

# ***Engine Union***

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## **Engine Warranty Terms & Conditions**

### **1. Introduction**

#### **1.1. Purpose of Document**

This document outlines the terms and conditions for the services provided by **Engine Union Limited**. You (the customer) are advised to read it carefully and completely.

#### **1.2. Company Services**

- Engine Union Limited specializes in repairing the existing engine in your car.
- The engine is removed, disassembled, and a detailed damage report with images is provided to you.

#### **1.3. Reconditioning Quote**

- Typically, Engine Union provides a "Reconditioning Quote" to repair your existing engine.
  - This quote is based on the terms listed below unless stated otherwise.
  - Warranty coverage: **12 months or 12,000 miles**, whichever comes first.
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## **2. Scope of Reconditioning**

### **2.1. Fully Reconditioned Engine Includes:**

- Piston rings fitted.
- Main and end bearings fitted.
- Head gasket and gasket kit fitted.
- Crankshaft seals replaced.
- Cylinder block and liners inspected.
- Cylinder head skimmed and fully tested.
- Valve clearance checked and re-seated.

- Crankshaft polished.
- Connecting rods inspected.
- Timing belt or chain replaced.
- Oil changed with quality viscous oil and new oil filter.
- A comprehensive damage report including images and videos.

## 2.2. Components Not Included:

- Engines are provided as a bare assembly (head(s), block, and sump).
  - Original auxiliaries (starter, alternator, filters, coil pack, injectors, manifolds, sensors, etc.) are refitted to your unit.
  - New auxiliaries/components are not included in the quoted cost.
  - These original parts are **not covered** under the warranty provided by Engine Union Limited.
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## 3. Pricing and Adjustments

### 3.1. Price Adjustments

- Prices for reconditioned engines and fitting services are current at the time of the quote.
- The company reserves the right to increase the contract price if:
  - Additional repairs are necessary upon engine disassembly.
  - Your original engine is not fit for reconditioning (i.e., not in a serviceable condition).
  - The company's costs increase between preparing the quote and completing the work.

### 3.2. Additional Repairs

- If additional repairs are necessary for proper vehicle operation and you decline them:
  - You may collect your vehicle in its uncompleted state.
  - All labour and parts costs incurred up to that point are payable.
  - Labour costs:
    - £110 per hour for specialized work.

- £80 per hour for general work.

### 3.3. Disassembled or Incomplete Engines

- If the vehicle is collected and the engine/gearbox has been disassembled or is incomplete due to prior work by others:
    - The company will reassemble the unit.
    - Labour costs to make it complete will be added to your final invoice.
    - All exchange units must be complete and serviceable before acceptance by our supplier.
  - If your exchange unit has missing parts or is non-serviceable (e.g., hole in the block):
    - You will be billed for the additional cost of missing parts or a replacement exchange unit.
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## 4. Storage and Additional Charges

### 4.1. Storage Charges

- A storage charge of £25 per day applies for vehicles left on the company's premises after 3 working days post-completion.

### 4.2. Fuel Charges

- If vehicles require fuel for testing purposes:
  - Charge of £1.50 per litre.
  - Approximately 100 miles are covered to ensure no oil leaks and all parts function properly.

### 4.3. Non-Running Vehicles

- The company is **not responsible** for other problems/issues indicated on the vehicle's cluster unit unrelated to the contracted work, such as:
  - Gearbox issues.
  - Braking system faults.
  - Exhaust system faults.
  - Air suspension faults.
  - Turbo and sensors.

- Other items aside from the unit we are contracted to repair.

#### 4.4. Wear and Tear Items

- If something breaks due to basic wear and tear (e.g., bonnet release, wheel nuts, jubilee clips):
    - We will contact you upon discovering the fault.
    - The cost of repair will be added to the final invoice (parts and labour).
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### 5. Completion Time and Delays

#### 5.1. Estimated Completion Time

- The time period quoted for work completion is approximate and does not account for unforeseen delays.

#### 5.2. Liability for Delays

- The company endeavors to complete all work promptly but accepts **no liability** for delays due to causes beyond its control, including:
    - Non-delivery or late availability of parts.
    - Delays in goods and services.
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### 6. Cancellation Policy

#### 6.1. Cancellation by Customer

- An order or instruction accepted by the company may be canceled by the customer only with the company's agreement.
  - The customer must pay for all costs, charges, or expenses incurred up to and as a result of the cancellation.
  - Cancellation is accepted only when all sums due have been paid.
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### 7. Payment Terms

#### 7.1. Payment on Completion

- Reconditioned engines, fitting charges, and any additional charges must be paid in full upon collection.

#### 7.2. Delivery

- If the customer opts for vehicle delivery:
  - The full amount, including any additional delivery charges, must be paid before delivery.

