **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. Wherever possible, Products must be returned in their original packaging or equivalent. You must either return the Products in person to where you bought them, post them back to us at PO Box 426, Stroud, Gloucestershire, GL6 1JF or (if they are not suitable for posting) allow us to collect them from you. For your protection, if you post the Products back to us, we recommend that you use a recorded delivery service, as claims cannot be accepted for Products lost or damaged in transit. Please call us on +44 (0)3451632149 or email us at [ [office@eco-nect.com](mailto:office@eco-nect.com) [/email] for a return label or to arrange collection. If you are exercising your right to change your mind you must send off the Products within 14 days of telling us you wish to end the contract.
- iii **When we will pay the costs of return .** We will pay the costs of return:
- a if the Products are faulty or misdescribed;
- b if you are ending the Contract because we have told you of an upcoming change to the Product 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
- iv In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.
- v **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.
- vi **How we will refund you .** We will refund you the price you paid for the Products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.
- vii **Deductions from refunds if you are exercising your right to change your mind .** If you are exercising your right to change your mind:
- a We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the Products, if this has been caused by your handling them in a way, which would not be permitted in a shop and/or from damage caused as a result of the Products not being adequately packaged for transit. If we refund you

the price paid before we are able to inspect the Products and later discover you have handled them/packaged them in an unacceptable way, you must pay us an appropriate amount.

- b 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 but you choose to have the Product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.
  - c Where there 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, in comparison with the full coverage of the contract.
- viii **When your refund will be made** . We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:
- a For Products that we have not offered to collect, your refund will be made within 14 days from the day on which we receive the Product back from you. For information about how to return a Product to us, see clause 11.
  - b In all other cases, your refund will be made within 14 days of your telling us you have changed your mind

## 12 **Our rights to end the Contract**

- i **We may end the Contract if you break it . We may end the Contract for a product at any time by writing to you if:**
  - a you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;
  - b 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/Services,
  - c you do not, within a reasonable time, allow us to deliver the Products to you or collect them from us;
- ii **You must compensate us if you break the Contract** . If we end the Contract in the situations set out in clause 12.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge reasonable compensation for the net costs we will incur as a result of your breaking the Contract.
- iii **We may withdraw the product** . We may write to you to let you know that we are going to stop providing the Product/Service. We will let you know at least 7 days in advance of our stopping the supply of the Product/Service and will refund any sums you have paid in advance for Products/Services which will not be

provided.

13 **If there is a problem with the Product/Service**

- i **How to tell us about problems** . If you have any questions or complaints about the Product/Service, please contact us. You can telephone us on +44 (0)3451622149 or write to us at [ [office@eco-nect.com](mailto:office@eco-nect.com) [/email] or Eco-nect Ltd, PO Box 426, Stroud, Gloucestershire, GL6 1JF.
- ii **Summary of your legal rights** . We are under a legal duty to supply Products/Services that are in conformity with this Contract. See the box below for a summary of your key legal rights in relation to the Product/Service. Nothing in these terms will affect your legal rights.
- iii **Your obligation to return rejected Products** . If you wish to exercise your legal rights to reject Products 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 us on +44 (0)3451622149 or write to us at [ [office@eco-nect.com](mailto:office@eco-nect.com) [/email] for a return label or to arrange collection.

14 **Price**

- i **Where to find the price for the Product/Services** . The price of the Product/Services will be communicated to you when you placed your order or, if ordered by telephone, will be the price agreed over the telephone. We take all reasonable care to ensure that the price of the Product/Services advised to you is correct. However please see clause 14.3 for what happens if we discover an error in the price of the Product/Service you order.
- ii **We will pass on changes in the rate of VAT** . We currently do not charge VAT. When we start to charge VAT, if the rate of VAT changes between your order date and the date we supply the Product/Service, we will adjust the rate of VAT that you pay, unless you have already paid for the Product/Service in full before the change in the rate of VAT takes effect.
- iii **What happens if we got the price wrong** . It is always possible that, despite our best efforts, some of the Products/Services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the Product/Service's 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/Service's 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 unmistakeable 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 Products provided to you.



