

BARUM ENGINES LTD

GENERAL TERMS & CONDITIONS OF BUSINESS

Version: 1.0

1. GENERAL

1.1 These General Terms & Conditions ("Terms") apply to all goods, services, machining, engine reconditioning, engine building, inspection, repair, assembly and other work ("Work") undertaken or supplied by **Barum Engines Ltd** ("Barum Engines Ltd", "we", "us" or "our") for any customer ("Customer", "you" or "your").

1.2 These Terms, together with any estimate, invoice, written agreement, specification, warranty policy or other document expressly incorporated into the relevant order, form the agreement between Barum Engines Ltd and the Customer.

1.3 By requesting our services, accepting an estimate, placing an order, authorising work to commence, supplying goods or components to us, or otherwise instructing us to undertake Work, you agree to be bound by these Terms.

1.4 Where there is any conflict between these Terms and a specific written agreement relating to a particular job, the specific written agreement shall take precedence to the extent of the conflict.

1.5 Our current Warranty Policy applies separately to applicable warranty claims and forms part of the terms under which applicable warranty work is provided.

2. ESTIMATES, QUOTATIONS AND AUTHORISATION TO PROCEED

2.1 Unless expressly stated otherwise in writing, any price provided by Barum Engines Ltd is an **estimate** and not a fixed quotation.

2.2 Estimates are based upon the information available to us at the time they are prepared and may be subject to change where additional faults, damage, machining requirements, parts requirements, supplier price changes or other circumstances are discovered during inspection or dismantling.

2.3 Where an estimate is provided for inspection, dismantling, machining, reconditioning, assembly or other Work, acceptance of that estimate constitutes the Customer's authority for

Barum Engines Ltd to commence the Work described in the accepted estimate, unless the Customer expressly instructs us in writing not to proceed.

2.4 Acceptance may be provided by email, message, telephone confirmation, signed documentation, payment, collection/delivery arrangements, or any other clear instruction indicating that the Customer wishes us to proceed.

2.5 If the Customer accepts an estimate but subsequently instructs Barum Engines Ltd to stop Work, the Customer remains responsible for all Work carried out, parts ordered or supplied, machining undertaken, third-party costs incurred and other reasonable costs arising from the instruction.

2.6 Acceptance of an estimate does not prevent Barum Engines Ltd from identifying and charging for additional Work reasonably required as a result of findings made after inspection or dismantling.

3. ADDITIONAL WORK AND VARIATIONS

3.1 During inspection, dismantling, machining or assembly, Barum Engines Ltd may identify faults, damage, wear or other conditions which could not reasonably have been identified before the Work commenced.

3.2 Where additional Work is required, we will endeavour to notify the Customer and obtain approval where reasonably practicable.

3.3 Where immediate action is reasonably necessary to protect the Customer's property, prevent further damage, preserve components or continue the agreed Work efficiently, Barum Engines Ltd may undertake reasonable additional Work and charge the Customer accordingly.

3.4 Additional Work may include, without limitation:

- additional machining;
- replacement of damaged or unsuitable components;
- removal of broken or seized fasteners;
- rectification of previously damaged components;
- additional cleaning or preparation;
- specialist testing;
- balancing;
- outsourced machining or specialist services;
- additional labour resulting from unforeseen conditions; and
- parts required as a result of inspection or dismantling.

3.5 Where the final cost is likely to materially exceed the accepted estimate, Barum Engines Ltd will, where reasonably practicable, contact the Customer before incurring substantial additional expenditure.

4. INSPECTION AND DISMANTLING

4.1 Where an engine or component is supplied to Barum Engines Ltd for inspection, the initial assessment may be limited until the relevant components have been dismantled.

4.2 Internal damage, wear, previous repairs, modifications or other conditions may not be apparent until dismantling has taken place.

4.3 Where dismantling is authorised, the Customer accepts responsibility for the reasonable costs of dismantling and inspection whether or not further Work is subsequently authorised.

4.4 Barum Engines Ltd shall not be responsible for damage, deterioration or failure that is discovered during dismantling where such damage was pre-existing or was not caused by our Work.

5. CUSTOMER-SUPPLIED PARTS AND COMPONENTS

5.1 Parts, components, materials or other goods supplied by the Customer remain the Customer's responsibility unless expressly agreed otherwise in writing.

5.2 Barum Engines Ltd reserves the right to refuse to fit, machine or use any component which we reasonably consider unsuitable, damaged, incorrectly specified, defective or incompatible with the intended application.

5.3 Where the Customer insists upon the use of a component which Barum Engines Ltd has advised may be unsuitable, we reserve the right to decline the Work or require written confirmation from the Customer accepting responsibility for the component.

