

JZM LIMITED

TERMS AND CONDITIONS FOR SUPPLY OF PARTS AND SERVICING

1. THESE TERMS

1.1 **What these terms cover.** These are the terms and conditions on which we supply Parts and Servicing to you.

1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us or book a Servicing appointment (whether you do so in our premises, online or over the telephone). These terms tell you who we are, how we will provide Parts and Servicing to you, how you and we may change or end the contract with you, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.

1.3 **Definitions:**

Parts shall mean the vehicle parts that we may supply to you as detailed on our website from time to time or as detailed (by reference to our reference number(s)) on any estimate provided to you by us.

Servicing shall mean the services that we may provide which shall include services, repairs, maintenance, upgrades and tuning.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 **Who we are.** We are JZM Limited a company registered in England and Wales. Our company registration number is 06588591 and our registered office is at 14 - 18, Heralds Way South Woodham Ferrers, Chelmsford, Essex, CM3 5TQ. Our premises are at JZM Limited, Unit 1, Langley Wharf, Railway Terrace, Kings Langley WD4 8AE (**Premises**). Our registered VAT number is GB 940 961 904.

2.2 **How to contact us.** You can contact us by telephoning our customer service team at 01923 269788 or by writing to us at enquiries@jzmporsche.com or JZM Limited, Unit 1, Langley Wharf, Railway Terrace, Kings Langley WD4 8AE.

2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. SUPPLY OF PARTS

3.1 **How we will accept your order.** If we accept your order for Parts we will email you to confirm this (**Confirmation Email**). At this point:

- (a) a legally binding contract will be in place between you and us;
- (b) we provide Parts to you in the way you and we have agreed; and
- (c) we will dispatch Parts to you via courier (in which case you will be responsible for delivery costs) or you will collect the Parts from us, as agreed between you and us.

3.2 **If we cannot accept your order.** If we are unable to accept your order we will inform you of this and will not charge you for the Parts. This might be because the Part is out of stock, because of unexpected limits on our resources which we could not reasonably plan for or because we have identified an error in the price or description of the Part or because we are unable to meet a delivery deadline you have specified.

3.3 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

4. OUR PARTS

4.1 **Parts may vary slightly from their pictures.** The images of the Parts on our website are for illustrative purposes only. Although we have made every effort to display Parts accurately, we cannot guarantee that a Part as displayed accurately reflects the actual Part. Your Part may vary slightly from images.

4.2 **Product packaging may vary.** The packaging of the Part may vary from that shown on images on our website.

4.3 **Delivery costs.** The costs of delivery will be as set out in our estimate.

- 4.4 **When we will provide the Parts.** During the order process we will let you know when we will provide the Parts to you.
- 4.5 **Collection by you.** If you have asked to collect the Parts from our premises, you can collect them from us at any time after we have notified you that they are available during our working hours of 9am to 5pm on weekdays (excluding public holidays) or on Saturdays during our working hours of 9am to 1pm.
- 4.6 **If you are not available when the Part is delivered.** If no one is available at the address provided on the order to take delivery we will leave you a note informing you of how to rearrange delivery or collect the Parts from a local depot.
- 4.7 **If you do not re-arrange delivery.** If you do not collect the Parts from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 10.2 will apply.

5. SERVICING

- 5.1 **When we will provide Servicing.** We will endeavour to supply Servicing to you on the agreed date by the estimated time however; we shall not be liable for any delay in completing the Servicing.
- 5.2 **Estimates.** If we provide you with an estimate for Servicing, the estimate shall be valid for 28 days from the date given. All estimates are subject to change as a result of changes in the price of Parts and labour.
- 5.1 **Job Specification.** When you drop off your vehicle at our premises, we shall provide you with detailed costing information for the Servicing (**Job Specification**) which you must sign prior to us providing you with Parts and/or Servicing. The Job Specification forms part of our legally binding contract with you.
- 5.2 **Vehicle Health Check.** All vehicles visiting our premises receive a complimentary Vehicle Health Check, this is offered to ensure that your vehicle is running in good order.
- 5.3 **Parts used in Servicing.** The Parts that we use in performing any works on your vehicle shall be suitable for your vehicle specification. If we are using Parts which you have purchased from us or parts that you have purchased elsewhere for us to carry out Servicing, it is your responsibility to ensure that such parts are correct and

suitable for your vehicle. In the event that such parts provided are not satisfactory, we are not responsible for any costs in rectifying this or any damage caused by Parts installed which cause damage or loss. We will dispose of any old parts that we remove from your vehicle unless we have agreed otherwise with you prior to commencement of the Servicing

- 5.4 **Warranty.** Where we carry out Servicing on your vehicle and that Servicing includes an engine or gearbox rebuild, you are entitled to a warranty in respect of such rebuild for a period on 12 months or for a distance of 12,000 miles from the date of such Servicing (whichever happens first) (**Warranty Period**). If you experience a problem with your vehicle's engine or gearbox during the Warranty Period, please contact us and we will do our best to rectify the problem at no additional charge to you (save where the problem has been caused by you or a third party or a circumstance beyond our reasonable control). This does not affect your statutory rights.
- 5.5 **Collection of your vehicle.** If your vehicle is not collected by you within 7 days of you being advised of a collection date and Servicing being completed by us then we will charge for storage of the vehicle at a rate of £10.00 plus VAT per day.

6. DELIVERY OF PARTS AND SERVICING

- 6.1 **We are not responsible for delays outside our control.** If our supply of Parts and Servicing is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Parts or Servicing that you have paid for but not received.
- 6.2 **Your legal rights if we are late in delivering Parts or Servicing.** You have legal rights if we deliver Parts or Servicing late. If we miss the deadline for any Parts or Servicing then you may treat the contract as at an end straight away if any of the following apply:
- (a) we have refused to deliver the Parts;
 - (b) we have refused to carry out the Servicing;
 - (c) the deadline for delivery of the Parts or completing the Servicing was essential (taking into account all the relevant circumstances); or
 - (d) you told us before we accepted your order for Parts or before booking in for Servicing that a specific deadline was essential.

- 6.3 **Setting a new deadline for delivery of Parts or completion of Servicing.** If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under clause 6.2, you can give us a new deadline for delivery of Parts or completion of Servicing, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.
- 6.4 **If you fail to bring your vehicle for Servicing on the agreed date and time.** If you have asked us to provide Servicing to you and you do not bring your vehicle to our premises on the agreed date and time (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange the date and time for servicing we may end the contract and clause 10.2 will apply.
- 6.5 **Ending the contract for late delivery of Parts.** If you do choose to treat the contract as at an end for late delivery under clause 6.2 or clause 6.3, you can cancel your order for any of the Parts or reject Parts that have been delivered. If you wish, you can reject or cancel the order for some of those Parts (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled Parts and their delivery. If the Parts have been delivered to you, you will have to return them to us or allow us to collect them, and we will pay the costs of this.
- 6.6 **When you become responsible for the Parts.** The Part will be your responsibility from the time we deliver the Part to the address you gave us or you collect it from us.
- 6.7 **When you own Parts.** You own a Part once we have received payment in full.
- 6.8 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the Parts and/or Servicing to you, for example, your address. If so we will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (see clause 10.1) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying Parts late or not supplying any Part or for failing to complete Servicing if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

- 6.9 **Reasons we may suspend the supply of Parts or Servicing to you.** We may have to suspend the supply of Parts or Servicing to deal with technical problems or make minor technical changes.
- 6.10 **Your rights if we suspend the supply of Parts or Servicing.** We will contact you in advance to tell you we will be suspending supply of Parts or Servicing, unless the problem is urgent or an emergency. If we have to suspend Parts or Servicing for longer than 30 days we will adjust the price so that you do not pay for Parts while they are suspended. You may contact us to end the contract for Parts or Servicing if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 30 days and we will refund any sums you have paid in advance for Parts or Servicing in respect of the period after you end the contract.
- 6.11 **We may also suspend supply of Parts and Servicing if you do not pay.** If you do not pay us for Parts or Servicing when you are supposed to (see clause 12.4) and you still do not make payment within 14 days of us reminding you that payment is due, we may suspend supply of Parts and Servicing until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of Parts and Servicing. We will not suspend provision of Parts or Servicing where you dispute an unpaid invoice (see clause 12.6). We will not charge you for Parts or Servicing during the period for which they are suspended. As well as suspending the provision of Parts or Servicing we can also charge you interest on your overdue payments (see clause 12.5).

7. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to Parts or Servicing please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of Parts or Servicing the timing or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

8. OUR RIGHTS TO MAKE CHANGES

- 8.1 **Minor changes to Parts or Servicing.** We may change Parts or Servicing:
- (a) to reflect changes in relevant laws and regulatory requirements; and
 - (b) to implement minor technical adjustments and improvements. These changes will not affect your use of the Part or the Servicing.

9. YOUR RIGHTS TO END THE CONTRACT

9.1 **You can always end the contract for the supply of Parts or Servicing before it has been completed.** You may contact us to end your contract for provision of Parts or Servicing at any time but in some circumstances we may charge you for doing so, as described below. Of course, you always have rights where a Part is faulty or mis-described.

9.2 **What happens if you have a good reason for ending the contract.** If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any Parts or Servicing which have not been provided or have not been provided properly and you may also be entitled to further compensation. The reasons are:

- (a) we have told you about an upcoming change to the Part or Servicing or these terms which you do not agree to (see clause 8.1);
- (b) we have told you about an error in the price or description of Parts or Servicing and you do not wish to proceed;
- (c) there is a risk that supply of Parts or Servicing may be significantly delayed because of events outside our control;
- (d) we have suspended supply of Parts or Servicing for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 30 days; or
- (e) you have a legal right to end the contract because of something we have done wrong.

9.3 **What happens if you end the contract without a good reason.** If you are not ending the contract for one of the reasons set out in clause 9.2, the contract will end immediately but we may deduct from any refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

9.4 **Returning Parts after ending the contract.** If you end the contract after Parts have been dispatched to you and (because we cannot recall them) they are delivered to you, you must return them to us. If you are ending the contract because we have told you of an upcoming change to Parts or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you are exercising your legal rights to end the contract because of something we have done wrong then

we will pay the costs of return. In all other circumstances you must pay the costs of return.

10. OUR RIGHTS TO END THE CONTRACT

10.1 We may end the contract if you break it. We may end the contract for Parts or Servicing at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide Parts or Servicing;
- (c) you do not, within a reasonable time, allow us to deliver Parts or provide Servicing or collect Parts from us.

10.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for Parts or Servicing we have not provided but we may deduct reasonable compensation for the net costs we will incur as a result of your breaking the contract.

10.3 We may withdraw Parts or Servicing. We may write to you to let you know that we are going to stop providing Parts or Servicing. We will let you know at least 14 days in advance of our stopping the supply of Parts or Servicing and will refund any sums you have paid in advance for Parts or Servicing which will not be provided.

11. IF THERE IS A PROBLEM WITH PARTS OR SERVICING

11.1 How to tell us about problems. If you have any questions or complaints about Parts or Servicing, please contact us. You can write to us at enquiries@jzmporsche.com or JZM Limited, Unit 1, Langley Wharf, Railway Terrace, Kings Langley WD4 8AE.

11.2 Summary of your legal rights. We are under a legal duty to supply Parts and provide Servicing in conformity with this contract.

11.3 Your obligation to return rejected Parts. If you wish to exercise your legal rights to reject Parts you must either return them in person to us, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage.