15 **Payment**

- i For **Products** , you must pay for the products before we dispatch them if it is a delivery. We will not charge your credit or debit card until we dispatch the products to you. We reserve the right to demand a non refundable deposit in some circumstances. For products fitted direct to your vehicle, you will be asked to sign a document which states how much you will pay for the units should you decide to purchase them.
- ii **When you must pay and how you must pay** . If you are based in the United Kingdom, we accept payment with all major credit and debit cards (except American Express, Diners, Prepay or Discover), Paypal (subject to 5% surcharge), and via bank transfer.
- iii If you are based outside of the United Kingdom, payment shall, unless otherwise agreed, be made via bank transfer. All bank charges incurred shall be paid in full by you.
- iv When you must pay depends on what Product/Services you are buying:
- v **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 8% a year above the Bank of England base rate 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.
- vi **We can keep possession of your vehicle if you refuse to make payment** . If you do not make payment to us we will have a general lien on any vehicle or all vehicles, as well as Products and documents relating to any such vehicles, in our possession, custody or control for all sums due and payable from you, in respect of Services to any or all vehicles under lien or of any earlier Services on other vehicles, and will be entitled to sell or dispose of such vehicles, Products or documents as agent for and at the expense of you and apply the proceeds in or towards the payment of the cost of the Services or other sums due and payable to us. Upon accounting to you for any balance remaining after payment of any such sum due to us and the costs of storage, sale and disposal, we will be discharged from any liability whatsoever in respect of the vehicle, Products or documents.
- vii **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 and we will not charge you interest until we have resolved the issue. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

- 16 **Credit Account – United Kingdom Buyers Only**
- i This Clause 16 only applies if you are a business customer
  - ii Business customers can apply for a ‘Credit Account’; if your application is successful payment becomes due 30 days from the date of invoice.
  - iii Business customers who exceed these credit terms will have their Products/Services suspended and their account put under review.
  - iv We reserve the right to charge interest on the amount outstanding at the aforementioned rate of interest and/or debt recovery costs as stipulated at clause 15.7 until all amounts owed by you over the 30 day limit are paid in full.
  - v If before title to the Products passes to you, you default on payment, then, without limiting any other right or remedy we may have, we may at any time:
  - vi require you to deliver up all Products in your possession that have not been resold, or irrevocably incorporated into another product; and
  - vii if you fail to do so promptly, enter any of your premises or of any third party where the Products are stored in order to recover them.

- 17 **Our liability if you are a consumer**
- i This clause 17 only applies if you are a consumer.
  - ii If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.
  - iii We only supply the Products/services for domestic and private use. You agree not to use the product for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
  - iv We do not in any way exclude or limit our liability for:
  - v death or personal injury caused by our negligence;
  - vi fraud or fraudulent misrepresentation;
  - vii any breach of the terms implied by section 12 of the Sale of Products Act 1979 (title and quiet possession);
  - viii any breach of the terms implied by section 13 to 15 of the Sale of Products Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
  - ix defective products under the Consumer Protection Act 1987.
  - x Except as expressly stated in these terms, we do not give any representation, warranties or undertakings in relation to the products. Any representation, condition or warranty which might be implied or incorporated into these terms by statute, common

law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the products/services are suitable for your purposes.

## 18 **Our liability if you are a business**

- i This clause 18 only applies if you are a business customer.
- ii Nothing in these terms limits or excludes our liability for:
- iii Death or personal injury caused by our negligence;
- iv Fraud or fraudulent misrepresentation;
- v Breach of the terms implied by section 12 of the Sale of Products Act 1979 (title and quiet possession); or
- vi Defective products under the Consumer Protection Act 1987
- vii Subject to clause 18.1, we will under no circumstances be liable to you, whether in contract, tort, (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
  - viii Any loss of profit, sales, business or revenue;
  - ix Loss or corruption of data, information or software;
  - x Loss of business opportunity;
  - xi Loss of anticipated savings;
  - xii Loss of goodwill; or
  - xiii Any indirect or consequential loss.
- xiv Subject to clause 19.1, our total liability to you in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 110% of the price of the products/service.
- xv Except as expressly stated in these terms, we do not give any representation, warranties or undertakings in relation to the products. Any representation, condition or warranty which might be implied or incorporated into these terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the products/services are suitable for your purposes.

## 19 **Events outside our control**

- i we will contact you as soon as reasonably possible to notify you; and
- ii our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.
- iii We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 19.2.
- iv An **Event Outside Our Control** means any act or event beyond our reasonable control, including without limitation strikes, lock-outs

or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

- v If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:
- vi You may cancel a Contract affected by an Event Outside Our Control, which has continued for more than 60 days. To cancel please contact us. If you opt to cancel, you will have to return (at our cost) any relevant products you have already received and we will refund the price you have paid, including any delivery charges.

## 20 **How we may use your personal information**

- i to supply the products to you;
- ii to process your payment for the products; and
- iii if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.
- iv **How we will use your personal information** . We will use the personal information you provide to us:
- v **We will only give your personal information to third parties where the law either requires or allows us to do so** .

## 21 **Other important terms**

- i **We may transfer this agreement to someone else** . We may transfer our rights and obligations under these terms to another organisation.
- ii **You need our consent to transfer your rights to someone else** . You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing...
- iii **Nobody else has any rights under this contract** . This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- iv **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.
- v **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, we can still require you to make the payment at a later date.

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