



Collins Performance Engineering Ltd

Registered in England No 4058771

Terms and conditions

CONTROLLED COPY

Issue

Issue 1 Amended Oct 2016
Issue 2 Amended Dec 2016
Issue 3 Amended Jan 2017
Issue 4 Amended Aug 2017
Issue 5 Amended Oct 2017
Issue 6 Amended Dec 2017
Issue 7 Amended Dec 2017
Issue 8 Amended Jan 2018

Collins Performance Engineering
Unit 6 Newman Close
Greenfield Farm Industrial Estate
Congleton
CHESHIRE, UK
CW12 4TR

Index

	Preface	3
	Mission Statement	3
	Company Details	3
	General Terms and conditions	
1.0	Definitions	4
2.0	Conditions Applying	4
3.0	Contract	4
4.0	Representations	4-5
5.0	Delivery	5
6.0	Passing of Risk	5
7.0	Loss or Damage Pre-Delivery or In Transit	5
8.0	Price and Payment	5-6
9.0	Retention of Title	6
10.0	Warranty	6
11.0	Indemnification	6
12.0	Limitation of Liability	6
13.0	Termination	6
14.0	Intellectual Property Rights	6
15.0	Force Majeure	6
16.0	Independent Contractors	7
17.0	Assignment	7
18.0	Severability	7
19.0	Waiver	7
20.0	Notice	7
21.0	Entire Agreement	7
22.0	Third Parties	7
23.0	Governing Law and Jurisdiction	7
24.0	Terms of limited warranty (Mongoose)	8
25.0	Terms of limited warranty (Magnex)	9
26.0	Terms of limited warranty (CPE Products)	10
27.0	Terms of limited warranty (Powerchips)	11
28.0	Terms and conditions service and repair	12-13
29.0	Breakdown recovery VOR	13
30.0	General Motorsport and developments	14
31.0.	Rolling road (Dyno)	14
32.0	Pricing, costings and timings	14
33.0	Loyalty Rewards Program	15
34.0	Loyalty membership Cards	16
35.0	Collecting and redeeming points	16

Preface

The following terms and conditions relate to the general terms of trading in both trade and retail in all aspects of business with Collins Performance engineering, no deviation from these terms and conditions unless previously agreed by all parties in writing prior to the commencement of any works supplies or trade. The date of which these terms apply is shown at the end of each page and all pages are numbered sequentially. Any blank pages inserted will have the words “intentionally blank” and are still numbered to allow for any future codicils. For clarity some sections within these terms and conditions are duplicated and may show different paragraph/section and page numbers. This is not intended to detract from its interpretation or in any way diminish the overall significance of its content neither is it intended to conflict with other paragraphs or sections.

At no point do these terms and conditions affect your statutory rights.

Applicable to English Law

Mission Statement

Collins Performance engineering have for over 30 years been committed to the development of aftermarket automotive products to enhance both performance and enjoyment of many marques of vehicles for all aspects of automotive use from domestic and commercial vehicle owners and operators to high end off road, autosport and motor racing developers.

Collins Performance Engineering will continue to develop new products and processes through invested research and development, mindful of ever changing legislation, to ensure all future developments are to a high standard and quality our customers have come to know and expect.

Green Policy

Collins Performance Engineering endeavours to

- Minimise waste by evaluating operations and ensuring they are as efficient as possible.
- Actively promote recycling both internally and amongst its customers and suppliers.
- Source and promote a product range to minimise the environmental impact of both production and distribution.
- Meet or exceed all the environmental legislation that relates to the Company.

Company Details

Collins Performance Engineering Limited
Unit 6 Newman Close,
Greenfield Industrial Estate,
Congleton,
Cheshire
CW12 4TR
United Kingdom.

Tel 01260-279604
Fax 01260-299208
Web www.collinsperformance.com

Reg In England 4058771
VAT Registration 634 1678 35
ICO Data protection Registration ZA287537
Registered and regulated by the Financial Conduct authority Registration No FRN795757

Registered Office
c/o DPC Ltd
Vernon Street
Stoke On Trent
Staffordshire
ST4 2QY
Hours of business

Mon to Fri 09:00 – 18:00
Sat 09:00 – 13:00
Sun Closed
Bank and occasional holiday closures announced as and when



Intentionally blank

CPFE

General Terms and Conditions

1.0 Standard Terms and Conditions

1.1 Definitions

In this document the following words shall have the following meanings:

- 1.1.1. "Terms & Conditions" shall mean the clauses, terms and conditions as provided herein;
- 1.1.2. "Contract" shall mean any contract between the Supplier and the Customer incorporating these Terms and Conditions together with the terms of any applicable Quotation, for the sale and supply of Goods or Services, notified by the Supplier to the Customer in writing;
- 1.1.3. "Customer" shall mean the organisation or person who purchases goods and services from the Supplier;
- 1.1.4. "Delivery Point" shall mean the place where delivery of the Goods or Services is to take place under Section 5;
- 1.1.5. "Goods" shall mean any goods agreed in the Contract to be supplied to the Customer by the Supplier (including any part or component of them);
- 1.1.6. "Intellectual Property Rights" shall mean all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable;
- 1.1.7. "Services" shall mean any chargeable service in the Contract to be supplied to the Customer by the Supplier;
- 1.1.8. "Quotation" shall mean any statement of work, tender, quotation, price list or other similar document describing the goods and services to be provided by the Supplier;
- 1.1.9. "Supplier" shall mean
Collins Performance Engineering Ltd
Unit 6 Newman Close
Greenfield Industrial Estate
Congleton
Cheshire
CW12 4 TR
- 1.1.10. In writing shall mean by letter, e-mail or fax delivered to the company at the address given on page 3 and shall be in legible English language.
- 1.1.11. Working days are Monday to Friday and shall exclude UK Bank/ public holidays. Hours of business are shown on page 3 and are for indication purposes only Collins Performance reserve the right to amend or adjust such hours at any time without notice.
- 1.1.12. An officer of the company shall mean a person or persons authorised by and including a director of the company.

