LAKELAND ENGINE SPARES

ENGINE RECONDITIONING – TERMS & CONDITIONS

1. Scope of Work and Estimates

Any quotation or estimate provided by Lakeland Engine Spares is an approximation based on the information available to us at the time the estimate is prepared.

The exact condition of an engine and the full extent of work required cannot be determined until the engine has been dismantled, stripped, inspected and assessed.

Accordingly, an estimate is not a fixed or final price unless expressly confirmed in writing as a fixed quotation.

During dismantling and inspection, additional wear, damage, defects or components requiring replacement may be identified. This may result in additional parts, machining, labour or other work being required.

Where significant additional work or costs are identified, we will endeavour to contact the customer and obtain approval before proceeding where reasonably practicable.

The customer acknowledges that, where additional work is reasonably necessary to complete the agreed reconditioning work, the final cost may exceed the original estimate.

The final invoice will reflect the actual parts, machining, labour and services required to complete the work.

2. Engine Removal and Refitting

Unless specifically agreed in writing and included within our quotation, removal of the engine from the tractor, machinery or vehicle is not included in our service. This includes:

- Removal of the engine;
- Delivery of the engine to our premises;
- Refitting the engine following completion of our work;
- Any labour or costs associated with removal or refitting.

Where removal or refitting is carried out by a third party, any workmanship or damage arising from that work is the responsibility of that third party.

3. Transport and Delivery

Unless specifically agreed in writing, transport of the engine is not included in our service.

The customer is responsible for arranging and paying for transportation of the engine to and from our premises.

We are not responsible for damage caused to an engine during transportation where the transport has been arranged by the customer or a third-party carrier acting on the customer's behalf.

4. Ancillary Components

Our work relates to the engine reconditioning work specifically identified in the quotation.

Unless expressly included in the quotation, our work does not extend to ancillary components or systems including, but not limited to:

- Turbochargers;
- Injectors;
- Fuel pumps;
- Radiators;

- Oil coolers;
- Cooling systems;
- Electrical systems;
- Wiring;
- Exhaust systems;
- Air intake systems;
- Gearboxes or transmissions;
- Clutches;
- Hydraulic systems;
- Other components connected to or operating alongside the engine.

Where we identify a potential problem with an ancillary component which may affect the operation of the reconditioned engine, we will advise the customer where reasonably practicable.

5. Additional Work

Where additional work is required that was not included in the original estimate, the additional work may incur further charges at the current hourly rate.

Where reasonably practicable, significant additional costs will be discussed with the customer before the work is undertaken.

The customer accepts that certain additional work may only become apparent after dismantling, inspection or machining and could not reasonably have been identified when the original estimate was provided.

6. Parts Supplied by the Customer

Where the customer supplies parts or components for use in the reconditioning work, we are not responsible for defects, failures or damage arising from the quality, condition, suitability or failure of those customer-supplied parts.

The use of customer-supplied parts may affect any warranty or guarantee relating to the completed engine.

Where we consider a customer-supplied part unsuitable, we will advise the customer where reasonably practicable.

7. Previous Repairs or Modifications

Where an engine has previously been dismantled, repaired, modified, reconditioned or otherwise worked on by another person or company, we cannot accept responsibility for defects, damage or workmanship arising from that previous work.

Any additional work required as a result of previous repairs, modifications or incorrect assembly may be charged separately.

8. Warranty

Any warranty or guarantee offered by Lakeland Engine Spares will apply only to the workmanship and parts supplied by us as part of the specific engine reconditioning work, and will be subject to these Terms & Conditions.

The warranty:

- Is non-transferable and applies only to the original purchaser named on the invoice or quotation;
- Covers only the engine reconditioning work and/or parts supplied by us;
- Does not cover parts or components supplied by the customer or by any third party;
- Does not cover the removal or refitting of the engine;
- Does not cover labour costs incurred for the removal or refitting of the engine;

- Does not cover transportation, recovery or towing costs;
- Does not cover loss of use, loss of production or hire of replacement machinery;
- Does not cover consequential or indirect losses, except where such liability cannot legally be excluded or limited.

Where a warranty claim is accepted, our responsibility will be limited to the relevant engine reconditioning work or parts supplied by us, subject always to the customer's statutory rights.

Maximum Warranty Liability: Subject always to the customer's statutory rights and any liability which cannot legally be excluded or limited, the maximum financial liability of Lakeland Engine Spares arising from or in connection with the reconditioning work shall not exceed the total amount actually paid to us for the specific engine reconditioning work giving rise to the claim.

For the avoidance of doubt, the warranty does not provide cover for costs exceeding the total amount paid to us for the specific reconditioning work, except where such limitation is prohibited by law.

Any warranty provided by us is in addition to, and does not replace, any statutory rights which apply to the customer.

9. Warranty Exclusions

A warranty may not apply where an engine failure or damage results from circumstances outside our workmanship or parts supplied by us, including but not limited to:

- Incorrect installation;
- Incorrect fitting or assembly;
- Incorrect oil or coolant;
- Lack of servicing or maintenance;
- Oil starvation or inadequate lubrication;
- Overheating;
- Contaminated oil or fuel;
- Incorrect operation;
- Misuse or abuse;
- Excessive loading;
- Over-revving;
- Continued operation after a fault has become apparent;
- Failure of an ancillary component;
- Failure of a component not supplied or reconditioned by us;
- Unauthorised modification;
- Repairs carried out by a third party;
- Dismantling by a third party without our prior agreement.