5.4 Customer-supplied parts are not covered by Barum Engines Ltd's parts warranty. This is consistent with our Warranty Policy, which expressly states that customer-supplied parts are not our responsibility.

5.5 Where a Customer-supplied component contributes to or causes a failure, Barum Engines Ltd shall not be responsible for the resulting failure to the extent permitted by law.

6. PARTS, SUPPLIERS AND THIRD-PARTY SERVICES

6.1 Parts supplied by Barum Engines Ltd may be sourced from manufacturers, distributors or other suppliers.

6.2 Unless expressly agreed otherwise, warranties relating to supplied components are subject to the relevant manufacturer's or supplier's warranty terms.

6.3 Where necessary, Barum Engines Ltd may assist the Customer with a supplier warranty claim but does not guarantee the outcome of such a claim.

6.4 Barum Engines Ltd may use reputable third-party specialists for services including, but not limited to, balancing, specialist machining, coating, testing, cleaning and other specialist processes.

6.5 Where third-party services are required, the Customer authorises Barum Engines Ltd to arrange such services where they form part of the agreed Work.

7. ENGINE BUILDING AND RECONDITIONING

7.1 Engine reconditioning and building involves specialist engineering processes and may require machining, component replacement and measurement against applicable specifications.

7.2 Where a Customer specifies a particular performance objective, compression ratio, power output, application or intended use, such specification does not constitute a guarantee that the completed engine will achieve a particular performance figure unless expressly agreed in writing.

7.3 Performance, reliability and service life may be affected by factors outside Barum Engines Ltd's control, including calibration, fuel system condition, turbocharger condition, installation, cooling system condition, lubrication, driving style, operating conditions and ancillary components.

7.4 Customers are responsible for ensuring that all ancillary components required for the proper operation of an engine are suitable and correctly installed.

7.5 Where warranty coverage applies, the requirements contained within the Barum Engines Ltd Warranty Policy regarding ancillary-component verification must also be complied with.

8. CUSTOMER RESPONSIBILITY FOR INSTALLATION AND USE

8.1 Unless expressly agreed in writing, Barum Engines Ltd is not responsible for removal or installation of an engine into a vehicle.

8.2 The Customer is responsible for ensuring that the engine is installed correctly and that all associated systems are suitable and functioning correctly.

8.3 The Customer is responsible for correct lubrication, cooling, fuelling, electrical systems, ECU calibration, turbocharging, exhaust systems and all other systems which may affect engine operation.

8.4 Where applicable, the Customer must follow Barum Engines Ltd's engine running-in instructions.

8.5 Failure to correctly install, maintain, calibrate or run in an engine may affect warranty coverage. The Warranty Policy specifically excludes damage caused by improper installation, improper maintenance, incorrect fluids, incorrect mapping, failure to run in correctly, detonation, pre-ignition and oil starvation.

9. PAYMENT

9.1 Payment terms shall be those specifically agreed between Barum Engines Ltd and the Customer for the relevant job.

9.2 Unless otherwise agreed in writing, invoices become due in accordance with the payment terms stated on the invoice or otherwise agreed with the Customer.

9.3 Barum Engines Ltd reserves the right to require deposits, staged payments or payment in full before commencing or releasing Work where this has been agreed or reasonably required for the particular job.

9.4 Barum Engines Ltd may suspend Work where an agreed payment has not been received.

9.5 Where payment becomes overdue, Barum Engines Ltd reserves the right to suspend further Work and withhold completion, delivery or collection of the Customer's property to the extent permitted by law.

9.6 The Customer shall remain responsible for reasonable costs incurred by Barum Engines Ltd in recovering overdue sums, subject to applicable law.

9.7 A dispute concerning part of an invoice does not automatically entitle the Customer to withhold payment of undisputed amounts.

10. RETENTION OF CUSTOMER PROPERTY

10.1 Where permitted by law, Barum Engines Ltd may retain possession of goods, engines, components, vehicles or other property belonging to or supplied by the Customer where sums properly due to Barum Engines Ltd remain unpaid.

10.2 This may include property relating to the relevant job and, where a valid contractual or other legal right exists, other property in our possession belonging to the Customer.

10.3 Nothing in these Terms is intended to create a right to retain or dispose of property where such a right does not otherwise exist in law.

10.4 The Customer remains responsible for payment of sums properly due notwithstanding that Barum Engines Ltd is retaining possession of property.

11. STORAGE AND COLLECTION

11.1 The Customer is responsible for collecting or arranging delivery of completed Work and Customer property promptly once Barum Engines Ltd has notified the Customer that it is ready.

11.2 Barum Engines Ltd reserves the right to apply storage charges where Customer property remains on our premises beyond a reasonable collection period.

