

1. All orders for goods shall be deemed to be an offer by the buyer to purchase goods, pursuant to the conditions. Ordering goods shall be deemed as conclusive evidence of the buyer's acceptance of these conditions.
2. All engines are prepared to order in response to a confirmed order from the final customer.
3. Engine mileage is approximate and cannot conclusively be guaranteed.
4. All parts supplied are refurbished as all parts are stripped and checked for fitness of purpose and quality control before dispatch.
5. All units accepted as exchange MUST be in worn undamaged condition unless prior arrangement with the company. Engines received for exchange will be dismantled and assessed for serviceability, the main components namely the cylinder head, camshaft, cylinder block and liners, crankshaft, connecting rods must be in a condition whereby they may be recovered and re-used by the company, and if any components cannot be re-used surcharges will apply.

WE DO NOT ACCEPT DAMAGED CYLINDER BLOCKS UNLESS BY PRIOR ARRANGEMENT AND EXCESS CHARGE HAS BEEN PAID, FAILURE TO DISCLOSE THIS WILL RESULT IN FULL MANUFACTURERS CORE CHARGE BEING APPLIED.

Exchange units must be assembled & complete any missing parts WILL be charged at manufacturers RRP ENGINE SUMPS are not supplied as correct for code and may need to be exchanged with old unit.

6. Please ensure the engine or transmission is installed by a COMPETENT and QUALIFIED fitter,

We do not guarantee damages or faults caused by incompetent workmanship and will charge for rectification of damaged caused. The company supplies units on an exchange basis and right and title to the original unit pass to the company on purchase. In cases were a suitable unit is not available from stock, the company may, at our discretion remanufacture the customers original unit, this will be termed and treated as an exchange unit for the purpose of guarantee.

7. The company has found from experience that certain components and parts have wider

applications than specified by the original manufactures, therefore original identification marks and numbers on the supplied unit cannot be used or compared as reference for performance, suitability and application for the purpose original intended. The rebuilding specifications and applications of supplied units should not be compared to any other data specified or available from the original manufactures, the company rebuilds to its own specifications.

8. The following steps should be taken before installation: Cam belts, timing belts, tensioners and timing chains MUST be replaced.

9. Check timing is correct engines returned incorrectly timed will incur a considerable charge for labour and shipping.

10. All used engines supplied come with a 30 day or 1000 mile warranty whichever comes first from the date of the invoice as per our terms & conditions

11. To qualify for our warranty all the points on our engine or turbo fitting check list MUST BE COMPLETED then carried out and returned by post, e-mail or fax. We may require a copy of your receipts proving purchase of the parts listed on the warranty requirement check list. NO PAPER WORK MEANS NO WARRANTY THERE ARE NO EXCEPTIONS.

12. An engine service must be carried out by a reputable garage after 3000 miles where the oil and oil filter must be changed (please note only use the type of oil recommended by the original manufacturer). Manually adjustable tappets should be checked and reset as require and where applicable the cooling, fuel and ignition systems as well as auxiliary drive belts should be checked.

13. Any necessary repairs or maintenance (whether covered by this Warranty or not) should be carried out as soon as is practicable and without further detriment to the condition of the engine. All ancillary parts should always be maintained in good order.

14. We do not warranty engine failure or damage occurring directly as a result of the following:

a) Fault or failure arising from a fitting error or poor workmanship.

b) Fault or failure of any ancillary component including but not limited to the cooling system, turbo charger/exhaust and ignition system components etc. Nor are the ancillaries covered themselves.

c) Where the vehicle has been used in conjunction with motor sports or marine situations.

d) As a result of malicious damage.

e) As a result of fire theft or a collision.

f) As a result of overheating or lack of lubrication (due to insufficient coolant or lubricant).

g) As a result of incompetent fitting.

h) As a result of the use of starting sprays i.e. EZI-start, brake cleaner, etc ARE strictly forbidden and will void warranty as they WILL damage engine.

15. The warranty does not cover gaskets and seals. For instance if an engine's head gasket should fail or if the engine is overheated then it will not be covered under our warranty.

16. The term "engine" refers to the cylinder head & block and the components which make these up (i.e. pistons, cam shafts, con rods etc) Any ancillaries left on the engine including but not limited to the cam belt, water pump, sensors, water hoses or fuel system are left on free of charge and are not covered by this warranty.

17. We do NOT warranty engines fitted with alternative fuel systems unless factory or dealer fitted. Engines found to be run on unrebated or found to be run on non-standard fuels are not covered by warranty.

18. The warranty terminates if any part supplied has been tampered with in any way (i.e. seals broken, stripped down, taken apart etc) without prior written approval.

19. The warranty terminates if the engine temperature tabs (heat tabs) have been tampered with or removed.

20. Any modifications or repair work undertaken without the written consent of The Engine Room will invalidate the warranty.

