

Terms and Conditions

1. Definitions

1.1 In these terms and conditions the following definitions shall apply:

"BTN Turbo" means BTN Turbocharger Service Limited;
"unit" means a complete turbocharger assembly ready to be fitted to an engine;
"old unit" means a used unit removed from an engine;
"person" means a person whether natural or legal; the masculine includes the feminine.

2. Payment

2.1 In the case of cash sales payment becomes due upon the date of the invoice. The customer shall be liable to pay interest on any payment that is overdue at the base rate for the time being of National Westminster Bank plus 2 per cent.

3. Credit Account

3.1 Where it is agreed that a customer shall be allowed credit for a particular order BTN Turbo will raise an invoice for goods supplied pursuant to that order. The customer shall pay the whole sum due under the invoice not later than the last day of the calendar month immediately following the calendar month during which the invoice is raised or 363 days after the date of this agreement whichever is the earlier. The customer shall be liable to pay interest on any payment that is overdue at the base rate for the time being of National Westminster Bank plus 2 per cent.

4. Exchange product

4.1 BTN will not accept old units for exchange unless they meet the following specifications
(i) the unit must be complete and not dismantled in any way;
(ii) the unit must not be heavily corroded;
(iii) the unit must not have a fractured turbine shaft;
(iv) the unit must not have suffered accidental or deliberate damage.

5. Surcharge

5.1 Where it is agreed at the time of sale that an old unit will form part of the consideration provided by the customer and the old unit is not provided by the customer to BTN Turbo at the time of sale a surcharge shall be payable by the customer. The amount of such surcharge appears on BTN Turbo's current price list. Such surcharge shall be refunded by BTN Turbo to the customer provided that the old unit which it is agreed will form part of the consideration is provided by the customer to BTN Turbo within 3 months of the sale and provided that such old unit meets the specifications in clause 4 of these Terms and Conditions at the time it is so provided.

6. Guarantee

6.1 In the event of products manufactured by BTN Turbo for use in cars and light vans as listed in BTN Turbo's Exchange Product Catalogue, or any other products to which this guarantee applies, proving defective during the period of guarantee owing to

faulty material or workmanship BTN Turbo shall at its option either supply replacement product or repair such defective products free of charge ("standard guarantee").

6.2 In the event of product manufactured by BTN Turbo for use in vehicles listed as Truck and Bus, Agriculture, Off-highway and Marine in BTN Turbo's Exchange Product Catalogue failing during the period of guarantee BTN Turbo shall at its option either supply replacement product or repair such failed products free of charge ("special guarantee").

6.3 The period of guarantee is 12 months from the date of delivery of the product to the customer save where the product is sold to the customer through BTN Turbo's agent in which case the period of guarantee is 12 months from the date of the agent's invoice to the customer.

6.4 The guarantee is between BTN Turbo and BTN Turbo's customer extending to the first end-user of the initial sale ("first end-user"). In the event that the first end-user sells the vehicle or engine to which the turbocharger provided by BTN Turbo is fitted the benefit of the unexpired part of this guarantee does not automatically pass to the new owner. In order to transfer the benefit of the unexpired part of this guarantee to the new owner the first end-user must apply in writing to BTN Turbo providing the name and address of the new owner and BTN Turbo may then at its discretion extend the benefit of the unexpired part of this guarantee to that new owner.

6.5 BTN Turbo shall not be liable under the standard guarantee if the vehicle to which BTN Turbo's product is fitted is not properly serviced in accordance with the vehicle manufacturer's recommendations.

6.6 BTN Turbo shall not be liable under the standard guarantee if the turbocharger supplied by them and/or the engine of the vehicle to which it is fitted is/are modified to increase power output.

6.7 In respect of product to which the special guarantee applies only one claim per turbocharger supplied by BTN Turbo may be made under that guarantee. Once a claim has been made under the special guarantee and BTN Turbo has honoured its obligation under that guarantee the product to which that guarantee applied shall cease to be subject to the special guarantee but shall be subject to the standard guarantee and any conditions exclusions and limitations which relate to the standard guarantee for any unexpired portion of the period of guarantee.

6.8 Without prejudice to any of the terms set out in clauses 7.1 to 7.9, in the event that a person who would otherwise have been entitled to the benefit of the special guarantee seeks to make a claim against BTN Turbo which relates in any way to a product which would have been subject to that guarantee for any indirect or consequential loss suffered or alleged to have been suffered by him howsoever arising, he shall not be entitled to the benefit of the special guarantee and the product which would otherwise have been

subject to the special guarantee shall be subject only to the standard guarantee and any conditions exclusions and limitations which relate to the standard guarantee.

6.9 Products supplied but not manufactured by BTN Turbo are not subject to any guarantee from BTN Turbo.

6.10 Neither the standard nor the special guarantee applies to turbochargers which are used for any form of racing.

7. Limitation of Liability

7.1 Save as expressly provided herein all representations, conditions, warranties and terms whether express or implied by common law, statute or otherwise, as to quality, condition or fitness for any purpose of the goods supplied by BTN Turbo are excluded.

7.2 The receipt of information from the customer and the delivery by BTN Turbo of the goods specified in any order does not in any way imply a term that the goods will be suitable for the purposes disclosed.

7.3 In no event shall BTN Turbo be liable for any direct or indirect or consequential or other loss or damage of any kind, whether arising out of the contract of sale or the manufacture or fitting or use of goods supplied by them, or howsoever caused, nor for any diminution in the value of other property or components howsoever arising consequent upon or resulting from the use of BTN Turbo's products.

7.4 Without prejudice to any of the foregoing, the liability of BTN Turbo whether arising in contract or in negligence or otherwise shall not in any event include damages for the cost of labour in removing and refitting any turbocharger.

7.5 Without prejudice to any of the foregoing, the liability of BTN Turbo whether arising in contract or in negligence or otherwise shall not in any event include damages for loss of use or travel expenses.

7.6 Without prejudice to any of the foregoing, the liability of BTN Turbo whether arising in contract or in negligence or otherwise shall not in any event include damages for loss of profit.

7.7 Without prejudice to any of the foregoing, the liability of BTN Turbo on any claim for loss or liability arising out of or connected with any order, or manufacture, sale, delivery, resale or use of any goods covered by any such order (including loss or liability arising from breach of contract and/or negligence) shall in no case exceed the unit price of such goods or parts thereof involved in the claim.

7.8 Without prejudice to any of the foregoing, BTN Turbo shall not be liable for personal injury or for damage caused to an engine or vehicle by a failed turbocharger where such turbocharger has been used for any form of racing.

7.9 None of the above exclusions or restrictions of BTN Turbo's liability shall apply to any claim for death or personal injury resulting from their negligence.