11.3 Storage charges may be applied where, for example:

- completed Work is not collected promptly;
- an engine, vehicle or component remains awaiting Customer instructions for an extended period;
- the Customer delays payment or collection;
- the property occupies workshop, storage or working space;
- the property causes Barum Engines Ltd to incur additional handling, storage or administrative costs;
- the Customer repeatedly fails to respond to requests for instructions, payment or collection; or
- continued retention of the property materially interferes with Barum Engines Ltd's normal business operations.

11.4 Storage charges may be introduced after reasonable notice to the Customer and will be charged at the rate notified to the Customer.

11.5 Barum Engines Ltd reserves the right to require outstanding invoices and/or storage charges to be paid before releasing property, to the extent permitted by law.

11.6 The Customer must not assume that storage is provided free of charge merely because no storage fee was initially stated on the estimate.

11.7 Where property has remained uncollected for a prolonged period despite reasonable attempts to contact the Customer, Barum Engines Ltd reserves the right to take further lawful steps concerning the property, including seeking recovery of outstanding sums or exercising any lawful rights available to it.

11.8 Nothing in this clause permits Barum Engines Ltd to dispose of Customer property without complying with any legal requirements applicable to such disposal.

12. VEHICLES AND PROPERTY LEFT ON OUR PREMISES

12.1 Where a vehicle is left at Barum Engines Ltd's premises, the Customer must remove personal belongings and valuables before leaving the vehicle.

12.2 The Customer must provide all necessary keys, security devices and information required to move or access the vehicle.

12.3 Barum Engines Ltd may move vehicles or property within its premises where reasonably necessary for operational, safety or security reasons.

12.4 The Customer remains responsible for ensuring that the vehicle is adequately insured where required.

12.5 Barum Engines Ltd shall not be responsible for loss or damage except to the extent caused by our negligence, breach of contract or other liability which cannot lawfully be excluded.

13. COMPLETION AND COLLECTION

13.1 Barum Engines Ltd will endeavour to complete Work within any estimated timescale provided but does not guarantee completion by a particular date unless expressly agreed in writing.

13.2 Delays may arise from parts availability, supplier delays, machining requirements, unforeseen damage, specialist subcontractors, workload, customer instructions or other circumstances outside our reasonable control.

13.3 Once Work has been completed and the Customer has been notified, the Customer must arrange prompt collection or delivery in accordance with the agreed arrangements.

13.4 Failure to collect property may result in storage charges under Clause 11.

14. CANCELLATION AND TERMINATION

14.1 If the Customer instructs Barum Engines Ltd to stop Work after Work has commenced, the Customer shall pay for all Work completed up to the date of cancellation together with parts, materials, machining, third-party costs and other reasonable costs incurred.

14.2 Where parts or services have been specially ordered for the Customer and cannot reasonably be cancelled or returned, the Customer shall remain responsible for those costs.

14.3 Barum Engines Ltd may terminate or suspend a job where the Customer fails to provide required instructions, fails to make agreed payments, behaves abusively towards staff, or otherwise materially breaches these Terms.

15. WARRANTY

15.1 Applicable warranty coverage is governed by the current Barum Engines Ltd Warranty Policy.

15.2 The Warranty Policy should be read together with these Terms.

15.3 Nothing in these Terms is intended to reduce or remove any statutory rights which cannot lawfully be excluded or limited.

15.4 The Customer must comply with all applicable warranty requirements, including notification and inspection requirements.

15.5 In particular, Barum Engines Ltd retains the right to inspect an engine or affected component before any third-party repair, disassembly or diagnostic work is undertaken. Unauthorised disassembly or repair may invalidate warranty coverage in accordance with the Warranty Policy.

15.6 Warranty claims must be made in accordance with the process set out in the Warranty Policy, including notification within the stated period and provision of relevant documentation.

16. LIMITATION OF LIABILITY

16.1 Nothing in these Terms excludes or limits liability which cannot legally be excluded or limited.

16.2 Subject to Clause 16.1, Barum Engines Ltd shall not be liable for indirect or consequential losses arising from the Work, including loss of use, loss of earnings, business interruption or other consequential financial losses, to the extent permitted by law.

16.3 Barum Engines Ltd shall not be responsible for failures or damage caused by matters outside our control, including incorrect installation, third-party modifications, incorrect calibration, unsuitable ancillary components, misuse, neglect, competition or motorsport use where not expressly agreed, or failure to follow our instructions.

16.4 The specific limitations and exclusions contained within the Warranty Policy shall apply to warranty claims. The Warranty Policy expressly excludes a number of consequential and associated costs, including loss of use, downtime, towing/transportation, loss of earnings, engine removal labour and consumables, subject to applicable law.