2.0 Conditions Applying

- 2.0.1. Unless otherwise agreed in writing, these Terms and Conditions will govern all contracts for the sale and supply of Goods and Services from the Supplier. Any qualification or modification of these Terms and Conditions and any other conditions which the Customer may seek to impose will not apply unless expressly accepted by the Supplier in writing.
- 2.0.2. Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Supplier may be entitled in relation to the Goods and Services, by virtue of any statute, law or regulation.
- 2.0.3. Nothing in these Terms and Conditions shall affect the Customer's statutory rights as a Consumer.

3.0 Contract

- 3.0.1. The Suppliers Quotation does not constitute an offer. An order from the Customer based upon the Suppliers Quotation shall constitute the offer. An acknowledgement of that order sent by the Supplier by normal post or email shall constitute the acceptance of that offer. The order shall not be capable of being cancelled from the moment the acknowledgement is posted or sent via email unless agreed in writing
- 3.0.2. All labour time are estimates based on time taken to undertake works under normal circumstances however Collins Performance reserve the right to charge the actual labour time taken due to unforeseen circumstances or situations and is in particular relevant to works under taken during service and repairs.

4.0 Representations

- 4.0.1. The only representations in connection with the Suppliers Goods or Services for which the Supplier shall accept liability are those specifically included or referred to in the Suppliers price list or Quotation. No advertising material, leaflets or brochures or any other statement, written or oral, or correspondence shall form part of the Contract unless otherwise specifically agreed between the Supplier and the Customer in writing to be a term of the Contract. It is agreed that on entering into the Contract the Customer is not relying on any other representations.
- 4.0.2. All items of services and goods described in any format be it Brochure, website, samples on display are indicative only and any specifications, weights, measurements and technical data (whether relating to performance or otherwise) are for guidance only and should not form a description within the terms of the "Sale of Goods Act (including amendments) customers are required to check current specifications prior to purchase.
- 4.0.3. Any items sold by the company and described as used or second hand are sold as seen and the buyer beware, no warranties are offered or implied with these items unless agreed separately in writing and endorsed by an officer of the company.
- 4.0.4. The company provides component parts and software specifically designed for motorsport and off road use it is the buyers responsibility to ensure that any parts, software or services they require are suitable and legal within the region for which they are to be used the company shall in no way be held responsible directly or indirectly for any consequences as a result of unlawful use of its products, equipment or software.

4.1.0 **ROLLING ROAD**

Additional terms and conditions apply to the use of the Dyno-Rolling road see Section

5.0 Delivery

5.0.1. Delivery Point is ex the Suppliers works unless otherwise stated.

5.0.2. The date of delivery specified by the Supplier is an estimate only. Time for delivery shall not be of the essence of the contract and the Supplier shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the goods or services, howsoever caused.

5.0.3. If through lack of instructions from the Customer the Supplier is unable to deliver the Goods or Services to the customer within 7 days after the date that the Supplier sends the Customer notification that the Goods or Services are deliverable, the supplier may, where applicable arrange for their storage and at its option, insurance, either at the suppliers own works or elsewhere and the Customer will pay to the supplier the reasonable charges and costs for so doing.

6.0 Passing of Risk

6.0.1. Notwithstanding the provisions of Clauses 5 hereof all risks of accidental loss or damage to all Goods passes to the Customer either on delivery or if stored by the Supplier under the provisions of Clause 5.3 at the commencement of storage of the Goods by the Supplier.

7.0 Loss or Damage Pre-Delivery or In Transit

7.0.1. Any loss or damage or shortage of Goods must be notified to the Supplier as soon as possible and in any event within 3 (Three) working days of delivery and in the case of damage the damaged goods and their packaging must be preserved otherwise the Supplier shall be entitled to disclaim liability that the Supplier might otherwise have incurred. The Customer must notify the Supplier of any non-delivery within 14 days of the date of the Suppliers advice of despatch.

8.0 Price and Payment

The price quoted in the Suppliers Quotation is open for acceptance for 30 days. If an order is not received and accepted by the Supplier within the period stated, the Supplier may review its prices.

- 8.0.1. The price quoted in the Suppliers Quotation is open for acceptance for 30 days. If an order is not received and accepted by the Supplier within the period stated, the Supplier may review its prices. (See also terms and conditions relating to Labour, services and workshop works)
- 8.0.2 All prices quoted are exclusive of Value Added Tax at the appropriate rate payable in respect to the supply of Goods and Services and any applicable charges as outlined in the Quotation and this will be additionally payable by the Customer.
- 8.0.3 Payment of the invoiced amounts shall be in the manner specified in the Quotation and shall be due and payable:-On placing order which shall be deemed as confirmation of order and acceptance of these terms and conditions
- For agreed account holders only within 30 calendar days of date of invoice unless otherwise agreed in writing. Invoices will be raised for Goods on delivery and for Services on completion, unless otherwise agreed.
- 8.0.4 Where deposit terms are agreed, payment of the deposit must be made with the placing of the order.
- 8.0.5 If the Customer does not pay the whole of the invoice by the required date the Supplier shall
- be entitled to charge interest on any overdue amount from the date when payment becomes due from day to day until the date of payment at a rate of 4% per annum above the base rate of the Bank of England for the first 15 days after the 30th date of invoice (days 30-45), increasing to 6% per annum above the base rate of the Bank of England after 45 days.
- 8.0.6 In the event that the Customer's procedures require that an invoice be submitted against a purchase order to receive payment, the Customer shall be responsible for issuing such purchase order before the goods and services are supplied.
- 8.0.7 So long as any payment is outstanding whether under this Contract or any other contract between the Supplier and the Customer, the Supplier shall have a lien on of the Customers
- Goods in the Suppliers possession and the Supplier shall be entitled to retain such Goods or any of them and/or suspend work on any Contract until payment is made.
- 8.0.8 So long as any payment is outstanding, the Supplier shall not be obliged to make good any deficiency under the terms of its warranties.
- 8.0.9 Cancellation of the Customers purchase order can only be accepted after prior negotiation and agreement. If the Supplier agrees to accept cancellation, part cancellation or return of the Goods, a minimum charge of 20% will be made.
- 8.0.10 The Supplier cannot accept liability for any importation taxes, sales taxes or charges that may be levied at delivery destinations outside of the UK.

