

1. Where to find information about us and our products

You can find everything you need to know about us, Turbosmart UK Limited, and our products on our website or in our online catalogue before you order. We also confirm the key information to you in writing after you order by email.

2. When you buy from us you are agreeing that:

- We only accept orders when we've checked them.
- Sometimes we reject orders.
- We charge you when we accept your order.
- We pass on some increases in VAT.
- We're not responsible for delays outside of our control.
- Products can vary slightly from their pictures.
- You're responsible for making sure your measurements are accurate.
- You have a legal right to change your mind.
- You can end an on-going contract (find out how).
- You have rights if there is something wrong with your product.
- We can change products and these terms.
- We can suspend supply (and you have rights if we do).
- We can withdraw products.
- We can end our contract with you.
- We don't compensate you for all losses caused by us or our products.
- We use your personal data as set out in our Privacy Policy.
- You have several options for resolving disputes with us.
- Other important terms apply to our contract.

3. We only accept orders when we've checked them

We contact you to confirm we've received your order and we accept it when we dispatch the product and confirm dispatch to you.

4. Sometimes we reject orders

Sometimes we reject orders, for example, because a product is unexpectedly out of stock, because a credit reference we have obtained is unsatisfactory, because we can't verify your age (where the product is age-restricted), because you are located outside the UK or because the product was mispriced by us. When this happens, we let you know as soon as possible and refund any sums you have paid.

4.1 We charge you when we accept your order

However, for some products we take payment at regular intervals, as explained to you during the order process. You will own your product once we have received payment in full.

4.2 We pass on some increases in VAT

If the rate of VAT changes between your order date and the date we supply the product, we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

4.3 We're not responsible for delays outside our control

If our supply of your product is delayed by an event outside our control we contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial you can contact us to end the contract and receive a refund for any products you have paid for, but not received, less reasonable costs we have already incurred.

4.4 Products can vary slightly from their pictures

A product's true colour may not exactly match that shown on your device or in our marketing or its packaging may be slightly different.

4.5 You're responsible for making sure your measurements are accurate

If we're making or supplying the product to measurements you provide, you're responsible for making sure those measurements are correct.

5. You have a legal right to change your mind

For most of our products, you have a legal right to change your mind about your purchase and receive a refund of what you paid for it, including the delivery costs. This is subject to some conditions, as set out below.

When you can't change your mind. You can't change your mind about an order for:

- products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
- goods that are made to your specifications or are clearly personalised; and
- goods which become mixed inseparably with other items after their delivery.

The deadline for changing your mind. If you change your mind about a product you must let us know no later than 14 days after the day we deliver it. If the product is for regular delivery (for example, a subscription), you can only change your mind after the first delivery. If your purchase is split into several deliveries over different days, the period runs from the day after the last delivery.

How to let us know. To let us know you want to change your mind, contact us and then fill in our online cancellation form on our website at www.turbosmart.com.

You have to return the product at your own cost. You have to return your product to us within 14 days of your telling us you have changed your mind. Returns are at your own cost. You can:

- bring the product to Turbosmart UK Ltd, Unit 4 Wharton Street Industrial Estate, Birmingham, B7 5TR.

- send the product back to us at Turbosmart UK Ltd, Unit 4 Wharton Street Industrial Estate, Birmingham, B7 5TR, using an established delivery service. If you do this you should keep a receipt or other evidence from the delivery service that proves you have sent it and when you sent it. If you don't do this and we don't receive the goods at all or within a reasonable time we won't refund you the price. For help with returns, including our collection arrangements where there are problems with your product, please see our Returns Policy on our website at [Turbosmart.com](https://www.turbosmart.com), or contact us on 0121 368 0719 or sales@turbosmartuk.com

We only refund standard delivery costs. We don't refund any extra you have paid for express delivery or delivery at a particular time.

We reduce your refund if you have used or damaged a product. If you handle the product in a way which would not be acceptable in-store, we reduce your refund, to compensate us for its reduced value. For example, we reduce your refund if the product's condition is not "as new", price tags have been removed, the product-branded packaging is damaged or accessories are missing. In some cases, because of the way you have treated the product, no refund may be due.