17. MOTORSport, COMPETITION AND HIGH-PERFORMANCE APPLICATIONS

17.1 Customers must inform Barum Engines Ltd if an engine or component is intended for motorsport, competition, racing, track use or other high-performance applications.

17.2 Unless expressly agreed in writing, Barum Engines Ltd does not warrant engines for competition or motorsport applications.

17.3 Where a high-performance specification is agreed, the Customer acknowledges that increased performance may increase component stress, wear and maintenance requirements.

17.4 Tuning, calibration and vehicle setup remain the responsibility of the Customer unless expressly included within the agreed Work.

18. CUSTOMER INFORMATION AND SPECIFICATIONS

18.1 The Customer is responsible for providing accurate information regarding the vehicle, engine, intended application, modifications, previous repairs, performance requirements and other relevant circumstances.

18.2 Barum Engines Ltd shall not be responsible for problems arising from inaccurate or incomplete information supplied by the Customer.

18.3 Where a Customer requests a particular specification, component or configuration, Barum Engines Ltd may advise the Customer where we believe the requested specification is unsuitable. We reserve the right to refuse Work that we consider unsafe, technically inappropriate or outside our capabilities.

19. OWNERSHIP OF WORK AND DOCUMENTATION

19.1 Unless otherwise agreed, all technical documentation, specifications, photographs, measurements, drawings, processes and other materials produced by Barum Engines Ltd remain our property and may be retained for our records.

19.2 The Customer shall not reproduce or commercially exploit Barum Engines Ltd's proprietary technical documentation, processes or specifications without our written consent.

20. FORCE MAJEURE

20.1 Barum Engines Ltd shall not be liable for delay or failure to perform caused by circumstances outside our reasonable control.

20.2 Such circumstances may include supplier failures, parts shortages, machinery breakdown, fire, flood, extreme weather, industrial action, interruption of utilities, transport disruption, governmental action or other circumstances beyond our reasonable control.

21. NOTICES AND COMMUNICATION

21.1 The Customer agrees that Barum Engines Ltd may communicate regarding estimates, approvals, invoices, Work, collection, warranty matters and other matters by email, telephone or electronic messaging using the contact details supplied by the Customer.

21.2 The Customer is responsible for ensuring that Barum Engines Ltd has accurate and current contact details.

21.3 Where written approval is required under these Terms, email or another agreed electronic communication method shall constitute written approval.

22. COMPLAINTS AND DISPUTES

22.1 Customers should raise any concerns regarding Work with Barum Engines Ltd as soon as reasonably practicable so that we have an opportunity to investigate and, where appropriate, rectify the matter.

22.2 Nothing in this clause prevents a Customer from exercising any statutory rights available to them.

22.3 The parties shall endeavour to resolve disputes in good faith before commencing court proceedings where reasonably practicable.

23. CONSUMER RIGHTS

23.1 Where the Customer is a consumer, nothing in these Terms shall exclude, restrict or otherwise affect any statutory rights or remedies which cannot lawfully be excluded or restricted.

23.2 Where any provision of these Terms would be unenforceable against a consumer, that provision shall be interpreted or limited to the extent necessary to remain lawful, without affecting the remaining provisions.

24. BUSINESS CUSTOMERS

24.1 Where the Customer is acting wholly or mainly for purposes relating to its business, certain statutory consumer protections may not apply.

24.2 Where the Customer is a business, the Customer acknowledges that it is entering into the agreement for business purposes and that the agreed specification, estimate and payment terms are material to the contract.

25. SEVERABILITY

25.1 If any provision of these Terms is found to be invalid, unlawful or unenforceable, that provision shall be treated as modified or removed only to the extent necessary, and the remaining provisions shall continue in full force and effect.

26. NO WAIVER

26.1 A failure or delay by Barum Engines Ltd to exercise any right under these Terms shall not constitute a waiver of that right.

27. GOVERNING LAW AND JURISDICTION

27.1 These Terms and any contract between Barum Engines Ltd and the Customer shall be governed by the laws of England and Wales.

27.2 Subject to any mandatory statutory rights available to a consumer, the courts of England and Wales shall have jurisdiction in relation to disputes arising from these Terms or the Work.

28. ACCEPTANCE OF THESE TERMS

28.1 By accepting an estimate, instructing Barum Engines Ltd to commence Work, supplying property or components to us, making payment towards Work, or otherwise engaging our services, the Customer confirms that they have had the opportunity to read and understand these Terms and agrees to be bound by them.

28.2 The Customer should raise any questions regarding these Terms before accepting an estimate or instructing Work to commence.

BARUM ENGINES LTD

These General Terms & Conditions should be read in conjunction with the applicable Barum Engines Ltd Warranty Policy and any specific written terms agreed for the relevant job.