Acceptable methods of payment are

- a) Cash in UK sterling
- b) Visa or Master Card
- c) PayPal
- d) Bankers draft
- e) BACS
- f) Payment by cheque will only be accepted by prior agreement

8.0.12 Payment by cheque will be deemed as paid once the funds have cleared the company bank account, any cheques not honoured by the issuer's bank or referred to drawer will incur reasonable charges and hence the account will become overdue and may at the discretion of the company incur charges outlined in 8.0.5

9.0 Retention of Title

9.0.1. Notwithstanding the delivery of and the passing of risk in the Goods to the Customer, title in the Goods shall not pass to the Customer until:

- (a) The Customer shall have paid the Supplier in full therefore pursuant to Condition 8.0.3 and where applicable 8.0.4
- (b) That no other sums are then outstanding from the Customer to the Supplier on any account whatever whether or not such sums have become due for payment.

9.0.2. Until such time as title in the Goods passes to the Customer, the Customer shall hold such Goods as the Supplier's fiduciary agent and bailee, and shall keep such Goods properly stored, protected and insured.

9.0.3. Until such time as title in the Goods passes to the Customer, the Supplier shall be entitled at any time to require the Customer to deliver up such Goods to the Seller and if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where such Goods are stored and mark, identify and repossess such Goods.

9.0.4. In the event that the Supplier exercises any of its rights under Condition 9.0.3, any right of the Customer to sell, dispose of, deal or in any way use Goods in which title has not passed to the Customer shall cease forthwith. This Condition 9.0.4 is without prejudice to any other rights and remedies available to the Supplier.

9.0.5. The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods, which remain the property of the Supplier.

10.0 Warranty

10.0.1. The Supplier warrants that as from the date of receipt the goods and all their component parts, where applicable, are free from any defects in design, workmanship, construction or materials.

10.0.2. The Supplier warrants that the services performed under this agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

- 10.0.3. Except as expressly stated in these Terms and Conditions, all warranties whether expressed or implied, by operation of law or otherwise, are hereby excluded in relation to the goods and services to be provided by the supplier.
- 10.0.4. Specific terms of warranties and the warranty period are outlined in each specific section under “Terms of Limited Warranty”

11.0 Indemnification

- 11.0.1. The Customer shall indemnify the Supplier against all claims, costs and expenses which the supplier may incur and which arise, directly or indirectly, from the Customer’s breach of any of its obligations under these Terms and Conditions, including any claims brought against the supplier alleging that any Goods and/or Services provided by the supplier in accordance with the quotation infringes any patent, copyright or trade secret or other similar right of third party

12.0 Limitation of Liability

- 12.0.1. Except in respect of death or personal injury due to negligence, for which no limit applies, the entire liability of the supplier to the customer in respect of any claim whatsoever or breach of these Terms and Conditions, whether or not arising out of negligence, shall be limited to the price paid by the customer for the goods and services to which the claim relates.
- 12.0.2. In no event shall the Supplier be liable to the Customer for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or the supplier had been made aware of the possibility of the customer incurring such a loss.
- 12.0.3. Nothing in these Terms and Conditions shall exclude or limit the Supplier’s liability for death or personal injury resulting from the supplier’s negligence or that of its employees, agents or sub-contractors.

13.0 Termination

Either party may terminate this Contract forthwith by notice in writing to the other if:

- 13.0.1. The other party commits a material breach of this Contract and, in the case of a breach capable of being remedied, fails to remedy it within 30 calendar days of being given written notice from the other party to do so;
- 13.0.2. The other party commits a material breach of this Contract which cannot be remedied under any circumstances;
- 13.0.3. The other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;
- 13.0.4. The other party ceases to carry on its business or substantially the whole of its business; or
- 13.0.5. The other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

14.0 Intellectual Property Rights

- 14.0.1. All Intellectual Property Rights produced from or arising as a result of the performance of this Contract shall, so far as not already vested, become the absolute property of the Supplier, and the Customer shall do all that is reasonably necessary to ensure that such rights vest in the Supplier by the execution of appropriate instruments or the making of agreements with third parties.

15.0 Force Majeure

- 15.0.1. Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

16.0 Independent Contractors

- 16.0.1. The Supplier and the Customer are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties. The Supplier may, in addition to its own employees, engage sub-contractors to provide all or part of the services being provided to the Customer and such engagement shall not relieve the Supplier of its obligations under this Agreement or any applicable Quotation.

17.0 Assignment

- 17.0.1. The Customer shall not be entitled to assign its rights or obligations or delegate its duties under this Contract without the prior written consent of the Supplier

18.0 Severability

- 18.0.1. If any provision of this Contract is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction, such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Contract had been agreed with the invalid illegal or unenforceable provision eliminated.

19.0 Waiver

- 19.0.1. The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Contract.

20.0 Notice

20.0.1. Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the Specification Document or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

21.0 Entire Agreement

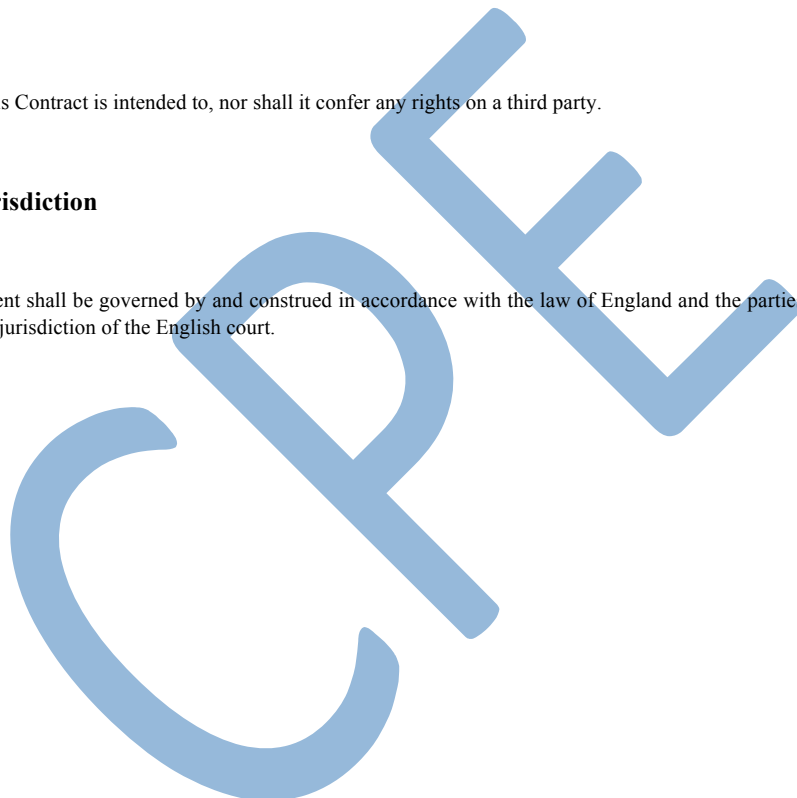
21.0.1. This Contract contain the entire agreement between the parties relating to the supply of Goods and Services and supersede any previous agreements, arrangements, contracts, undertakings or proposals, oral or written. Unless expressly provided elsewhere in these Terms and Conditions, these Terms & Conditions may be varied only by a document signed by both parties.

