



TERMS & CONDITIONS OF TRADE

PRODUCTS COVERED

These are the terms and conditions of International Engines Ltd (trading as VEGE UK Engines). They only apply to the following products supplied by VEGE: -

- Remanufactured engines.
- Remanufactured cylinderheads.
- Remanufactured gearboxes.
- Remanufactured turbochargers.
- Remanufactured short-blocks.
- Remanufactured axles.
- Remanufactured differentials.
- Remanufactured fuel injection pumps.

And reference to 'Products' or 'Product' in these terms and conditions is to any of the above only.

ACCOUNT FACILITIES

These may be granted following completion of the 'Application for Credit Account' form.

1. Credit will not be granted until the application form is fully completed and satisfactory references received.
2. This credit application relates to the supply of product to companies and bona-fide businesses only.
3. All goods supplied shall remain the property of International Engines Ltd until payment is received in full.
4. We reserve the right to amend credit facility terms and conditions or to withdraw facilities at any time.
5. We reserve the right to decline any application without giving reasons.
6. Payment terms are strictly 30 days from date of invoice month
7. Remittance Advice: It is essential that we receive details of which items your payment refers to. A remittance advice is enclosed with your statement.

DISCOUNT

Discount off our Retail Price List will be advised at the time of opening account facilities. Discount is given commensurate with a given level of business and amendment is applicable if given levels are not achieved over a period of time.

DEPOSITS

When you purchase a surcharged Product you are buying both a unit and a deposit. Once your account becomes payable, both charges must be settled to clear down your account. **IT IS NOT ACCEPTABLE TO PAY INVOICES LESS OUTSTANDING CORE.**

Once we have received your old exchange Product at our warehouse we will issue a credit subject to the condition of the core. All core units must be returned within 2 months of sale or your deposit could fully or partially lost, depending on the item line. We will endeavour to issue credits within 7 days of receipt of exchange Product. Should your accounts departments pay on statements and deduct exchange Product awaiting despatch then we will have no option but to place your account **ON STOP** within 7 days of month end. All sales personnel have instructions not to invoice goods to accounts that are on stop.

WARRANTY

- 1) VEGE Guarantees the Product for an unlimited mileage for a period of 12 months (Short Blocks are the exception with a 3 month warranty) from the fitting date subject to the following:
 - (a) The warranty claim is accepted by VEGE in accordance with its warranty procedures.
 - (b) The Product, which is the subject of the warranty claim, has been fitted in the type of car the product was specified for.
 - (c) The recommendations for maintenance, servicing and running in times set out in the warranty booklet are followed throughout the warranty period. The warranty booklet is handed over by the person making the warranty claim.
- 2) The warranty does not extend to defects caused by or arising out of misuse, neglect, accident, racing or speed trails, any modification, alterations, repairs or attempts to repair (without VEGE's written consent) and external influences such as weather and war.
- 3) Except in respect of death or personal injury caused by VEGE's negligence, VEGE shall not be liable to the customer by reason of any representation or implied warranty condition or other term or any duty at common law or under the express term of the contract for any consequential loss or damage (whether

for loss of profit or otherwise) costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of VEGE, its employees or agents or otherwise) which arise out of or in connection with the supply of the Product in their use or resale by the customer except as expressly provided in these conditions.

- 4) Subject as expressly provided in these conditions and except where the goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) or warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

WARRANTY PROCEDURE

May we outline the correct WARRANTY PROCEDURE for VEGE Engines, Cylinderheads, Gearboxes and Turbo Chargers. Warranty is for 12-months/unlimited mileage. Short Blocks carry a 3-month warranty. We would also draw your attention to the Warranty terms shown in your Warranty booklet.

- 1) The vehicle user can contact any well-equipped garage. Many are shown in your Service booklet.
- 2) We need the invoice No. on which the product was supplied, this carries details of the part no and serial no of the product e.g.:
2040 794981 also Reg.no and type of car.
- 3) We need:
 - date of fitting
 - Date of breakdown/problem
 - Mileage done
 - Cause of breakdown/problem

Once we have the details we will issue a contact/ warranty number. Every time you contact VEGE, verbally or in writing regarding the product you have reported as faulty you must quote this number. At this first point of contact we will endeavour to agree a course of action. If a replacement Product is deemed necessary we will require a valid order number before dispatch.

