

Please read the following important terms and conditions before purchasing from us.

This contract sets out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

In this contract:

- 'We', 'us' or 'our' means Modatek Ltd, a company registered in England and Wales under company number 8819945, and
- 'You' or 'your' means the person using our site to buy goods and/or services from us.

If you don't understand any of this contract and want to talk to us about it, please contact us by sending an email to enquires@modatek.co.uk

1 Introduction

- 1.1 If you buy goods and/or services from us then you agree to be legally bound by this contract.
- 1.2 This contract is only available in English. No other languages will apply to this contract.
- 1.3 When buying any goods and/or services you also agree to be legally bound by extra or specific terms which may add to, or replace some of, this contract. This may happen where goods are made to order or to your specifications. You also agree to be legally bound by our Website Terms of Use and any documents referred to in them.

2 Information we give you

- 2.1 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made. If you want to see this key information, please:
 - 2.1.1 read the details of the goods and/or services as set out on our website;
 - 2.1.2 read the Confirmation Email (see clause 3.6); or
 - 2.1.3 contact us using the contact details at the top of this page.
- 2.2 The key information we give you by law forms part of this contract (as though it is set out in full here).
- 2.3 If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

3 Ordering goods and services from us

- 3.1 Below, we set out how a legally binding contract between you and us is made.
- 3.2 Any quotation given by us before you make an order for services is not a binding offer by us to supply such goods and/or services and only remains open for acceptance for 30 days from the date on the quotation, unless otherwise stated on the quotation.
- 3.3 You place an order by accepting our quotation in writing by email or by submitting a written order. Please read and check your acceptance email or written order carefully before

submitting it. However, if you need to correct any errors you can do so before submitting it to us.

3.4 When you place your order with us we will acknowledge it by email. This acknowledgement does not, however, mean that your order has been accepted.

3.5 We may contact you to say that we do not accept your order. This is typically for the following reasons:

- (a) the goods are unavailable;
- (b) we cannot carry out the services (this may be because, for example, we have a shortage of staff)
- (c) we cannot authorise your payment;
- (d) you are not allowed to buy the goods and/or services from us;
- (e) we are not allowed to sell the goods and/or services to you;
- (f) you have ordered too many goods; or
- (g) there has been a mistake on the pricing or description of the goods and/or services.

3.6 We will only accept your order when we email you to confirm this (Confirmation Email). At this point:

- (a) a legally binding contract will be in place between you and us; and
- (b) as applicable, we will dispatch the goods to you or we will authorise the commencement of manufacture with one of our suppliers or we will start to carry out the services in the way you and we have agreed.

4 Carrying out of the services

4.1 We must carry out the services by the time or within the period which you and we agree (either with our representative or in writing). If you and we have agreed no time or period, this will be within a reasonable time.

4.2 Our carrying out of the services might be affected by events beyond our reasonable control. If so, there might be a delay before we can restart the services, having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances, but we will try to restart the services as soon as those events have been fixed. Examples of events which might be beyond our reasonable control include:

- 4.2.1 you change the services (and this means we have to do extra work or wait for extra materials)
- 4.2.2 we have to wait for your other providers to complete their work before we are able to carry out the services
- 4.2.3 materials are not delivered at the time agreed with the supplier of the materials (and we cannot obtain a replacement within a reasonable time or the price charged by a supplier is much higher than the original charge)

4.3 When we carry out the services, we might not have all of the materials we need. This might be for a number of reasons, such as:

- 4.3.1 we have not provided an estimate to you and cannot work out what materials are necessary until we start carrying out the services

- 4.3.2 where we have provided an estimate, it might not have been possible to work out what materials we needed at the time we provided the estimate to you and this might only be revealed when we start carrying out the services
- 4.3.3 whether or not we have provided an estimate, the condition of an item or the area where the services are being carried out might become apparent only when we start carrying out the services and it might not have been possible to establish it until that point.