22.0 No Third Parties

22.0.1. Nothing in this Contract is intended to, nor shall it confer any rights on a third party.

23.0 Governing Law and Jurisdiction

23.0.1. This Agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English court.



24.0 Terms of limited warranty

Mongoose Stainless steel exhausts

- 24.0.1. Collins Performance Engineering undertakes every effort to ensure that its products are manufactured to the highest standards possible. Collins Performance Engineering offers a limited warranty that they are free of defects in material and workmanship. The period of this warranty is outlined in Schedule 1
- 24.0.2. Only purchasers buying directly from Collins Performance Engineering and its approved resellers and agents are eligible to obtain cover under the limited warranty.
- 24.0.3. This warranty extends to the original purchaser only and is not transferable unless clearly stated in the schedule below.
- In all claims under this warranty shall be supported by proof of purchase (Usually the original purchase invoice showing the Name and date of purchase).
- 24.0.4. Collins Performance Engineering Ltd warrants the products outlined in Schedule 1 against defects in materials or workmanship and will at their discretion and where necessary following inspection and testing at their factory, replace, refund or repair any items found to be faulty due to failure in workmanship or material.
- 24.0.5 Any claims under the warranty must be made in the first instance by contacting Collins Performance by telephone on Tel 01260-279604 or Fax 01260 299208
- 24.0.6. It is the purchaser's responsibility to return products at the purchaser's expenses to allow for any inspection and or testing. All items returned must be suitably wrapped and fit for transport and should include a full written details of the claim together with Name, Address, when and where purchased, proof of purchase and details of defects.
- 24.0.7. Collins Performance Engineering shall following inspection at their discretion repair, replace or refund any item deemed to be a valid claim within the terms of this warranty.
- 24.0.8. Collins Performance does not accept any liability for any loss consequential or otherwise, resulting from or relating to a claim under this warranty whether the warranty claim is accepted or not.
- 24.0.9. All costs related to the removing and replacing any items under claim shall be at the expense of the purchaser. No part of this warranty shall affect the purchasers' statutory rights.

Schedule 1 Stainless Steel exhausts

Collins Performance engineering hereby warrants against defects all Mongoose stainless steel exhausts manufactured by them or on their behalf as follows.

Lifetime guarantee Stainless steel exhausts except for items specified below

Flexible sections	period of warranty	12 Months from purchase date
Sports CATS	(See note ~1 below)	12/24 Months from purchase date
Mounts		24 Months from purchase date
Hangers		24 Months from purchase date
None stainless steel items		24 Months from purchase date

Conditions of warranty

This warranty shall be null and void if for any of the following has caused damage to the exhaust system

- A) The failure of any part resulting directly or indirectly by misuse, accident, faulty engine mounts, faulty hangers, excessive vibration and or backfire.
- B) Any damage caused resulting from engine damage (such as explosion turbo failure backfire etc.)
- C) Modification of the exhaust system.
- D) Damage caused by collision or impact
- E) Damaged as a result of motorsport.

CPPE

25.0 Terms of limited warranty

Magnex Stainless steel exhausts

- 25.0.1. Collins Performance Engineering undertakes every effort to ensure that its products are manufactured to the highest standards possible. Collins Performance Engineering offers a limited warranty that they are free of defects in material and workmanship. The period of this warranty is outlined in Schedule 2
- 25.0.2. Only purchasers buying directly from Collins Performance Engineering and its approved resellers and agents are eligible to obtain cover under the limited warranty.
- 25.0.3. This warranty extends to the original purchaser only and is not transferable unless clearly stated in the schedule below.
- In all claims under this warranty shall be supported by proof of purchase (Usually the original purchase invoice showing the Name and date of purchase).
- 25.0.4. Collins Performance Engineering Ltd warrants the products outlined in Schedule 1 against defects in materials or workmanship and will at their discretion and where necessary following inspection and testing at their factory, replace, refund or repair any items found to be faulty due to failure in workmanship or material.
- 25.0.5 Any claims under the warranty must be made in the first instance by contacting Collins Performance by telephone on Tel 01260-279604 or Fax 01260 299208
- 25.0.6. It is the purchaser's responsibility to return products at the purchaser's expenses to allow for any inspection and or testing. All items returned must be suitably wrapped and fit for transport and should include a full written details of the claim together with Name, Address, when and where purchased, proof of purchase and details of defects.
- 25.0.7. Collins Performance Engineering shall following inspection at their discretion repair, replace or refund any item deemed to be a valid claim within the terms of this warranty.
- 25.0.8. Collins Performance does not accept any liability for any loss consequential or otherwise, resulting from or relating to a claim under this warranty whether the warranty claim is accepted or not.
- 25.0.9. All costs related to the removing and replacing any items under claim shall be at the expense of the purchaser
- No part of this warranty shall affect the purchasers' statutory rights.

Schedule 2 Magnex Stainless Steel exhausts

Collins Performance engineering hereby warrants against defects all Magnex stainless steel exhausts manufactured by them after acquisition of the Magnex trade name in 2009 or on their behalf post 2009 as follows.

2.1 Lifetime guarantee Stainless steel exhausts except for items specified below

Flexible sections	period of warranty	12 Months from purchase date
Sports CATS	(See note ~1 below)	12/24 Months from purchase date
Mounts		24 Months from purchase date
Hangers		24 Months from purchase date
None stainless steel items		24 Months from purchase date

Conditions of warranty

This warranty shall be null and void if for any of the following has caused damage to the exhaust system

- A) The failure of any part resulting directly or indirectly by misuse, accident, faulty engine mounts, faulty hangers, excessive vibration and or backfire.
- B) Any damage caused resulting from engine damage (such as explosion turbo failure backfire etc.)
- C) Modification of the exhaust system.
- D) Damage caused by collision or impact

E) Damaged as a result of motorsport.