This list is not exhaustive.

10. Installation and Customer Responsibilities

The customer is responsible for ensuring that the engine is correctly installed and that all associated systems are suitable, clean, correctly connected and functioning correctly before the engine is operated.

The customer should ensure, where applicable, that:

- Correct engine oil and filters are fitted;
- The cooling system is clean and functioning correctly;
- Correct coolant is used;
- The fuel system is clean and functioning correctly;
- The air filtration system is clean and suitable;
- The turbocharger is checked;

- Injectors and fuel systems are checked where appropriate;
- The oil cooler is checked or replaced where necessary;
- The radiator and cooling system are functioning correctly;
- All hoses, pipes and associated components are in satisfactory condition.

Failure to properly install, service or maintain the engine may result in engine failure and may affect any warranty claim.

11. Faults Following Installation

If a fault develops following installation, the customer should stop the engine immediately and contact Lakeland Engine Spares before further use, where reasonably practicable.

The customer should not continue operating an engine where there is, but is not limited to:

- Loss or reduction of oil pressure;
- Overheating or a significant increase in engine temperature;
- Unusual, abnormal or excessive engine noise;
- Excessive smoke;
- Warning lights or warning messages;
- Loss of coolant;
- Significant oil loss or leakage;
- Loss of power or abnormal engine performance;
- Excessive vibration;
- Unusual smells;
- Abnormal exhaust emissions;
- Any other indication of a potentially serious engine fault.

This list is not exhaustive. Any unusual noise, warning, change in engine performance, fluid loss or other indication of a potential fault should be treated seriously and the engine should be stopped immediately where it is safe and reasonably practicable to do so.

Continued operation after a fault or warning sign has become apparent may cause additional damage to the engine and may affect any warranty claim.

Where a warranty claim is being considered, the customer must contact Lakeland Engine Spares before arranging repairs or dismantling by another party, where reasonably practicable.

Nothing in this section removes or limits any statutory rights which cannot legally be excluded.

12. Warranty Inspection

All warranty claims are subject to inspection.

Where necessary, the engine may need to be returned to our premises so that the cause of failure can be established.

Unless otherwise agreed, the customer is responsible for arranging and paying for the removal and transportation of the engine for inspection.

A failed engine does not automatically constitute a warranty claim. The cause of failure must be established before responsibility can be determined.

If inspection establishes that the failure was not caused by our workmanship or parts supplied by us, any additional inspection, dismantling, transportation or repair costs may be chargeable to the customer at the current hourly rate.

13. Opportunity to Remedy

Where a problem is alleged to relate to our workmanship or parts supplied by us, the customer must give us a reasonable opportunity to inspect the engine and, where appropriate, put the matter right.

The customer should not instruct another repairer to dismantle or repair the engine before giving us that opportunity, except where urgent action is reasonably necessary to prevent further damage or for safety reasons.

Where another repairer is instructed without giving us a reasonable opportunity to inspect or remedy the alleged defect, this may affect our ability to establish the cause of the failure.

Nothing in this clause removes or limits any statutory rights which cannot legally be excluded.

14. Liability and Maximum Financial Liability

We will be responsible for carrying out the agreed reconditioning work with reasonable care and skill and in accordance with applicable law.

Subject always to the customer's statutory rights and any liability which cannot legally be excluded or limited, the maximum financial liability of Lakeland Engine Spares arising from or in connection with the reconditioning work shall not exceed the total amount actually paid to us for the specific engine reconditioning work giving rise to the claim.

This limitation applies to claims arising from our workmanship or parts supplied by us.

We do not accept responsibility for indirect or consequential losses, loss of profit, loss of production, loss of use, replacement machinery, recovery costs, transportation costs, engine removal or refitting costs, third-party labour or other losses arising outside the work specifically undertaken by us, except where such liability cannot legally be excluded or limited.

Nothing in these Terms & Conditions is intended to remove, restrict or exclude any statutory rights or liability which cannot legally be removed, restricted or excluded.

15. Payment

Payment is due in accordance with the payment terms stated on the quotation or invoice.

Any additional work, parts, machining or labour agreed or reasonably required in accordance with these Terms & Conditions will be added to the final invoice.

Unless otherwise agreed, the completed engine will not be released until payment has been received in full.

16. Storage of Completed Engines

Once the customer has been notified that the engine is complete and ready for collection or delivery, the customer is responsible for arranging collection or transportation within a reasonable period, and no longer than 3 months from the date of invoice without incurring a charge.

Where goods remain uncollected after three months longer, a storage chard of 1% of the total invoice value per month will apply, subject to a minimum charge of £25 per month. Storage charges will continue to accrue until the goods are collected or otherwise dealt with in accordance with our terms and conditions.

17. Acceptance of Terms

By instructing Lakeland Engine Spares to undertake work, the customer confirms that they have had the opportunity to read these Terms & Conditions and agrees to be bound by them.

These Terms & Conditions should be read together with the quotation and invoice relating to the individual job.

Where a specific written agreement for an individual job conflicts with these Terms & Conditions, the specific written agreement will take precedence to the extent of that conflict.

These Terms & Conditions are governed by the law applicable in Northern Ireland.

Nothing in these Terms & Conditions is intended to remove, restrict or exclude any statutory rights or liability which cannot legally be removed, restricted or excluded.