5 Right to cancel this contract

- 5.1 You have the right to cancel this contract within the period defined in clause 5.2 without giving any reason EXCEPT where your order includes goods manufactured to a non-standard specification, goods manufactured specifically for you, or goods manufactured to your specification or are customised for you; in such circumstances you cannot cancel your order.
- 5.2 The cancellation period will expire **the later** of 30 days from the conclusion of the contract OR from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.
- 5.3 To exercise the right to cancel, you must inform us of your decision to cancel this contract by sending an email to enquiries@modatek.co.uk with your order number or invoice number.
- 5.4 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- 5.5 We cannot offer a refund on any parts that have been fitted to an engine.

6 Effects of cancellation

- 6.1 If you cancel this contract, we will reimburse to you all payments received from you, including the costs of the original delivery. We will not provide reimbursement for the costs of delivery to return parts.
- 6.2 We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.
- 6.3 In relation to any services already provided up to cancellation, we shall make a deduction from the reimbursement or invoice you to the value of the work already done by us to the date of cancellation.
- 6.4 We will make the reimbursement without undue delay, and not later than:
 - 6.4.1 14 days after the day we received back from you any goods supplied; or
 - 6.4.2 (if earlier) 14 days after the day you provide evidence that you have returned the goods; or
 - 6.4.3 if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.
- 6.5 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.
- 6.6 If you have received goods:

- 6.6.1 you shall send back the goods or hand them over to us, without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.
- 6.6.2 you will have to bear the direct cost of returning the goods.
- 6.6.3 you are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

7 Delivery

- 7.1 We use various couriers to deliver our goods. We will supply a unique tracking number so that you can see the delivery status of your order on the courier's website.
- 7.2 We aim to dispatch goods that we hold in stock within two working days from receipt of payment.
- 7.3 If something happens which:
 - 7.3.1 is outside of our control; and
 - 7.3.2 affects the estimated date of delivery;we will let you have a revised estimated date for delivery of the goods. We cannot be held responsible for any inconvenience arising from failure to provide the goods and/or services because of factors which could reasonably be considered to be outside our control, such as adverse weather conditions or unpredictable delays.
- 7.4 Delivery of the goods will take place when we deliver them to the address that you gave to us.
- 7.5 Unless you and we agree otherwise, if we cannot deliver your goods within 30 days from the estimated date for delivery of goods as set out in the Confirmation Email, we will:
 - 7.5.1 let you know;
 - 7.5.2 cancel your order; and
 - 7.5.3 give you a refund.
- 7.6 If nobody is available to take delivery, please contact us by email at enquiries@modatek.co.uk.
- 7.7 You are responsible for the goods when delivery has taken place. In other words, the risk in the goods passes to you when you take possession of the goods.
- 7.8 We may deliver your goods in instalments.

8 Charges and Payment

- 8.1 We will let you know the basis of calculating the charges for the services and related goods (and any extra charges such as delivery charges) to the fullest extent we can when you place an order with us.
- 8.2 Where you have ordered goods which are being manufactured to a non-standard specification, goods manufactured specifically for you, or goods manufactured to your specification or are customised for you then we may request that you pay us a deposit of up

to 50% of the value of the order at the time you submit your order to cover our initial costs and expenses (including any third party costs) that we incur in fulfilling your order. The balance shall be payable by you prior to delivery of the goods.

- 8.3 We accept the following payment methods: credit cards (via Paypal), debit cards (via Paypal), bank transfer and Paypal.
- 8.4 We will do all that we reasonably can to ensure that all of the information you give us when paying for the goods and/or services is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.
- 8.5 If your payment is not received by us and you have already received the goods and/or the services have been delivered, you:
 - 8.5.1 must pay for such goods and/or services within 7 days; or
 - 8.5.2 must return any goods to us as soon as possible. If so, you must keep the goods in your possession, take reasonable care of them (including ensuring that you follow any instructions or manuals given with the goods) and not use them before you return them to us.
- 8.6 If you do not return any goods (such as where you have not paid for them) we may collect the goods from you at your expense. We will try to contact you to let you know if we intend to do this.
- 8.7 Nothing in this clause affects your legal rights to cancel the contract during the ‘cooling off’ period under Clauses 5 and 6.
- 8.8 The price of the goods:
 - 8.8.1 is in pounds sterling (£)(GBP);
 - 8.8.2 includes VAT where appropriate at the applicable rate; and
 - 8.8.3 does not include the cost of delivering the goods.

