

DEFINITIONS

1. Any reference to Automac /the Company/Seller/We/Us shall mean Automac Ltd Unit 1B Sand Road Ind Estate, Sand Road, Great Gransden SG19 3AH United Kingdom (Registered Office) and the website www.automac.co.uk is operated by Us. As user of the website (referred to as "you/your") you acknowledge that any use of this website including any transactions you make ("use/using") is subject to our terms and conditions below.
2. Please read through these terms and conditions carefully before using the website or placing an order, we recommend printing a copy for future reference. Please also take time to read our privacy policy regarding your personal information and how we use it.
3. Any reference to You/Buyer/Purchaser shall mean any person, sole trader, partnership, business, body corporate or other entity detailed in the appropriate section of the sales invoice/order form and shall include all successors, heirs and assigns. Where the Buyer purchases in the course of a trade, profession, vocation or sport (where the buyer is a specialist or enthusiast), it is agreed that such a buyer shall mean a trade buyer. Where a person deals entirely as a consumer, statutory rights shall remain unaffected. Where the term buyer appears within these terms it shall mean both trade and consumer buyer/purchaser unless specified as relating to a trade buyer or consumer buyer individually. If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you place an order.
4. We reserve the right to change these terms and conditions at any time. Any such changes will take effect when posted on the website and will be dated accordingly, it is your responsibility to read the terms and conditions on each occasion you use this website and your continued use of the website shall signify your acceptance to be bound by the latest terms and conditions.
5. When you use certain Automac services, brochures, websites and publications, please read the additional information provided with regards to such services as this information will provide you with full details on how to use such services.
6. Goods or equipment ordered shall mean the items detailed in the appropriate section of the sales/order form and it shall be a core term of this agreement that all additional parts, connecting components or ancillary items, not detailed within the sales order form, shall be additional to this agreement.
7. Price shall mean the consideration due for purchase and shall include VAT where a Buyer purchases through or via Performance Direct or Motorcycle Direct brochures or catalogues. The Motorsport catalogue or brochure shall exclude VAT and is entirely for Trade, Non Consumer, Export or Professional Purchasers. Purchasers should note that prices quoted may vary during the currency of brochures (upwards or downwards) and current prices are quoted at the time of order.
 1. All orders that you place on this website will be subject to acceptance in accordance with these terms and conditions.
 2. Following the entry of the final details of your order, we will send to you an order acknowledgement email detailing the products you have ordered. Please note that this email is not an order confirmation or order acceptance from Automac.
 3. Acceptance of your order and the completion of the contract between you and us will take place on dispatch to you of the products ordered unless we have notified you that we do not accept your order or you have cancelled it.

GENERAL

8. "Working day" shall mean any day excluding Saturdays, Sundays and public or bank holidays.

9. These conditions shall apply to all of the company's quotations and contracts, orders (including telephone, facsimile transmittal, postal and internet orders) for the sale or supply of goods accepted by the company. For the trade buyer, any other terms or representations, whether implied by statute, made prior to, collateral with or subsequent to the contract or order are hereby excluded and shall not be binding upon the company.
10. Brochure descriptions, Web Site information and samples on display are indicative only and any specifications, weights, measurements and technical data (whether relating to performance or otherwise) have been prepared by manufacturers and are for guidance only. Additionally, parts or components pictured or described within brochures or websites are for illustration purposes only and may vary in size, specification, colour and fitment dependent up the make and model of your vehicle. Buyers are therefore required to check current specification, colours, weights and measurements with manufacturers or the Company, prior to order. Manufacturers also allow tolerances within the manufacture of their products and also reserve the right to amend specifications, without notice, in order to improve products or where amendment becomes necessary. Manufacturers may also alter specifications to improve products and the Company shall endeavor to inform the Purchaser of any such amendment or change.
11. The company reserves the right to amend technical or clerical errors in any order without notice. In addition, the buyer shall ensure that all details contained within the order are correct prior to submission to the Company. Subsequent to delivery, the Company shall accept no liability for any error or inaccuracy in order unless notified of such error within seven days of delivery/receipt of any document containing the said error.
12. Delivery charges and estimated timescales are specified in the shipping options section when you place an order. We make every effort to deliver goods within the estimated timescales; however delays are occasionally inevitable due to unforeseen factors. Automac shall be under no liability for any delay or failure to deliver the products within estimated timescales.
 1. Risk of loss and damage of products passes to you on the date when the products are delivered or on the date of first attempted delivery.
 2. Unless otherwise stated, all shipments will be dispatched within 48 hours and the transit time dictated by the courier chosen, please contact us should you require another shipping method.
13. Payment. We take payment from your card at the time we receive your order, once we have checked your card details and stock availability. Goods are subject to availability. In the event that we are unable to supply the goods, we will inform you of this as soon as possible. The option of waiting for stock or receiving a full refund will be given where you have already paid for the goods.
 1. To ensure that your credit, debit or charge card is not being used without your consent, we will validate name, address and other personal information supplied by you during the order process against appropriate third party databases. By accepting these terms and conditions you consent to such checks being made. In performing these checks personal information provided by you may be disclosed to a registered Credit Reference Agency which may keep a record of that information. You can rest assured that this is done only to confirm your identity, that a credit check is not performed and that your credit rating will be unaffected. All information provided by you will be treated securely and strictly in accordance with the relevant UK Data Protection Act.
 2. While we try and ensure that all prices on our website are accurate, errors may occur. If we discover an error in the price of goods you have ordered we will inform you as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as cancelled. If you cancel and you have already paid for the goods, you will receive a full refund.

3. Payment can be made by credit card, debit card or PayPal. Some credit facilities may be available for your purchase, dependent upon your order value and other conditions, available upon request.
14. All guarantees for products are provided entirely by the manufacturers/UK importers and are subject to terms contained therein. Purchasers are reminded to complete and return all warranty cards/documents upon receipt of goods where appropriate.

LIMITATIONS UPON LIABILITY

15. Liability and Indemnity

1. Nothing in these terms and conditions excludes or limits liability for death or personal injury caused by negligence, fraudulent misrepresentation, or any other liability which may not otherwise be limited or excluded under applicable law.
 2. Subject to these terms, Automac will use reasonable endeavors to verify the accuracy of any information on the site but makes no representation or warranty of any kind express or implied statutory or otherwise regarding the contents or availability of the site or that it will be timely or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the website and Automac will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the website and further accepts no liability of any kind for any loss or damage from action taken or taken in reliance on material or information contained on the site.
 3. Subject to these terms and conditions, other than as expressly provided in these terms and conditions with respect to specific products and except for the exclusive remedies set out herein, any indemnities, warranties, terms and conditions (whether express or implied) are hereby excluded to the fullest extent permitted under applicable law.
 4. Subject to these terms and conditions, Automac will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with the terms and conditions for any:
 1. Economic losses (including without limitation loss of revenues, data, profits, contracts, business or anticipated savings); or
 2. Loss of goodwill or reputation; or
 3. Special or indirect losses suffered or incurred by that party arising out of or in connection with the provisions of any matter under these terms and conditions.
 5. Notwithstanding the above, subject to this clause 15, Automac aggregate liability (whether in contract, tort or otherwise) for loss or damage shall in any event be limited to a sum equal to the amount paid or payable by you for the product(s) in respect of one incident or series of incidents attributable to the same cause.
 6. This clause 15 does not affect your statutory rights as a consumer, nor does it affect the contract cancellation rights of a consumer purchasing by means covered by the Distance Selling Regulations.
 7. We will take all reasonable precautions to keep the details of your order and payment secure, but, unless we are negligent, we cannot be held liable for any losses caused as a result of unauthorized access to information provided by you.
16. Advice given by employee representatives of this company during telephone/Internet orders is based entirely upon information given by you, the purchaser with no inspection

of any vehicle or part undertaken. As such, all advice given is indicative only and all such advice should be checked by the purchaser prior to order. Where advice is given after visual inspection by employee representatives of this company, such advice shall amount to an opinion only. Additionally, goods supplied are supplied only to correspond to the purpose or purposes for which goods of that kind are commonly supplied and not alternative uses to which they may be put. No liability for failure can be accepted by this company for such alternative use, amendment or modification.