~1 100 cell sports cat has a 12 month warranty 200 cell 24 month warranty

CPFE

26.0 Terms of limited warranty

Collins Performance Engineering CPE Excluding Electronics

- 26.0.1. Collins Performance Engineering undertakes every effort to ensure that its products are manufactured to the highest standards possible. Collins Performance Engineering offers a limited warranty that they are free of defects in material and workmanship. The period of this warranty is outlined in Schedule 3
- 26.0.2. Only purchasers buying directly from Collins Performance Engineering and its approved resellers and agents are eligible to obtain cover under the limited warranty.
- 26.0.3. This warranty extends to the original purchaser only and is not transferable unless clearly stated in the schedule below.
- In all claims under this warranty shall be supported by proof of purchase (Usually the original purchase invoice showing the Name and date of purchase).
- 26.0.4. Collins Performance Engineering Ltd warrants the products outlined in Schedule 3 against defects in materials or workmanship and will at their discretion and where necessary following inspection and testing at their factory, replace, refund or repair any items found to be faulty due to failure in workmanship or material.
- 26.0.5. Any claims under the warranty must be made in the first instance by contacting Collins Performance by telephone on Tel 01260-279604 or Fax 01260 299208
- 26.0.6. It is the purchaser's responsibility to return products at the purchaser's expenses to allow for any inspection and or testing. All items returned must be suitably wrapped and fit for transport and should include a full written details of the claim together with Name, Address, when and where purchased, proof of purchase and details of defects.
- 26.0.7. Collins Performance Engineering shall following inspection at their discretion repair, replace or refund any item deemed to be a valid claim within the terms of this warranty.
- 26.0.8. Collins Performance does not accept any liability for any loss consequential or otherwise, resulting from or relating to a claim under this warranty whether the warranty claim is accepted or not.
- 26.0.9. All costs related to the removing and replacing any items under claim shall be at the expense of the purchaser

No part of this warranty shall affect the purchasers' statutory rights.

Schedule 3 Collins Performance Engineering

Collins Performance engineering hereby warrants against defects all products as follows.

Conditions of warranty

This warranty shall be null and void if for any of the following has caused damage

- A) The failure of any part resulting directly or indirectly by misuse, accident, faulty engine mounts, faulty hangers, excessive vibration and or backfire.
- B) Any damage caused resulting from engine damage (such as explosion turbo failure backfire etc.)
- D) Damage caused by collision or impact
- E) Damaged as a result of motorsport.

27.0 Terms of limited warranty

Powerchips/CP Level Software/ iFlash/ My Genius

27.0.1 Non Commercial Vehicles

All software upgrades are developed in house for off road or motor sport conditions and have been tested under controlled conditions to operate within the manufacturers published tolerances.

Warranty on all remap upgrades is strictly limited to software provided and is guaranteed to be free of viruses and defects.

In addition to the above Collins Performance offer a 60day money back guarantee if the customer is not completely satisfied with the upgrade subject to the following conditions.

The vehicle has not been further modified
The software maps on the vehicle are as provided in the original upgrade
The vehicle is made available within 14 days of request to reinstate the original software

It is to be clearly understood that any modification made under performance upgrade made are the sole responsibility of the owner and may not meet the requirements of the current MOT vehicle testing legislation neither do Collins Performance Engineering imply in any way that modified vehicles are compliant and suitable for use on public highways; furthermore any upgrades are developed and designed for off road motorsport purposes only. Collins Performance Engineering do not accept any responsibility or liability for damage to vehicles its contents or losses in any form or however caused. It is the sole responsibility of the owner to ensure the safe and legal operation of the vehicle in the circumstances it is to be used. Certain modifications may invalidate insurance, MOT and warranties. It is therefore the sole responsibility of the owner to ensure all interested parties (I.E. Holder of warranties, insurances and registration documents) are advised of such developments.

27.0.2 Commercial and Agricultural vehicles

All software upgrades are developed in house and have been tested under controlled conditions to operate within the manufacturers published tolerances.

Warranty on all remap upgrades is strictly limited to software provided and is guaranteed to be free of viruses and defects.

In addition to the above Collins Performance offer a 60day money back guarantee if the customer is not completely satisfied with the upgrade subject to the following conditions.

The vehicle has not been further modified
The software maps on the vehicle are as provided in the original upgrade
The vehicle is made available within 14 days of request to reinstate the original software.

27.0.3 The amount of refund is equal to the original amount paid only.

27.0.4 A refund will be provided once verification of the software status has been made

27.1.1 **iFlash**

27:1:2 Description

iFlash is an integrated human interface device. It designed to communicate and exchange software from car to computer and computer to car. Each kit is provided with a key USB dongle which carries relevant firmware and software necessary to download /update and modify the vehicle. A USB lead and the iFlash devices (With OBD interface).

Instructions for the safe installation of the firmware can be found on our website at

<http://collinsperformance.com/wp-content/uploads/2016/10/Install-instructions-issue-8-08-17.doc.pdf>

