

## **TERMS & CONDITIONS**

The Title in any goods or services shall not pass to the customer until payment is received in full and all funds cleared.

### **SERVICE & REPAIR, PARTS SALES**

1. These terms and conditions contain all the terms of the agreement between Nine Worlds Kustoms and you the Customer relating to the purchase, repair, servicing or other works to the goods identified on the Job Card or Estimate and/or to the supply of goods, parts or other items to be supplied by Nine Worlds Kustoms, whether or not in conjunction with the work. If you wish to rely any amendment or addition, you should ensure it is confirmed in writing by one of our authorised representatives.
2. If we agree any variation in the Work to be done or Goods to be supplied, this shall be deemed to be an amendment to Original Agreement rather than a new agreement.
3. You warrant that you own the Goods or are authorised by the owner to enter into the Agreement for the Work to be done to them on these terms. Further, you expressly authorise Nine Worlds Kustoms to use the Goods, as applicable, on the highway and elsewhere for all purposes in connection with the Agreement.
4. We reserve the right to refuse to carry out any Work on any Goods which we consider, in our opinion, to be unsafe and/or unroadworthy. We may refuse to carry out any Work which may, in our opinion, render the Goods unsafe and/or unroadworthy.
5. Where we are undertaking Work and identify, in our opinion, a need for further essential safety related repair, you will be advised accordingly. Should you decline to authorise such further repair, you will be required to sign the mandatory documentation. Should you decline to sign such documentation, then you will be obliged to arrange transportation of the Goods from our premises at your own cost.

### **ESTIMATES**

6. An estimate is our considered approximation of the likely cost of the Work and/or Goods and is valid for 14 days from when we provide it to you.
7. Any estimate is based on the published price for the Goods involved at the time of the estimate. If the manufacturer or other supplier of the Goods changes the published price after the date of the estimate, we will notify you of any consequent increase in the estimate. If you decline the increase you may give notice within 14 days cancelling the Agreement. If we do not receive notice of cancellation within this period, the estimate will be amended as proposed.
8. Unless otherwise agreed in writing, if it appears during progress of the Work that the estimate will be exceeded by more than ten per cent (10%) of the total, we will notify you and will not continue with the Work unless you specifically authorise us to do so.
9. If you have left the Goods with us for an estimate but have not accepted, or have declined it but failed to collect the Goods, within 14 days of the date of the estimate or (if later) the date of cancellation, we may charge you for the storage of the Goods from the end of that period.

## **COMPLETION OF WORK AND PAYMENT**

11. We will use our best efforts to complete the Work or supply the Goods within any time estimate we have given you, but will not be liable for delays due to any cause outside of our control.
12. We shall be entitled to sub-contract all or any part of the Work
13. If for any reason we do not carry out the Work in full, we will charge you only for Goods actually supplied or fitted and a reasonable amount for any Work actually done.
14. We will notify you when the Work is complete and/or the Goods are ready for collection and (unless you have a credit facility with us, in which case you must comply with the terms agreed in relation to said credit facility) you must pay for the Work and/or Goods upon collection.
15. All payments must be made in cash or by an approved credit/debit card, monies must be cleared before you collect the Goods.
16. We are entitled to retain the Goods until you have paid for the Work and/or Goods in full.
17. If you fail to pay the full amount due or fail to collect the Goods:
  - within 7 days of being notified that the Work is complete and/or that the Goods are ready for collection, we may charge you for the storage of the Goods from the end of that period.
  - within 3 months of being notified that the Work is complete and/or that the Goods are ready for collection, we may (after giving you the requisite notice of our intention to do so if you have not paid the full amount due and collected the Goods before such notice expires) sell the Goods and deduct the amount owing to us (including statutory interest, storage charges and the costs of sale) and pay the balance to the entitled beneficiary.
18. Unless otherwise agreed in writing, the Goods will be deemed to have been delivered to you at our premises when you collect them.
19. We will retain all parts replaced during any Work done, except for any to be returned under warranty or service exchange arrangements, until the Goods are collected, and will be free to dispose of them as we see fit unless you specifically ask that they be returned to you when collecting the Goods.

## **TRANSFER OF OWNERSHIP AND RISK**

20. The Goods will continue to belong to us until you have paid for them in full. However, you will be responsible for any loss or damage in transit from when they leave our premises and you should insure accordingly. A cheque will not be treated as payment until it has been cleared.

## **LOSS, DAMAGE AND LIABILITY**

21. You shall inspect the Goods as soon as reasonably practicable following collection/delivery thereof and shall notify us in writing of any claims in respect of damage to or the alleged defect in the Goods and/or Services supplied by the

Company within 7 days of collection/delivery. If you fail to give such notice, the Goods and/or Services shall be conclusively presumed to be in all respects conforming to the Contract and free from any defect which would be apparent on reasonable examination.