17. For trade buyers, the company is hereby excluded from any liability, howsoever arising, in respect of any express or implied condition, warranty or term, statement, representation whether statutory or otherwise, relating to the goods supplied. The trade buyer accepts that he is best placed to insure against losses which arise by virtue of any breach of this agreement and warrants that he carries adequate insurance in this respect.
18. Goods ordered by the Buyer may not be compatible with vehicles which have been modified, adapted or altered. Where goods ordered by the Purchaser are not compatible by reason of modification, adaptation or alteration, Automac may accept such goods back into stock entirely at its discretion, and shall either issue a refund or credit to the purchaser except where goods are specifically ordered for the purchaser where no such refund or credit will apply.
19. Where goods purchased by the buyer are alleged to be defective, the purchaser agrees to return such goods to the seller for inspection and report (without the seller replacing the said goods prior to such inspection). The purchaser also accepts that it is reasonable to inform the seller of any interruption, defect or other failure prior to contacting independent third parties or incurring expense and, in addition, to allow the seller to remedy the defect, failure or interruption. Parts modified or adapted by the purchaser shall no longer be warranted by the manufacturer nor shall the Company be liable for any failures resulting subsequent to modification as a result of such modification.
20. Competition goods are supplied for specialist use and are subject to extreme heat and stress whilst in use. Life expectancy and durability are greatly reduced and purchasers should note that any claim for failure/wear, shall not be entertained by Automac. It is acknowledged by the buyer of such goods that the foregoing statement shall be a relevant and important issue in any claim brought against the Company and the Company shall, in turn, place importance upon this clause. In addition, parts connected to parts supplied by this company may be placed under stress where specialist/competition parts are used, and purchasers should take advice from experts prior to purchase. Manufacturers may also limit guarantees when components are installed for competition use.
21. Where goods are alleged to be either defective, incorrectly supplied, delayed or otherwise in breach of the implied terms of the buyers' statutory rights, all losses which result from loss of competition points, awards, loss of entry fees or other similar losses, are excluded and shall not be reclaimable from the Company. In addition, the Company shall accept no liability for death or personal injury unless caused directly by the Companies own negligence.
22. No liability is accepted by the company where purchasers attempt to modify or install components supplied where it is known or ought reasonably to be known to the Purchaser that the part supplied is incorrectly supplied or otherwise not in accordance with the order.
23. The company accepts no liability in respect of failure to supply or other interruptions caused by matters beyond the reasonable control of the company, including but without limitation, strikes, lockouts, civil disputes, acts of God, war or actions by third parties.
24. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall confer a benefit on any person or persons not named as the purchaser herein (for the purposes of the Contract (Rights of Third Parties) Act 1999 or for any other purpose).
25. Automac markets its products on the basis that they will be used for domestic and/or racing use only, if you are planning to use them for business purposes please make sure that you are covered by the appropriate insurances. Where you decide to use the

products in the course of a business, we exclude (to the fullest extent permitted by law) those warranties and conditions relating to fitness for a particular purpose. Our maximum liability to business users arising out of or in connection with the products shall be limited to the replacement value of the product in question (except in the case of death or personal injury caused by our negligence or in respect of fraud). In relation to business users, we do not accept liability for the fitness of goods for business purposes, nor do we accept liability for loss of use of the item nor any loss over and above the cost of the item in the event of a claim for breach of warranty or condition.

26. Automac shall be under no liability for any delay or failure to deliver products or otherwise perform any obligation as specified in these terms and conditions if the same is wholly or partly caused whether directly or indirectly by circumstances beyond its reasonable control.
27. You may not assign or sub-contract any of your rights or obligations under these terms and conditions or any related order for products to any third party unless agreed upon in writing by Automac.
28. Automac reserves the right to transfer, assign, novate or sub-contract the benefit of the whole or part of any of its rights or obligations under these terms and conditions or any related contract to any third party.
29. If any portion of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity or enforceability of the other sections of these terms and conditions shall not be affected.
30. These terms and conditions do not create or confer any rights or benefits enforceable by any person that is not a party except:
 1. Automac (as defined above) shall have the right to enforce any rights or benefits under these terms and conditions;
 2. Automac shall have the right to enforce and take the benefit of the rights or benefits of any limitation or exclusion or limitation of liability in these terms and conditions;
 3. A person who is a permitted successor or assignee by virtue of these terms and conditions of the rights or benefits of these terms and conditions may enforce such rights or benefits;
 4. No consent from the persons referred to herein is required for the parties to vary or rescind these terms and conditions (whether or not in any way that varies or extinguishes rights or benefits in favour of such third parties).
31. No delay or failure by Automac to exercise any powers, rights or remedies under these terms and conditions will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver to be effective must be in writing and signed by an authorised representative of Automac.
32. These terms and conditions including the documents or other sources referred to in these terms and conditions supersede all prior representations understandings and agreements between you and Automac relating to the use of this website (including the order of products) and sets forth the entire agreement and understanding between you and Automac for your use of this website, Automac brochure or showroom purchase facilities.