2.8 General Motor servicing and repairs

- 28.0.1 Non Commercial
- 28.0.2. A contract will be binding between Collins Performance Engineering Ltd and the customer upon the booking of “car service, diagnostics repair or inspection”.
- 28.0.3. If you place an order via the phone or internet you certify that you are legally entitled and capable of entering into a contract and you are at least 18 years of age and reside within the UK.
- 28.0.4 Collins Performance Engineering Ltd will provide details of the cost of each car service and the work required before any work is undertaken. All work and costs, including additional work must be approved by the customer before any such work is carried out. (See also pricing Sec 3.0) Below
- 28.0.5. If the car service cannot be done within the time specified or within 1 day due to circumstances beyond Collins Performance Engineering Ltd.’s control, an advisor will contact the customer and inform them accordingly – this may sometimes be due to parts not being delivered or the work required may take longer to complete see also 1.2 and 3.0 below. Collins Performance Engineering does not accept any liability consequential or directly for such losses caused by such delays that are beyond their control.
- 28.0.6. All work is subject to VAT as required by law.
- 28.0.7. Special oils, spark plugs and / or other components may be required for your vehicle service. In the event of cancellation by you of the works a fee of 20% of the value of the parts will be due and payable if such parts have been delivered to our premises or in the event Collins Performance are unable to cancel delivery you shall be liable to suppliers charges plus 20% See also Item 28.0.18. below.
- 28.0.8. Unless stated otherwise all parts used will adhere to the manufacturers service schedule and warranty and will be of “original equipment” (OE) standard – ensuring all warranties are validated, unless it is agreed by both parties that alternative or aftermarket materials and parts are to be used.
- 28.0.9. In addition to your Statutory Rights, a Parts & Labour Warranty is provided for a period of 12 months (or within 12,000 miles - whichever comes first) of work carried out by a Collins Performance Engineering Ltd garage. The Warranty covers replacement defective parts or related workmanship.
- 28.0.10. The Warranty is dependent upon:
- (a). Collins Performance Engineering Ltd having the opportunity to investigate or rectify any faults within a reasonable timeframe
 - (b). The manufacturer's vehicle operating instructions have been followed.
 - (c). Having the vehicle serviced according to the manufacturers recommended schedule (at the time or distance specified).
 - (d). Full compliance with Collins Performance Engineering advisories, warnings and information or any instructions provided by a Collins Performance Engineering Ltd staff member.
 - (e). The parts or workmanship carried out not being subjected abnormal conditions or unreasonable wear and tear.
- 28.0.11 On completion of works all agreed charges become due and payable. You can pay by Debit / Credit Card or cash Cheques cannot be accepted without prior agreement and in any event must be cleared prior to collection of vehicle.
- 28.0.12. Collins Performance Engineering Ltd does not accept any liability for any damage or losses suffered by the Customer from the storage of its vehicle at a Collins Performance Engineering Ltd garage.
- 28.0.13. The customer has the right to cancel at any time, as long as any of the agreed work to date has been paid for up to the point of cancellation. See also Item 1.6 above
- 28.0.14. Storage and handling
- Collins Performance Engineering Ltd reserve the right to charge storage for any vehicle left at their premises where:-
- Work cannot be completed due to delays in delivery of parts ordered by persons other than Collins Performance
- For vehicles awaiting authorisation of works greater than 24hours
- For vehicles awaiting inspection or approval from third parties
- For vehicles left without collection or for works not paid for or by agreement otherwise
- Vehicles not collected by the close of business shall be subject to the following rates by purpose of (13a, b, and c, d.)

First 24 hour's £50.00 or part thereof subsequent charges will be based on £20 per eight hour period (i.e. £60 per 24 hour period or a weekly rate of £300 all charges will be subject to VAT. In addition labour charges may be applicable where man handling is required to move the vehicle. Any vehicle occupying a lift ramp that cannot be removed or moved will incur charges of £100 per working day period plus additional overnight charges laid out above plus VAT (i.e. £100+ 2x8hour periods of £20 = £140 + VAT.

- 28.0.15. Collins Performance Engine Ltd.'s employees, agents or representatives' negligence or for any business losses. This does not affect any claim that the customer may have for death or personal injury. Nothing in this condition will affect the customer's statutory rights that the works are performed with due skill and care, that the goods supplied are of satisfactory quality and are fit for purpose will not be responsible or liable for any unforeseeable losses; losses that were not caused by Collins Performance Engineering Ltd and that the products and services correspond with their description.
- 28.0.16. Collins Performance Engineering Ltd will not be responsible for any loss of valuable items left by the customer and are not connected to the vehicle or damage to such items.
- 28.0.17. Collins Performance shall not be liable or responsible for losses or delays due to so called acts of god, industrial action, civil unrest, acts of war or any other circumstance which prevents them from undertaking normal operations.
- 28.0.18. Health & Safety laws will apply where applicable when each customer's vehicle is serviced.
- 28.0.19. Short term, quick fix pro tem fixes or repairs, Collins Performance do not offer or provide any assurances or warranties for repairs on a pro tem basis under any circumstances. It is the sole responsibility of the owner to ensure any short term or pro tem fixes are repaired to standard as soon as possible. Furthermore Collins Performance does not assure or declare that short term pro tem fixes are compliant with local or national legislation.
- 28.0.20. Right of lien Vehicles may not be removed until such time all accounts are settled and shall be held under right of lien which shall include any charges arising from 1.13d above.
- 28.0.21. Intentionally blank (Condition removed)
- 28.0.22. By agreeing to these terms and conditions you are aware of what the service you are purchasing and what is included. Any additional items not included in the service may be charged at an extra cost, but will not be completed without prior authorisation.
- 28.0.23. Where the transaction value is over £1000 or a fraud alert is raised, Collins Performance Engineering Ltd reserves the right to ask for the payment to be made by BACS/CHAPS.

THESE TERMS AND CONDITIONS AND THE TERMS OF GUARANTEE CONTAINED IN THEM DO NOT AFFECT THE STATUTORY RIGHTS OF A CONSUMER REGARDING FAULTY OR MISDESCRIBED PRODUCTS OR SERVICES OR ANY FAILURE BY COLLINS PERFORMANCE ENGINEERING LTD IN THE SUPPLY OF GOODS OR THE UNDERTAKING OF WORK.

29.0. Breakdown recovery and emergency repair VOR

Collins Performance do not provide a recovery service and will only accept vehicles with prior agreement.

- 29.0.1. On accepting delivery of any vehicle that cannot be started or safely driven Collins Performance will allocate works on that vehicle as soon as practicably possible within the constraints of workshop time and availability, no guarantee or undertaking is given or implied that any work will be carried out on the day of arrival or to the time schedule for repair or assessment.
- 29.0.2. Intentionally blank (Condition removed)

30.0 General Motorsport and motorsport developments

30.0.1 Preface Motorsport modifications

It is to be clearly understood that any modification made under performance upgrade made are the sole responsibility of the owner and may not meet the requirements of the current MOT vehicle testing legislation neither do Collins Performance Engineering imply in any way that modified vehicles are compliant and suitable for use on public highways; furthermore any upgrades are developed and designed for off road motorsport purposes only. Collins Performance Engineering do not accept any responsibility or liability for damage to vehicles its contents or losses in any form or however caused. It is the sole responsibility of the owner to ensure the safe and legal operation of the vehicle in the circumstances it is to be used. Certain modifications may invalidate insurance, MOT and warranties. It is therefore the sole responsibility of the owner to ensure all interested parties (I.E. Holder of warranties, insurances and registration documents) are advised of such developments.