22. Any claim relating to non-delivery of Goods must be notified to the Company within 7 days of the date of dispatch shown on the Order.

23. We will carry out the Work with reasonable care and skill, and warrant it will remain free of defects in workmanship for a period of 30 days from the date the Work is completed. However, such warranties will not apply if the Goods are involved in an incident or if and to the extent that a defect is caused or worsened by you (a) failing to inform us promptly of the defect and allowing us promptly to examine the Goods and endeavour to remedy the defect (b) misusing or neglecting the Goods or using them or permitting them to be used for racing, rallying or similar sports (c) failing to comply with instructions from the manufacturer or from us concerning the treatment, maintenance and care of the Goods or to have them serviced in accordance with the manufacturer's instructions (d) fitting the Goods, or permitting them to be fitted, with parts or accessories which have not been approved by the manufacturer, or (e) altering the Goods, or permitting them to be altered, in any manner which has not been approved by the manufacturer.

24. Where applicable, we will supply the Goods with the benefit of the manufacturer's warranty. The manufacturer's warranty is additional to your statutory rights, and is not affected by any change of ownership of the Goods. 25. If the Work includes painting then, if the metal to be painted is rusted, we will take all reasonable precautions to prevent rust penetrating the paint after completion of the Work but cannot guarantee that this will not happen or that the new paintwork will match existing paintwork exactly.

26. You must observe the instructions for use, cautionary notices and any other technical information or data supplied with the Goods.

27. Subject to the provisions of the Consumer Rights Act 2015, and always excepting fraud, death or personal injury resulting from our own negligence, we limit our liability for any breach of the Agreement to the amount you have paid for the Work and/or Goods, and expressly exclude all liability for loss of profit, goodwill or contracts and for any indirect, consequential or economic loss.

28. You undertake to remove any items of value not related to the Goods as we will not accept any liability for loss or damage to such items which is not attributable to our own negligence.

## **RETURNED GOODS, DISTANCE SELLING AND OFF-PREMISES CONTRACTS**

29. Where the parties have contracted in person on our business premises, we may (at our discretion) accept the return of any Goods which you did not specifically order, provided that you return them in the same condition as when supplied. Any returns must be completed within 14 days of delivery, you must produce our original invoice and pay (at the current rate on the date of return) any handling charges for returned Goods.

30. If you are a consumer and this Agreement has been concluded without any face to face contact between us or anyone acting on our respective behalves, or in person but in a place, which is not the business premises of Nine Worlds Kustoms,

you may give notice cancelling this Agreement within 14 days of taking delivery of the Goods. To exercise the right to cancel, you must inform us in writing of your decision to cancel the Agreement

31. If you cancel the Agreement in line with clause 30, we will reimburse all payments received from you, excluding the costs of delivery. We may make a deduction from the reimbursement for loss in value of any Goods supplied, if the loss is a result of unnecessary handling by you. We will make the reimbursement without unnecessary delay, and not later than 14 days after we receive back from you the Goods supplied or (if earlier) 14 days after you provide evidence that you have returned the Goods. We will make the reimbursement using the same method of payment as you used for the initial transaction, unless we have expressly agreed otherwise.

32. If you cancel the Agreement inline with clause 30, you shall return the Goods without unnecessary delay and in any event no later than 14 days after you communicate the cancellation of the Agreement to us. You will be responsible for the direct cost of returning the Goods. You shall be responsible for any diminished value of the Goods resulting from the handling other than what is necessary to establish the nature, features and functioning of the Goods.

33. As above, we will not accept the return of any Goods which are not defective.

34. Bespoke goods (e.g. unique to the customer or the Goods) cannot be returned for credit or refund.

## **NOTICES AND JURISDICTION**

35. Unless otherwise stated in the Agreement, any notice to be given under the Agreement must be in writing and shall be deemed to have been received.

36. Any telephone calls made between you and us may be recorded and the contents of such conversations used to support this Agreement.

37. This Agreement is subject to the relevant United Kingdom law and the relevant courts of the United Kingdom will have exclusion jurisdiction in relation to this Agreement

## **DISPUTE RESOLUTION**

Nine Worlds Kustoms subscribe to their Industry Code of Practice and will always attempt to resolve any disputes quickly and efficiently.

We may use the information you have provided to us now and in the future: (i) to provide you with information on products and services for marketing purposes; (ii) for market research, and (iii) tracking of sales data. If you prefer this not to happen, please contact us so that our records may be amended accordingly.