PAYMENT TERMS

33. Automac Limited (a company registered in the UK under company number 4324847) is processing the payments via this website
34. Time for payment will be of the essence.
 1. If any sum payable under the Contract is not paid when due then, without prejudice to our other rights under the Contract, that sum will bear interest from the due date until payment is made in full, both before and after any

judgment, at 4% per annum over Cooperative bank plc base rate from time to time and we will be entitled to suspend deliveries of the Goods until the outstanding amount has been received by us and you will also be responsible for any reasonable bank charges, or other third party commission charges or other costs that we have incurred.

2. Quotations are given on the assumption that no variation in the price will be made by the manufacturer/sole importer and that Government levies remain unaltered. In the event of such changes, the trade buyer shall be liable for the full cost of any change without notice from the Company. A Consumer Buyer shall be contacted by the Company and consent for any price increase obtained. Where no such consent is obtained, the Consumer Buyers agreement to purchase shall be treated as cancelled. Buyers are hereby informed that calling down of smaller quantities of material than ordered may increase the overall price per unit, there being reduced economies of scale in order. The resultant additional cost shall be the buyers.
3. Unless otherwise stipulated within the sales invoice/order form, all accounts are payable with order or otherwise in accordance with the terms of the trade buyer's credit account. Where default occurs in payment by the trade buyer, default interest shall become payable in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and regulations at the maximum rate permissible.

TITLE AND DELIVERY

35. Ownership or Title to the product shall not pass to the buyer until the company has received payment in full. In the event that sums owing in respect of other items ordered remain due, apportionment by this company shall take place without prejudice to the right to retain title or ownership in respect of all goods ordered.
36. Delivery times will be quoted at time of order and all times given for despatch or delivery are approximate and time shall not be of the essence. The buyer agrees to give 20 days in any written notice making time of the essence, such notice to commence subsequent to the last time for delivery quoted by the Company. The Buyer further agrees to accept full liability in respect of delayed or late delivery or dispatch prior to the expiry of any such notice. In respect of special order goods, the buyer acknowledges that further delays may occur and allows the company 30 days in any written notice, such notice to commence subsequent to the last time for delivery quoted by the Company. In any event, delivery times are approximate and variable. When delivery is affected to the purchaser directly or to an independent delivery contractor as agent for the purchaser, risk shall pass to the buyer immediately.
37. The Buyer is required to notify the company, in writing, of any shortage, misdelivery or other discrepancy immediately, or at the latest within seven days of such shortage, misdelivery or failure, thereafter the buyer shall be liable for any such discrepancy. Where delivery is affected to the buyers own independent delivery contractor, loss or damage in transit claims should be made directly to the carrier. The company will assist purchasers in making their claim. Buyers should retain all packaging in the event of a claim or return within the terms of this agreement.
38. Delivery and packing prices indicated within the Companies Brochures and Internet Site are subject to change and will be confirmed at the time of order. Buyers outside the United Kingdom shall be quoted approximate prices for delivery and packing prior to order confirmation. If required the Company shall quote for delivery and packing in such instances and confirmation of acceptance shall be required from the Buyer prior to acceptance of order.

CANCELLATION OF ORDERS AND LIABILITY

39. Any quotation is valid for a period of 30 (thirty) days only from its date, provided we have not previously withdrawn it or changed our price or any discount you are entitled to in respect of the Goods the subject of the quotation during this period.
40. Each order or acceptance of a quotation for Goods will be deemed to be an offer by you to purchase Goods upon these Conditions. You must ensure that the terms of your order are complete and accurate. The Contract is formed when the order is accepted by us, by way of a written acknowledgement of order or delivery.
41. Our employees or agents are not authorised to make any representations about any Goods supplied to you. You acknowledge, by entering into this Contract, that you will not rely on any such representation which is not contained in our packaging or promotional literature.
42. Subject to conditions relating to distance sales as implied by the Distance Selling Regulations, you may not cancel the Contract once we have accepted it.
43. These Conditions may not be varied unless that variation is in writing signed by both you and our authorised representative. Our Agent is not permitted to agree variations to these Conditions unless each such variation is expressly authorised by us.