30.0.2. A contract will be binding between Collins Performance Engineering Ltd and the customer upon the booking of "Performance upgrades and motorsport developments".

30.0.3. If you place an order via the phone or internet you certify that you are legally entitled and capable of entering into a contract and you are at least 18 years of age and reside within the UK.

30.0.4. Collins Performance Engineering Ltd will provide details of the cost of each car upgrade and/or modification and the work required prior to the work being undertaken. All work and costs, including additional work must be approved by the customer before any work is carried out. . (See also pricing Sec 3.0) Below

30.0.5. Special oils, spark plugs or any other component parts or materials that are purchased solely for the purpose of your vehicle upgrade may in the event of cancellation of the upgrade by you may be subject to a fee of, not more than 20% of the value of the parts, and shall be due and payable if such parts have been delivered to our premises or in the event Collins Performance are able to cancel delivery you are liable to suppliers charges plus 20%

30.0.6. All work is subject to VAT as required by law at the rate ruling at the time of settlement.

30.0.7. In addition to your Statutory Rights, a Parts & Labour Warranty is provided for a period of 12 months (or within 12,000 miles - whichever comes first) of work carried out by a Collins Performance Engineering Ltd. The Warranty covers replacement defective parts or related workmanship. See 2.7 for exclusions

30.0.8. Excluded from the warranty shall be

- a) Any parts provided by the customer that have been purchased elsewhere.
- b) Any part identified as second hand or used.
- c) Parts installed or being fitted against the advice of Collins Performance Engineering.
- d) Parts and components fitted for the purpose of Research and development on behalf of the customer.

31.0 Rolling Road. Dynamometer (Dyno)

31.0.1.. Rolling roads are by definition designed to test vehicles to the extreme of performance, it shall be the owner's sole and final responsibility to assure both themselves and Collins Performance Engineering that the vehicle is in good order and suitable for testing. Collins Engineering accepts no responsibility for damage or loss that occurs due to malfunction and / or failure of the vehicle being tested during or after such testing.

31.0.2.. If by the opinion of the technician operating the dynamometer that it is unsafe or not feasible to start or continue the test then all testing will cease until such time the issues can be remedied and demonstrated to the technician in charge. See also 31.0.2

31.0.3. In the event that testing has been stopped in line with 2.8.2 above the whole amount due under completion shall be due and payable.

32. Pricing and costing's and timings.

32.0.1. In providing costing's for planned works the cost of all parts are quoted and are as outlined above all labour charges are estimated and are subject to change in line with the actual time taken to undertake the actual works. Collins Performance undertakes to carryout works as close to possible to the estimated times, this may not be possible due to many reasons such as excessively damaged or corroded parts etc. and other unforeseen circumstances. Customers will be advised as soon as is practicably possible of such circumstances.

32.0.2 Diagnosing tracing of faults or faulty parts is charged as is on an actual time taken labour charge per man as follows.

- a) First 45mins £50.00 + VAT (Per man Hour) or part thereof.
- b) Each hour thereafter @ £50.00 + VAT or part thereof

c) Minimum charge for labour and diagnostic equipment £50.00 +VAT

32.0.3

For providing full reports and findings to third parties (Such as insurance, legal support or accident investigation etc.) a minimum charge of £75.00 is applicable in addition to those outlined in 32.0.2 above.

CPPE

Collins Performance engineering Ltd

Loyalty Rewards Program

Issue 1 Oct 2016

33:0:0

Definitions

33:0:1.

CPE Ltd shall mean Collins Performance Engineering Ltd and may be referred in text as” we” or “us “

33:0:2.

You shall mean the customer as the person who has applied to become a member of the Loyalty Rewards Program

33:0:3.

Applicant shall mean an individual who is applying to become a member of the program but is still subject to acceptance

33:0:4.

Member shall mean an individual who has subscribed, registered and been accepted into the Program and has read and accepted the terms and conditions.

33:0:5.

Program shall mean the Collins Performance Engineering Ltd Loyalty Rewards Program and is referred to as the “Program”

33:0:6

Qualifying purchases shall mean any purchase made for CPE Ltd products and services invoiced and paid for in addition some third party products may also qualify. The value of qualifying points therefore may not equal the value of the invoice as some items may not qualify. VAT is not included in the qualifying purchase

33:0:7.

Qualifying products include but not limited to:-

CPE

Mongoose

Magnex

Powerchips

iFlash

Renntech

LOYALTY CARD TERMS AND CONDITIONS

34:0:0

Membership

34:0:1.

Any one over the age of 16 years can apply to become a member of the Program.

34:0:2.

Applicants must complete the application form in order to be considered for membership. Your name and address must be provided for a card to be registered. If you do not register your Card you will not be able to redeem your points

34:0:3.

Applicants can acquire and accumulate points once an application form has been submitted but can only redeem points once accepted as a member.

34:0:4.

All members must be registered and accept the terms and conditions of membership

34:0:5

A personal Loyalty Rewards Program card will be issued to each member and must be used to receive and redeem points. The loyalty card shall at all times remain the property of CPE Ltd.

34:0:6

Membership can be cancelled by CPE Ltd at any time and without notice if the member abuses, is not acting in the interest or to the detriment of CPE Ltd.

34:0:7.

Members agree to **receive** notifications by Post, e-mail or sms regarding special events, promotions or offers. Members may opt out at any time by contacting CPE Ltd

34:0:8.

If you materially breach these terms, and where such breach can be remedied, if you do not remedy the breach within 30 days of a written notice of the breach from CPE Ltd or if we reasonably believe that you have breached these terms and/or abused

the LOYALTY Program, your Card may be terminated, any points earned but not redeemed may be cancelled and your LOYALTY account closed without prior notice. CPE Ltd reserves the right to take any action deemed necessary where a Cardholder is found to have abused the LOYALTY Program

34:1:0 Membership Card

34:1:1 Your LOYALTY card is issued to you but remains the property of CPE Ltd. You must return your card to us on request or destroy it if we so reasonably request. You are responsible for the security of your Card and for the transactions and/or redemption of points made using your Card. If you lose your Card or think an unauthorised person has become aware of any security code, password or Card number you should promptly contact the member helpline, 01260-279604

34:1:2. Your Card can be used to earn points at participating stores and online at www.collinsperformance.com. Details as to how points can be collected and redeemed appear below. Points will expire if unused for a period of 2 years; however your LOYALTY Account and Card will remain valid.