Our joint priority should be to get the consumer back on the road with minimum delay. Once the rectification work is complete, all invoices relating to the job together with the faulty parts should be submitted for assessment. Any Product or parts relating to the claim must be clearly marked 'Warranty' and will have the contact/ warranty No. quoted. Once liability is established the claim will be processed. Payment, of course, is subject to acceptance of any claim. Please allow 3-4 weeks for assessment of product in our technical assessment department.

All invoices relating to the claim must be charged to Vege UK. Please note that third party invoices are not acceptable. A copy of the third party invoice, substantiating your claim, should accompany your invoice.

Re-imburement of warranty costs, all parts and consumables itemised with any claim should be invoiced at cost (i.e. without profit margin). The rate of labour costs charged should be that agreed with Vege UK prior to the submission of your invoice. (As of April 2010 this should be **a maximum of £35.00 per hour**).

In the case of warranty replacement Product units please advise the Aftersales Department when the goods are ready for inspection. We will organise a carrier to collect goods. These must be marked with our address and a contact/warranty number.

Check the Product for compatibility before you or your customer begins fitment. No claims for labour or parts will be accepted 'post fit'. If the Product arrives with 'Transit' tinware (e.g.: oil sump), you may need to swap items at your expense, if in doubt check with VEGE before commencing

We believe that the VEGE warranty is the most comprehensive in Europe and by following this procedure you can be sure of obtaining the most benefit from it.

IT IS NOT ACCEPTABLE TO PAY OUTSTANDING INVOICES LESS PENDING

WARRANTY CLAIMS:

Once again, if your accounts department do not pay all outstanding amounts within our credit terms we will have no option but to place your ACCOUNT ON STOP.

We do realise that occasionally there may be extenuating circumstances on account. If you feel your account should not be on stop and you are being refused product please contact our accounts department or the General Manager.

VEGE RETURNS SYSTEM

To make the return of your old unit as easy as possible follow these simple guidelines.

- 1) Place your old unit in the packaging provided and repack in exactly the same way as your new Product arrived. Disassembled units are not acceptable.
- 2) Drain off oil and coolants (where applicable) remembering to replace drain plugs. Your new Product may have had plastic caps fitted to prevent contamination; these should be placed on the old unit before despatch
- 3) Ring VEGE on 01246 272227 and we will arrange collection. Please quote the invoice no. Alternatively, you can also request a collection online at www.vegeuk.com
- 4) Old units will be credited, where applicable, in full up to **two months** from the date of purchase. Old units returned after this period will be credited at our discretion.

RETURNS NOTES

It is essential for the prompt handling and crediting of old unit that you include a label or returns document clearly visible on all Products returned. This label should show the Part Number, Serial Number and/or VEGE UK Invoice Number.

Please note that old units which are found to be not re-conditionable (e.g. damaged block/ case, smashed cylinder head, burnt out geartrains, etc) may be subject to a loss of some or all of the deposit being refunded.

Any Product returned not drained of oil and coolant; etc is subject to a minimum disposal charge of £10. This charge varies and will be deducted from the deposit with prior notice.

RETURNED UNUSED ITEMS

Products supplied correctly to specification may be subject to a 10% handling charge. Carriage will not be refunded.

DELIVERY/CARRIAGE

- 1) Any dates quoted for delivery of the product are approximate only and VEGE shall not be liable for any delay in delivery of the Product however so caused. The times for delivery shall not be of the essence unless previously agreed by VEGE in writing.
- 2) VEGE shall not be liable for any alleged losses arising from the failure of a carrier to deliver the Product to the customer by the quoted approximate delivery dates.
- 3) Carriage is chargeable for delivery of Product. We will inform you in writing of any changes that may occur from time to time and reserve the right to adjust charges to meet any special requirements. Charges include collection of old unit (see "Vege Returns System").
- 4) Damaged Product claims will be rejected if they are not signed for as such when delivered. It is essential that you, your employees and your customers are made aware of this fact.

GENERAL

In the event that any Terms and Conditions shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any of the other conditions hereof all of which shall remain in full force and effective.

The products sold will be deemed to have been sold in England and shall be governed by and in accordance with English Law and both parties submit to the exclusive jurisdiction of the English Courts.

Failure to comply with our terms and conditions will result in withdrawal of credit facilities and any sums outstanding will become payable immediately.