YOUR RIGHT TO CANCEL GOODS ORDERED

44. Clauses 44, 45, 46, and 47 below shall only apply to a person who purchases goods as a consumer buyer and is resident within United Kingdom where rights, which accrue by virtue of the Consumer Contracts Regulations, apply.
45. A Consumer Buyer shall have the right to cancel any contract for goods made by means of distance communication, in accordance with these Terms and Conditions, within fourteen working days of delivery of the goods. Under the Consumer Rights Act 2015, you have an early right to reject goods that are of unsatisfactory quality, unfit for purpose or not as described in return for a full refund. This right is limited to 30 days from the date you received the goods. Special order goods shall not be returnable under the terms of this clause. Cancellation of the contract can be effected by service of a Written Notice signed by the Consumer Buyer which details clearly the Companies Sales Order Number and the name and address of the Consumer Buyer, and delivered either by fax to the number printed on the Invoice or by post to the Company's registered office.
46. If a Written Notice of Cancellation is received by the Company in accordance with clause 44 the Consumer Buyer shall become liable to return the goods to the Company forthwith, to such address as directed by the Company in their original packaging (and without having been installed or used and with all relevant seals and enclosures intact) and at the consumer buyer's sole expense.
47. If the Consumer Buyer fails to return the goods in accordance with clause 45 within 14 days of the cancellation of the contract, the Company shall be entitled to collect the goods from the consumer buyer and to recover any reasonable costs involved in such collection from the consumer buyer.
48. The Company shall then affect a refund of any monies owing to the consumer buyer in respect of the goods within 30 days from the date of cancellation or receipt of goods by the Company. Such a refund will be subject to any set off of monies to which the Company is entitled under these clauses.

49. Goods purchased and delivered to the buyer otherwise than by means of distance communication (including a Trade buyer) may be returned to the Company in original packaging (and without being installed or used and with all relevant seals and enclosures intact) for credit within 7 days of receipt by the buyer, subject to a restocking charge of not less than 10% of the value of the order. Credit shall be subject to the buyer producing proof of purchase and returning goods carriage paid. Special order goods shall not be returnable by virtue of this clause.
50. The Trade Buyer shall indemnify the company against all actions, claims, demands, penalties and cost brought by or incurred by third parties or this company in tort, contract, infringements of or alleged infringements of patents or registered designs or otherwise arising in connection with the goods or their delivery or unloading or with work done by the company in accordance with the buyers specifications.
51. The Buyer confirms that he shall comply with any or all rules and instructions relating to installation and use of the product concerned and fully accepts that any loss which results from forced, misdirected, inappropriate or unqualified installation or use shall not be accepted by the Company.
52. The following Goods may not be returned to us for credit:
 1. Goods which have been specially ordered at your request;
 2. Electrical parts;
 3. Glass parts;
 4. Hazardous parts where the seals are not intact;
 5. Hazardous/explosive parts (and any parts included in the Dangerous Goods Act) that are not in their original packaging;
 6. Goods that have already been used or fitted;
 7. Goods with damaged original packaging and/or which are not in a resalable condition;
 8. Goods which were purchased as part of a promotion or marketing campaign;
 9. any other Goods identified to you by us or our Agent.

JURISDICTION

53. These terms and this agreement (including an agreement concluded by means of distance communication) shall be interpreted in accordance with English Law and industry custom and practice, and English and Welsh courts shall have sole jurisdiction in respect of any dispute arising therefrom. English is the only language offered for the conclusion of the contract.
 54. Nothing in these Terms, or under the Contract is intended to, or shall be deemed to constitute a partnership or joint venture of any kind between you and us, nor constitute any party the agent of the other for any purpose. Neither you nor Automac shall have authority to act as agent for, or to bind, the other in any way.
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