34:1:3. Points are personal to you and cannot be transferred to anybody else. They may only be redeemed and earned in accordance with these terms

34:1:4. Your Card cannot be used as a credit card or a guarantee card.

34:1:5. Your card is not transferable.

34:1:6. Points cannot be shared or merged with any other member.

34:1:7. The LOYALTY program is only for consumer use. The Card cannot be used for any transaction where the beneficiary is a business entity or for any other commercial purposes.

34:1:8. In addition to the above CPE Ltd, reserves the right to (i) stop issuing Cards at any time if we decide to terminate the LOYALTY Program; (ii) to alter or amend the terms and conditions of operation of the Card and/or the LOYALTY Program by publishing notices on our website; www.collinsperformance.com and/or (iii) withdraw or cancel the Card and/or the points (including but not limited to the redemption and issue of such) and/or LOYALTY Account or reasonable notice to you by letter, email or publishing such notice on our website at www.collinsperformance.com

34:1:9.

35:2:0 Collecting and Redeeming Points Value

35:2:1 Members can collect points from qualifying purchases at a rate of 1 point for every qualifying £1 spent

35:2:2 The points have no monetary value and can only be used if redeemed against a qualifying purchase. (Typical value is 1% of each qualifying £ (£*1%))

35:2:3 Points cannot be redeemed for the purchase of gift cards.

35:2:4 CPE Ltd may at their discretion offer bonus points at various times for various promotions or reward schemes

- 35:2:5. Gift cards do not qualify for loyalty points
- 35:2:6 Points cannot be redeemed in conjunction with any other offers or promotional discounts unless expressly agreed by CPE Ltd
- 35:2:7. Points cannot be redeemed without the loyalty card if your card is lost or stolen follow the procedure outlined in 2:1:1 above prior to redeeming any points. If you present your loyalty card within Twenty one days from date of invoice you may claim points not added at the time of purchase providing you have your loyalty card with you.
- 35:2:8 Loyalty points are not issued for deposits but may be eligible against the final purchase if such items qualify under the scheme.
- 35:2:9. Loyalty point will be deducted from your points balance for any items returned and refunded that originally qualified for points.
- 35:2:10 CPE Ltd by offering the loyalty reward program does not imply by any means any special privileges or service other than points as outlined within these terms and conditions.
- 35:2:11 CPE Ltd reserve the right to withdraw the scheme at any time in accordance with 2:1:8 above
- 36:0:0 DATA Protection act
- 36:0:1 All cards must be registered to the members name and address all information provided is used solely for the purpose of providing information regarding CPE Ltd products and services and shall not be disclosed to any third party or outside agency unless required to do so by law.
- 36:0:2 Our Data Protection and Privacy Policy relating to this LOYALTY Program sets out the information that we will collect about you, how we use the information
- 36.0.3 We will not share or sell any of your information to any third party or agency unless required to do so by court order and or act of parliament
- 36.0.4 Collins Performance Engineering Ltd is registered with the Information Commissioners Office Registration number ZA2875347.

CPE

37.0:0 Finance

37.0:1 Collins Performance offer regulated finance facilities for purchases over £280.00 subject to status with the exception of items specifically excluded in 37.0:2

37.0:2 Items excluded from finance are:-

- a) Value under £280.00
- b) Software and software development
- c) Consumable items with an expected lifespan less than the credit period applied for
- d) Vehicle servicing or routine maintenance.
- e) Gift cards, vouchers or loyalty cards

37.0:3 Credit facilities are provided by and are subject to the terms and conditions provided by:-

Omni Capital Retail Finance
10 Norwich Street
London
EC4A 1BD

Omni capital Retail is registered in England No 7232938 and is regulated by The Financial Conduct Authority
Firm reference No 720729

37.0:4 Minimum criteria for applications for finance

- a) Must be 18 years or over
- b) Be in full time employment, retired or self employed
- c) Provide 3 years personal address history
- d) Have a current UK bank account capable of Direct Debit handling.

37.0:5 Interest rates a variable for latest information visit our website www.collinsperformance.com

37.0:6 Cooling Off

A cooling off period is time allowed under law to enable a consumer to cancel an agreement without incurring any penalty. In consumer credit, the cooling off period permitted by the Consumer Credit Act 1974 and its subsequent enhancements is 14 days.

If you enter a non-credit related agreement at your home, other law permits a cooling off period of 7 days.

If you buy anything over the internet, by mail order, or by phone, under the Distance Selling Regulations the cooling off period is also 7 days, but commence on the day after you agree to take the goods or service.

If you are entitled to cancel a credit agreement, you must be sent a cancellation notice within the cooling off period explaining that you have the right to cancel the agreement. A cancellation form will be enclosed with the notice and you can use this (or write a letter) to cancel the agreement. Should you decide to cancel, the cancellation must be sent to the lender within five days of receiving the notice, preferably by recorded delivery. A telephone call will not normally be sufficient.

37.0:7 Any promotional offers or incentives will be deducted from the amount borrowed and cannot be used as deposit or partial payment.

37.0:8 In the event of a claim against warranty claimants must, in the first instance contact Collins Performance Engineering and obtain a warranty claim reference number. All claims will be dealt with in accordance with the terms of warranty outlined in Sections 24, 25, 26 and 27 above.
In the event of a claim being upheld and a refund, financial offer and or compensation agreed it will only be refunded to the finance company and will under no circumstances to be paid directly to the customer unless the amount of payment exceeds that of the outstanding loan amount in such cases the balance after satisfying amounts owed to the finance company, will be paid to the customer.

Incorporated into Collins Performance Engineering Ltd Terms and Conditions as amended by

Issue 1 Amended Oct. 2016

Issue 2 Amended Dec. 2016

Issue 3 Amended Jan. 2017

Issue 4 Amended Aug. 2017

Issue 5 Amended Oct. 2017

Issue 6 Amended Dec. 2017

Issue 7 Amended Dec. 2017

Issue 8 Amended Jan. 2018

CP&E

CPE