### 7.3. Failure to Pay or Collect

- If the customer fails to pay for and/or collect the vehicle within **7 days** after notification of completion:
    - Additional storage charges of £35 per day will apply from the end of that period.
    - After **1 month**, the company may (after giving 7 days' notice) sell the vehicle/goods to recover costs.
      - Deduct the amount owing (including interest, storage charges, admin charges, and costs of sale).
      - Pay any balance to you, if any.
      - If the sale value is less than the amount owed, the company will pursue the outstanding payment through legal action.
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## 8. Lien and Title Retention

### 8.1. Company's Lien

- The company retains a lien over the replacement engine supplied and/or the customer's vehicle until all costs are discharged in full and payments have cleared.

### 8.2. Retention of Title

- Title to the goods remains vested in the company until full payment of all sums is made.

### 8.3. Risk

- The risk in the goods passes to the customer upon delivery.
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## 9. Notices

### 9.1. Communication

- All written notices given by the company to the customer take effect 24 hours after being dispatched to the invoice address via normal mail delivery.

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## 10. Company's Liability

### 10.1. Care of Vehicle

- The company shall take reasonable care of the vehicle while in custody.
- Liability is limited to loss or damage caused by the company's negligence.
- The company will determine whether to repair or replace the damaged part or offer compensation.

### 10.2. Liability Limitations

- The company cannot accept liability for:
  - Loss or damage to personal property or business goods left in the vehicle.
  - Loss or damage occasioned by release of the vehicle to authorized person(s) who settle the outstanding account.

### 10.3. Customer Advisory

- Customers are advised to remove all items of value not related to the vehicle before work commences.

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## 11. Warranty Conditions

### 11.1. Warranty Coverage

- The engine warranty is for the "engine bar" only (head(s), block, and sump).
- Warranty duration: **12 months or 12,000 miles**, whichever comes first.
- The warranty is **non-transferable** and available only to the original purchaser.

### 11.2. Exclusions

- Warranty **does not cover**:
  - Ancillaries or parts attached to the engine bar (e.g., turbocharger, injectors, sensors, electrical components, manifolds, gaskets, covers).
  - Water pump, diesel pump, timing components, or any other affixed components (auxiliaries).

### 11.3. Invalidity of Warranty

- The warranty is **void** if:

- Defects are due to defective materials supplied by third parties (your remedy is against that third party).
- Manufacturer and engineering defects where engine seizure is a common fault.
- The vehicle is used for competitions, racing, record attempts, or non-private/commercial use.
- The vehicle is abused, neglected, damaged by wear and tear, rust, or not maintained per manufacturer's recommendations.
- The vehicle is damaged in any subsequent accident.
- The vehicle has been modified in any way without authorization.
- Service procedures have not been kept up to date, including the initial service after 500-900 miles and inspection at 2,000 miles.
- Coolant has been lost, and the vehicle is driven without coolant, causing overheating.
- Ancillary components cause engine failure (e.g., turbocharger).

#### 11.4. Service Requirements

- **Mandatory Service Schedule:**
  - Service and inspection after the first **500-900 miles**.
  - Inspection (no oil change) at **2,000 miles**.
  - Service every **10,000 miles** or **12 months** from the initial oil change.
- **Service Provider:**
  - Must be performed by a **certified technician** and vetted company.
  - Services by "Mobile Mechanics," the customer, relatives, or friends are **not acceptable**.

#### 11.5. Service Checklist

- Changing the oil and oil filter.
- Checking and topping off coolant levels.
- Adjusting ignition timing where applicable.
- Re-torquing the cylinder head and manifolds where applicable.
- Adjusting valve lash where applicable.

- Inspecting the engine for oil and water leaks.
- Running a full diagnostics scan and providing a report.

#### 11.6. Initial Inspection

- The initial 500 and 2,000-mile inspections can be done **free of charge** by Engine Union Limited.
- If you choose another mechanic:
  - Engine Union Limited will not provide any financial relief or support.
- A labour charge of **£40** applies to the oil change (parts/fluids not included).

#### 11.7. Maintenance Costs

- The vehicle owner is responsible for maintenance costs, including oils, lubricants, antifreeze, filters, elements, belts, sensors, clutches, and any additional items replaced during warranty repairs.

#### 11.8. Heat Tabs

- Heat tabs may be fitted to reconditioned engines.
- Tampering with heat tabs or indications of overheating will **void the warranty**.

#### 11.9. Aftermarket Modifications

- Addition of aftermarket "performance" parts or chipping/remapping will **void your warranty** unless authorized via company letterhead or email.

#### 11.10. Towing Usage

- If the vehicle is used for towing, it must be within the manufacturer's recommendations.

#### 11.11. Fair Wear and Tear

- The warranty will not apply if repair is necessitated simply due to fair wear and tear.

#### 11.12. False Claims

- If any material facts are withheld or a false/fraudulent report is given, the warranty becomes **void**, and any amounts paid under this warranty become repayable immediately.