11.4 **Your right to change your mind.** If you change your mind about a Part either before it is delivered or within 14 days of receiving it (provided that the Part is not a special order Part), please contact us to arrange for a full refund. If you have received the unwanted Part you must return it to us at your own expense. If the Part is a special order Part it is non-refundable. You will be informed of this at the time you make your order.

11.5 **Returned Parts.** You must contact us prior to return of any Parts and we will provide you with an authorisation code. Any Parts returned without an authorisation code may be refused at our discretion. Any Parts returned must be returned to us un-used, in a re-saleable condition (unless faulty) and with their original packaging. We reserve the right to refuse returned Parts which arrive damaged or handled to an unreasonable extent.

12. PRICE AND PAYMENT FOR PARTS AND SERVICING

12.1 **Where to find the price for Parts and Servicing.** The price of Parts and Servicing (which includes VAT) will be the price given to you at the time of your order or as set out in our estimate. We take all reasonable care to ensure that the price of Parts and Servicing advised to you is correct. However please see clause 12.3 for what happens if we discover an error in the price of Parts and Servicing.

12.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the Parts or Servicing, we will adjust the rate of VAT that you pay, unless you have already paid for Parts or Servicing in full before the change in the rate of VAT takes effect.

12.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the Parts we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the Part price at your order date is less than our stated price at your order date, we will charge the lower amount. If the Part's correct price at your order date is higher than the price stated in our price list, we will contact you for your instructions before we accept your order.

12.4 **When you must pay and how you must pay.** We accept payment with all standard credit and debit cards, BACS or cash (up to £1,000). You must pay as follows:

- (a) For **Parts**, you must pay for the Parts in full before Parts are delivered. We may require a non-refundable deposit at the time of your order which will be deducted from the final amount due.

- (b) For **Servicing**, you must pay on collection of your vehicle. We will not allow you to collect your vehicle until you have made payment in full.

12.5 **We can charge interest if you pay late.** If we have provided you with Parts and/or Servicing and you fail to make payment for such Parts and Servicing we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of [BANK] from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount. In circumstances where you are required to make an advance payment for Parts and/or Servicing and fail to do so, we shall not charge interest on such amount but we reserve the right not to supply you with Parts and/or Servicing.

12.6 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

13.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill[, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

13.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Parts, including the right to receive Parts or Servicing which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care and, where installed by us, correctly installed; and for defective products under the Consumer Protection Act 1987.

13.3 **When we are liable for damage to your property.** If we are providing Servicing on your vehicle, we will make good any damage to your vehicle caused by us while

doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your vehicle that we discover while providing the Servicing.

13.4 **We are not liable for business losses.** We only supply Parts for domestic and private use. If you use the Parts for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13.5 **We are not liable for losses or damage** incurred by you in respect of any Part that has:

- (a) not been stored, installed, operated or maintained in accordance with the relevant instructions; or
- (b) been repaired or altered in such a way as to impair its safety, operation, efficiency or design features; or
- (c) been subject to misuse, negligence, accident.

14. HOW WE MAY USE YOUR PERSONAL INFORMATION

14.1 **How we will use your personal information.** We will use the personal information you provide to us in accordance with our privacy policy. In summary, this is:

- (a) to supply Parts and Servicing to you;
- (b) to process your payment for Parts and Servicing; and
- (c) if you agreed to this during the order process, to inform you about similar parts or services that we provide, but you may stop receiving these at any time by contacting us.

14.2 **We will only give your personal information to third parties where the law either requires or allows us to do so.**

15. OTHER IMPORTANT TERMS

15.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 14 days of us telling you about it and we will refund you any payments you have made in advance for Parts and Servicing not provided.

- 15.2 **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 15.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 15.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 15.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide Parts and Servicing, we can still require you to make the payment at a later date.
- 15.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of Parts or Servicing in the English courts. If you live elsewhere you can bring legal proceedings in respect of Parts and Servicing in either the courts local to you or the English courts.