

Mostrack Limited trading as Motor Mods Terms and Conditions of Sale

1. Terms & Conditions

In these conditions:-

“the goods” shall mean all products/equipment/materials/labour supplied by the seller

“the buyer” shall mean any person, firm or company to place an order for goods with the seller

“the seller” shall mean Mostrack Limited trading as Motor Mods (Company number 4998550) having its registered office at

Gotherington Cross Garage, Evesham Road, Cheltenham GL52 8SA

2. Payment

2.1 Account customers: All goods remain the property of the seller until paid for in full on terms agreed by both parties. Terms are strictly 30 days from invoice date.

2.2 Non-account customers: Goods/vehicle will not be dispatched /released until payment has been received in full. Payment by debit /credit card, BACS or cash are accepted. We do not accept cheques or AMEX payments.

2.3 A non-refundable deposit of up to 50% is required for special order products, deductible from the final invoice.

3. Value Added Tax

3.1 All prices quoted or accepted are exclusive of Value Added Tax.

3.2 Our VAT number is GB827054434.

4. Delivery

4.1 Goods must be checked on receipt for damage BEFORE being signed for.

4.2 Any damage or discrepancy must be notified in writing within 5 days of receipt of goods.

5. Returns

5.1 Returns cannot be accepted unless agreed by the seller.

5.2 If goods are to be returned for a reason other than damage on receipt, a handling and carriage charge may be incurred by the buyer.

5.3 Goods must be returned in original packaging if applicable.

6. Warranty and Repair

6.1 All goods are guaranteed to be of good workmanship and quality and carry a minimum of 12 months warranty.

6.2 Vehicles must be brought to our premises for remedial/warranty work to be carried out.

6.3 The Sellers warranty covers only the goods supplied.

6.4 For ECU modifications, the buyer understands that to maintain the validity of any warranty, the vehicle must be maintained and serviced as recommended by the vehicle manufacturer (please ask for a copy of our Remapping Disclaimers). Proof may be required in the event of a claim.

6.5 Where you raise a valid complaint, we will either replace the goods or repair any defective goods, at our discretion. This obligation will not apply where:

6.5.1 the goods have been improperly installed or connected, other than by an employee of Motor Mods;

6.5.2 the goods have been improperly altered in any way, or have been subject to misuse or unauthorised repair;

6.5.3 Any maintenance requirements have not been complied with;

6.5.4 Where further damage has been caused to the goods as you have failed to report the problem within a reasonable time;

6.5.5 We will not be liable for any damage arising from an act of God, war, fire, flood or any event beyond our reasonable control;

7. Liability

7.1 We shall not be liable to you for any loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or any other claims for compensation whatsoever that arise out of or in connection with goods supplied under the contract

7.2 This contract does not affect your statutory rights.

8. Quotations

8.1 Quotations are valid for 30 days from its date, provided we have not previously withdrawn it or changed our price or any discount you are entitled to.

8.2 Quotations offered via telephone or email are subject confirmation after viewing of the vehicle.

9. Miscellaneous

9.1 By submitting your order/booking, you allow us to use your personal details for the purposes of supplying goods (including passing your details onto couriers, installers and sub contractors)

9.2 We are committed to protecting your privacy. We may use your details for internal marketing purposes but will not sell or share your details with any third parties.

9.3 Should you have an issue with our products or services (other than warranty claims), please contact Mr Alastair Cochrane in writing at the following address; Motor Mods, Gotherington Cross Garage Evesham Road, Cheltenham, Gloucestershire, GL52 8SA.