21. Vehicle recovery charges, hire car costs, loss of earnings, and any other consequential costs which might arise are not covered by this warranty, or as a result of failure to follow fitting checklist, or incompetent fitment.

22. Unless otherwise agreed in writing this warranty is valid in the UK MAINLAND ONLY.

23. If an engine needs to be replaced under the terms of this warranty, we require the faulty engine to be returned to our workshop before we can dispatch a replacement. To check cause of fault or failure.
24. If an engine is replaced under the terms of this warranty, the replacement engine will be covered for the balance of the original warranty.
25. The warranty does not affect your statutory rights.
26. This warranty begins the day the engine is delivered.
27. Any parts(s) correctly supplied but returned within 7 days must be returned at customers expense within the 7 day period. Parts returned outside this period will be subject to a 20% handling charge. This applies to consumers only, business to business sales are subject to carriage and handling from date of sale.
28. Our warranty covers parts only. We do not cover the costs of any labour charges incurred or costs associated with any faults arising from the fitting of a part we supplied.
29. Taxi and vehicles used for hire and reward have a 30 day warranty only failure to disclose use of vehicle at time of sale will void warranty
30. You must check your item at the time of collection or delivery before signing for the goods. If you are unhappy for any reason you must refuse delivery/collection. Once the item is in your possession the transaction is then complete, so we cannot claim for damage in transit and therefore cannot offer a refund on damaged goods from that point on.
31. If any material facts are withheld, false or fraudulent reports and/or claims are made then this warranty shall become void. In this event, any payments that have been made by The Engine Room will be repayable forthwith.
32. This warranty is limited to the nominee on the invoice or warranty certificate and may not be transferred to any other person or company.
33. The Engine Room reserves the right to amend the terms and conditions of this warranty without prior notification.
34. Please arrange return of exchange unit within 5-7 days unless specifically arranged, failure to do so WILL result in automatic generation of a core charge invoice for the unit, typically a MINIMUM of £1000.00 for the engine and £250.00 for the crate (if supplied) plus vat.
35. Return units MUST BE COMPLETELY DRAINED OF OIL AND WATER as considerable cleaning charges which may amount to several thousands of pounds will be charged by our couriers, if you do not the invoice will be charged to you (the purchaser).
36. If the unit has a fault, we will repair or replace it if necessary and at our discretion we will uplift the vehicle to our works for rectification which will be at our cost for transportation and return, labour and parts if a fault is found with our product. However if the fault is attributable to an ancillary part, or poor or incompetent fitting, the cost will be charged at current rates for recovery, labour and parts to the customers.
37. We will strive to supply the exact unit that our customers require, due to variations in make, model, design and year of manufactures and location of manufacture, we cannot guarantee that parts are correct for the purpose required. Sales are made on the strict understanding that the customer is responsible for ensuring that the unit is correct for the purpose required, . Incorrectly ordered, or cancelled parts correctly supplied will

attract a 20% handling charge to consumers if returned after 7 days, sending and return delivery charges must be paid as a separate transaction.

38. Any ancillary component supplied by the company is guaranteed for 30 days from the purchase only we do not cover fitting or removal labour charges in any circumstance. The guarantee is for parts only.

39. Acceptance of the unit subject to distance selling regulations will be acknowledged as acceptance of terms and conditions of supply and warranty terms.

40. Warranty claims will only be considered if customers engine is returned with injectors, water pump, thermostat, oil filter, oil housing, timing assembly fitted, and turbo (if applicable) to determine cause of fault.

41. Failure to return exchange engine units within 7 days will void warranty offered.

42. Under distance selling regulations a private consumer has a 7 day "cooling off" period in which he/she may cancel the order by letter, email, and fax. However please note that delivery is a separate contract and once completed is non refundable. Cancelled orders will be charged the actual cost of carriage and return. Goods once signed for are to be returned at customer's expense.

43. Exchange units must be in a reconditionable condition unless pre-arranged.

44. After a reasonable time from date of delivery refunds can only be given if we (The Engine Room) cannot repair or replace engine.

45. Uncollected or unpaid warranty repairs, after completion will be charged for storage after 14 days at £15.00 per day plus vat.

46. Vehicles must be collected & paid for in full within 28 days of the invoiced date, failure to do so incurs storage charges of £15 per day plus vat

THIS COMPANY IS GOVERNED AND OPERATE UNDER THE JURISDICTION AND STATUTE OF SCOTTISH LAW AND ANY LEGAL OR CIVIL ACTION MUST BE MADE UNDER THE LOCAL DOMICILE OF THE COMPANY WHICH IS HAMILTON SHERIFF COURT, THE PARTIES DO HEREBY PROVOGATE THE JURISDICTION OF HAMILTON SHERIFF COURT WHICH COURT SHALL HAVE EXCLUSIVE JURISDICTION