9 Nature of the goods

- 9.1 The Consumer Rights Act 2015 gives you certain legal rights (also known as ‘statutory rights’), for example, the goods:
 - 9.1.1 are of satisfactory quality;
 - 9.1.2 are fit for purpose; and
 - 9.1.3 match the description.
- 9.2 We must provide you with goods that comply with your legal rights.
- 9.3 The packaging of the goods may be different from that shown on our website.
- 9.4 While we try to make sure that:
 - 9.4.1 all weights, sizes and measurements set out on the site are as accurate as possible.
 - 9.4.2 the colours of our goods are displayed accurately on the site, the actual colours that you see on your computer may vary depending on the monitor that you use.
- 9.5 Any goods sold at discount prices, in a used condition or as substandard will be identified and sold as such. Please check that they are of a satisfactory quality for their intended use.

10 Nature of the services

- 10.1 The Consumer Rights Act 2015 gives you certain legal rights (also known as ‘statutory rights’), for example:
- 10.1.1 the services are carried out with reasonable care and skill
 - 10.1.2 you must pay a reasonable price for the services, and no more if you and we haven’t fixed a price for the services, and
 - 10.1.3 we must carry out the services within a reasonable time if you and we haven’t fixed a time for the services to be carried out
- 10.2 We must provide you with services that comply with your legal rights.

11 Faulty goods or services

- 11.1 Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as ‘statutory rights’). You may also have other rights in law. For more detailed information on your rights under the Consumer Rights Act 2015 (also known as ‘statutory rights’) visit the Citizens Advice website www.citizensadvice.uk or call 03454 04 05 06.
- 11.2 Please contact us using the contact details at the top of this page, if you want:
- 11.2.1 us to repair the goods;
 - 11.2.2 us to replace the goods;
 - 11.2.3 us to repeat the services
 - 11.2.4 us to fix the services
 - 11.2.5 a price reduction; or
 - 11.2.6 to reject the goods (if applicable) and get a refund.

12 Intellectual Property Rights

- 12.1 Unless otherwise agreed by us in writing all Intellectual Property Rights in the goods and/or services supplied shall remain our property (or that of the relevant manufacturer or licensor) and you will not own it. Instead we give you permission to use it (also known as a ‘licence’) for the purpose of you using and enjoying it according to this contract and is non-exclusive to you. We may supply the same or similar to other users.
- 12.2 In this contract “Intellectual Property Rights” means any and all copyright, rights in inventions, patents, know-how, trade secrets, trademarks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, semiconductor chip topography rights, domain names and all similar rights and, in each case where registered or not.

13 End of the contract

If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

14 Limit on our responsibility to you

- 14.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury), we are not legally responsible for:
- 14.1.1 losses that:
 - (a) were not foreseeable to you and us when the contract was formed; or
 - (b) that were not caused by any breach on our part;
 - 14.1.2 business losses; and
 - 14.1.3 losses to non-consumers.
- 14.2 When you purchase goods and/or services from us in a business capacity, our total liability to you shall not exceed the value of the goods and/or services purchased from us under the contract. We shall not be liable to you for any consequential, indirect or special losses. We shall not be liable to you for any (whether direct or indirect): loss of profit; loss of use; loss of contract; loss of opportunity; harm to reputation; or loss of goodwill.

15 Disputes

- 15.1 We will try to resolve any disputes with you quickly and efficiently.
- 15.2 If you are unhappy with:
- 15.2.1 the goods;
 - 15.2.2 our service to you; or
 - 15.2.3 any other matter;
- please contact us as soon as possible.
- 15.3 If you and we cannot resolve a dispute using our internal complaint handling procedure, we will:
- 15.3.1 let you know that we cannot settle the dispute with you; and
 - 15.3.2 give you certain information required by law about our alternative dispute resolution (ADR) provider.
- 15.4 If you want to take court proceedings, the relevant courts of the United Kingdom will have exclusive jurisdiction in relation to this contract.
- 15.5 Relevant United Kingdom law will apply to this contract.

16 Third party rights

No one other than a party to this contract has any right to enforce any term of this contract.

17 Severance

- 17.1 If any provision of this contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this agreement shall not be affected.
- 17.2 If any provision of this contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the

event of such deletion, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision in place of the provision so deleted.