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## 12. Warranty Claims



## 12.1. Claim Procedure

- **Steps to Make a Claim:**
  - Contact us via email or telephone to report the problem.
  - Receive a claim form via email.
  - Fill out and return the claim form for review.
  - Claim is reviewed (normally within 48 hours).
  - Our staff will inform you of authorized actions.

## 12.2. Customer Responsibilities

- Deliver the vehicle to Engine Union Limited premises at the owner's expense for full inspection.
- Rectification of faults will be carried out only after costs (if any) and methods of repair have been agreed upon.
- **No invoices** from other repairers will be accepted for payment.

## 12.3. Limitations

- Any claim is restricted to the **maximum value of the invoice charged**.
- The company is **not liable** for labour charges or consequential losses arising directly or indirectly from the transaction.
- The warranty **does not cover** hire cars or claims of consequential loss.

## 12.4. Individual Assessment

- All warranty claims are dealt with individually, considering the unique factors of each case.
- We strive to handle claims promptly, aiming for completion within a reasonable time after notification.

## 12.5. Coverage Conditions

- The warranty only covers the vehicle when used on public metalled roads.
- It **does not apply** in marine situations, competition, racing, speed, or off-road trials.

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## 13. Limitation of Liability

### 13.1. Exclusion of Liability

- The company shall not be liable in any circumstances for loss or damage of any kind, whether direct, indirect, or consequential, arising from:
  - Indemnity.
  - Breach of contract.
  - Negligence.
  - Breach of statutory duty.

### 13.2. Statutory Rights

- The undertaking as to title in Section 12 of the Sale of Goods Act 1979 is **not excluded**.
- Where the customer deals as a consumer (as defined in Section 12 of the Unfair Contract Terms Act 1977), the undertakings implied by Sections 13, 14, 15 of the Sale of Goods Act 1979 are **not excluded**, and the customer's statutory rights are not affected.
- The company does not exclude or restrict liability for death or personal injury resulting from its own negligence.

### 13.3. Consumer Protection Act

- The company does not exclude any liability under the Consumer Protection Act 1987 for damage as defined in Section 5 of the Act.

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## 14. Retention of Title and Risk

### 14.1. Risk

- The risk in the goods passes to the customer upon delivery.

### 14.2. Title Retention

- Title to the goods remains with the company until full payment of all sums is made.

### 14.3. Customer's Rights

- The customer may, unless otherwise notified in writing, use, sell, or deal with the goods in the ordinary course of business.

### 14.4. Storage and Identification

- The customer shall store and clearly identify the goods separately from other goods.

#### 14.5. Company's Rights

- The company may, upon giving prior notice, enter the customer's premises to inspect and identify the goods.
- The customer irrevocably authorizes the company to enter the premises for this purpose.

#### 14.6. Cessation of Customer's Powers

- The customer's rights cease automatically if:
  - A receiver is appointed over any assets of the customer.
  - A winding-up order is made against the customer.
  - The customer goes into voluntary liquidation (other than for reconstruction or amalgamation).
  - The customer calls a meeting of creditors or makes any arrangement or composition with creditors.
  - The customer commits any act of bankruptcy.

#### 14.7. Repossessing Goods

- Upon determination of the customer's powers, the customer shall make the goods available to the company.
- The company is entitled to enter the premises to remove the goods (including severance from realty if necessary).

#### 14.8. Refund upon Return

- If goods are returned or repossessed, the company shall repay any sums received from the customer in part payment, up to the current market value of the goods, after deducting costs and any amounts owed.

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### 15. Delivery Terms

#### 15.1. Standard Delivery

- Standard UK delivery time is between **2-5 days**.
- Deliveries to other parts of the country may vary up to **7 days**.
- Overseas orders may take considerably longer.

#### 15.2. Liability for Delivery Delays

- The company cannot be held liable for circumstances preventing carriers from delivering goods once dispatched and accepted on the carrier's manifest.
  - Unforeseen delays by the courier (e.g., traffic, bad weather) are beyond the company's control.
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## **16. Governing Law and Jurisdiction**

### **16.1. Applicable Law**

- The contract is governed by and construed in accordance with **English law**.

### **16.2. Jurisdiction**

- Parties submit to the exclusive jurisdiction of the **English courts**.

### **16.3. Third-Party Rights**

- A person not party to this contract has **no right** under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract.
  - This does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
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## **17. Miscellaneous**

### **17.1. Severability**

- The invalidity, illegality, or unenforceability of any provision shall not affect the validity of the remaining provisions.

### **17.2. Entire Agreement**

- These terms and conditions constitute the entire agreement between the company and the customer.

### **17.3. Time of Essence**

- Unless expressly stated, time is **not** of the essence in this contract.

Company Number: 16067915