When and how we refund you. If you tell us you've changed your mind about a product that hasn't been delivered or one that we're collecting from you, we refund you as soon as possible and within 14 days. If you're sending your product back to us, we refund you within 14 days of receiving it (or receiving evidence you've sent it to us). We refund you by the method you used for payment. We don't charge a fee for the refund.

You can end an on-going contract (find out how)

We tell you when and how you can end an on-going contract with us (for example, for a subscription to goods) during the order process and we confirm this information to you in writing after we've accepted your order. If you have any questions, please contact us.

You have rights if there is something wrong with your product

If you think there is something wrong with your product, you must either bring it to us at Turbosmart UK Ltd, Unit 4 Wharton Street Industrial Estate, Birmingham, B7 5TR or contact us. We honour our legal duty to provide you with products that are as described to you on our website and that meet all the requirements imposed by law. Your legal rights are summarised below. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.citizensadvice.org.uk. Remember too that You have several options for resolving disputes with us.

Summary of your key legal rights

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

Up to 30 days: if your goods are faulty, then you can get a refund.

Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.

Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

We also offer a one-year limited warranty on all of our products as well as our own Turbosmart Fair-Go Policy. For further details on our warranty and policy, please visit our website at [Turbosmart.com](https://www.turbosmart.com) or contact us on 0121 368 0719 or sales@turbosmartuk.com.

6. We can change products and these terms

Changes we can always make. We can always change a product:

- to reflect changes in relevant laws and regulatory requirements, for example, any laws or regulations that may impact the supply of goods from the United Kingdom.
- to make minor technical adjustments and improvements. These are changes that don't affect your use of the product.

7. We can suspend supply (and you have rights if we do)

7.1 We can suspend the supply of a product. We do this to:

- deal with technical problems or make minor technical changes;
- update the product to reflect changes in relevant laws and regulatory requirements; or
- make changes to the product (see We can change products and these terms).

7.2 We can withdraw products

We can stop providing a product. Where we do so we will let you know as soon as possible and we refund any sums you've paid in advance for products which won't be provided.

7.3 We can end our contract with you

We can end our contract with you for a product and claim any compensation due to us if:

- you don't, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the product;
- you don't, within a reasonable time, either allow us, or our courier, to deliver the product to you or collect it from us. If you have said you will collect the product ("click and collect") but you don't do this within 14 days then (unless the product is made to your specifications or is clearly personalised) we treat your order as cancelled and refund the purchase price, see You have a legal right to change your mind.

7.4 We don't compensate you for all losses caused by us or our products

We're responsible for losses you suffer caused by us breaking this contract unless the loss is:

- **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable)
- **Caused by a delaying event outside our control.** As long as we have taken the steps set out in the section We're not responsible for delays outside our control.
- **Avoidable.** Something you could have avoided by taking reasonable action, including following our reasonable instructions for use.
- **A business loss.** Our liability for any loss you suffer in connection with your trade, business, craft or profession is limited, as described in our business to business terms and conditions.

8. We use your personal data as set out in our Privacy Policy

How we use any personal data you give us is set out in our Privacy Policy set out on our website.

9. You have several options for resolving disputes with us

Complaints. You can contact our Customer Service Team on 0121 368 0719 or sales@turbosmartuk.com who will do their best to resolve any problems you have with us or our products.

Resolving disputes without going to court. Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. You can submit a complaint to the Centre for Effective Dispute Resolution (**CEDR**) through their website at www.CEDR.com. CEDR does not charge you for making a complaint and if you're not satisfied with the outcome you can still go to court.

You can go to court. These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

10. Other important terms apply to our contract

We can transfer our contract with you, so that a different organisation is responsible for supplying your product. We'll contact you to let you know if we plan to do this. If you're unhappy with the transfer you can contact us to end the contract within 7 days of us telling you about it and we will refund you any payments you've made in advance for products not provided.

You can only transfer your contract with us to someone else if we agree to this. You may only transfer your rights to someone else under this contract where we provide our written consent for you to do so.

Nobody else has any rights under this contract. This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.

MODEL CANCELLATION FORM

Note: Note to consumers

(Complete and return this form only if you wish to withdraw from the contract)

To: Turbosmart UK Limited, Unt 4 Wharton Street Industrial Estate, Wharton Street, Birmingham,
West Midlands, B7 5TR. 01213680719 and sales@turbosmartuk.com.

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods,
Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate