

# RACE SHOCKS.UK



**METEOR**  
MOTORSPORT

## RS Automotive Engineering Ltd

### Terms & Conditions

#### DEFINITIONS

1. Any reference to Company/Seller/We/Us shall mean RS Automotive Engineering Ltd, Y Gwernen, Dryslwyn, Carmarthen SA32 8SA United Kingdom (Registered Office). Trading address is Units 2/3, Meadows, Bridge, Parc Menter, Cross Hands, Carmarthenshire, SA14 6RA. Company Reg.No.7128183 England VAT No. GB109098017 who sell or supply specialist motor equipment and accessories in the course of their trade or business. Raceshocks.uk, Meteor Motorsport and Core Suspension shall all mean RS Automotive Engineering Ltd. and vice versa. Raceshocks.uk is a website and marketing tool/brand of RS Automotive Engineering Ltd.
2. Any reference to You/Buyer/Purchaser shall mean any person, sole trader, partnership, business, body corporate or other entity detailed in the appropriate section of the sales invoice/order form and shall include all successors, heirs and assigns. Where the Buyer purchases in the course of a trade, profession, vocation or sport (where the buyer is a specialist or enthusiast), it is agreed that such a buyer shall mean a trade buyer. Where a person deals entirely as a consumer, statutory rights shall remain unaffected. Where the term buyer appears within these terms it shall mean both trade and consumer buyer/purchaser unless specified as relating to a trade buyer or consumer buyer individually.
3. Goods or equipment ordered shall mean the items detailed in the appropriate section of the sales/order form and it shall be a core term of this agreement that all additional parts, connecting components or ancillary items, not detailed within the sales order form, shall be additional to this agreement.
4. Price shall mean the consideration due for purchase and shall include VAT where a Buyer purchases through or via RS Automotive Engineering Ltd brochures or catalogues. The online catalogue or brochure shall exclude VAT and is entirely for Trade, Non Consumer, Export or Professional Purchasers. Purchasers should note that prices quoted may vary during the currency of brochures (upwards or downwards) and current prices are quoted at the time of order.
5. In respect of orders placed via the Internet, such orders shall be mere offers to purchase and shall not be accepted or binding upon the Company until confirmed or acknowledged in writing by the Company by means of invoice or statement confirming acceptance of your order or by despatch of goods to you. Order acknowledgement sent by the Company subsequent to the order and payment shall not amount to confirmation of order. The Company reserve the right to refuse any offer to purchase prior to written confirmation or despatch, where goods ordered become unavailable, the price of goods varies or an error is made by the Company in the price, description or for some other reason, whereupon a full GENERAL refund of your payment will be made to you, usually in the method you made payment to the Company.

1. "Working day" shall mean any day excluding Saturdays, Sundays and public holidays.
2. These conditions shall apply to all of the company's quotations and contracts, orders (including telephone, facsimile transmittal, postal and internet orders) for the sale or supply of goods accepted by the company. For the trade buyer, any other terms or representations, whether implied by statute, made prior to, collateral with or subsequent to the contract or order are hereby excluded and shall not be binding upon the company.
3. Brochure descriptions, Website information and samples on display are indicative only and any specifications, weights, measurements and technical data (whether relating to performance or otherwise) have been prepared by manufacturers and are for guidance only. Additionally, parts or components pictured or described within brochures or websites are for illustration purposes only and may vary in size, specification, colour and fitment dependent upon the make and model of your vehicle. Buyers are therefore required to check current specification, colours, weights and measurements with manufacturers or the Company, prior to order. Manufacturers also allow tolerances within the manufacturer of their products and also reserve the right to amend specifications, without notice, in order to improve products or where amendment becomes necessary and the Company shall endeavour to inform the Purchaser of any such amendment or change.
4. The company reserves the right to amend technical or clerical errors in any order without notice. In addition, the buyer shall ensure that all details contained within the order are correct prior to submission to the Company. Subsequent to delivery, the Company shall accept no liability for any error or inaccuracy in order unless notified of such error within seven days of delivery/receipt of any document containing the said error.

#### GUARANTEES

1. All guarantees for products are provided entirely by the manufacturers/UK importers and are subject to terms contained therein. Purchasers are reminded to complete and return all warranty cards/documents upon receipt of goods where appropriate.

#### LIMITATIONS UPON LIABILITY

1. Advice given by agents or servants of this company during telephone/Internet orders is based entirely upon information given by the purchaser with no inspection undertaken. As such, all advice given is indicative only and all such advice should be checked by the purchaser prior to order. Where advice is given after visual inspection by agents or servants of this company, such advice shall amount to an opinion only. All goods are supplied for Race and Track purposes only. Additionally, goods supplied are supplied only to correspond to the purpose for which goods of that kind are commonly supplied and not alternative uses to which they may be put. No liability for failure can be accepted by this company for such alternative use, amendment or modification.
2. For trade buyers, the company is hereby excluded from any liability, howsoever arising, in respect of any express or implied condition, warranty or term, statement, representation whether statutory or otherwise, relating to the goods supplied. The trade buyer accepts that he is best placed to insure against losses which arise by virtue of any breach of this agreement and warrants that he carries adequate insurance in this respect.
3. Goods ordered by the Buyer may not be compatible with vehicles which have been modified, adapted or altered. Where goods ordered by the Purchaser are not compatible by reason of modification, adaptation or alteration, the Company may accept such goods back into stock

entirely at its discretion and shall either issue a refund or credit to the purchaser except where goods are specifically ordered for the purchaser where no such refund or credit will operate.

4. Where goods purchased by the buyer are alleged to be defective, the purchaser agrees to return such goods to the seller for inspection and report (without the seller replacing the said goods prior to such inspection). The purchaser also accepts that it is reasonable to inform the seller of any interruption, defect or other failure prior to contacting independent third parties or incurring expense and, in addition, to allow the seller to remedy the defect, failure or interruption. Parts modified or adapted by the purchaser shall no longer be warranted by the manufacturer nor shall the Company be liable for any failures resulting subsequent to modification as a result of such modification.
5. Competition goods are supplied for specialist use and are subject to extreme heat and stress whilst in use. Life expectancy and durability are greatly reduced and purchasers should note that any claim for failure/wear, shall not be entertained by the Company. It is acknowledged by the buyer of such goods that the foregoing statement shall be a relevant and important issue in any claim brought against the Company and the Company shall, in turn, place importance upon this clause. In addition, parts connected to parts supplied by this company may be placed under stress where specialist/competition parts are used, and purchasers should take advice from experts prior to purchase. Manufacturers may also limit guarantees when components are installed for competition use.
6. Where goods are defective, incorrectly supplied, delayed or otherwise in breach of the implied terms of the buyers statutory rights, all losses which result from loss of competition points, awards, loss of entry fees or other similar losses, are excluded and shall not be reclaimable from the Company. In addition, the company shall accept no liability for death or personal injury unless caused directly by the Companies own negligence.
7. No liability is accepted by the company where purchasers attempt to modify or install components supplied where it is known or ought reasonably to be known to the Purchaser that the part supplied is incorrectly supplied or otherwise not in accordance with the order.
8. The company accepts no liability in respect of failure to supply or other interruptions caused by matters beyond the reasonable control of the company, including but without limitation, strikes, lockouts, civil disputes, acts of God, war or actions by third parties.
9. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall confer a benefit on any person or persons not named as the purchaser herein (for the purposes of the Contract (Rights of Third Parties) Act 1999 or for any other purpose).

#### PAYMENT TERMS

1. Quotations are given on the assumption that no variation in the price will be made by the manufacturer/sole importer and that Government levies remain unaltered. In the event of such changes, the trade buyer shall be liable for the full cost of any change without notice from the Company. A Consumer Buyer shall be contacted by the Company and consent for any price increase obtained. Where no such consent is obtained, the Consumer Buyers agreement to purchase shall be treated as cancelled. Buyers are hereby informed that calling down of smaller quantities of material than ordered may increase the overall price per unit, there being reduced economies of scale in order. The resultant additional cost shall be the buyers.

2. Unless otherwise stipulated within the sales invoice/order form, all accounts are payable with order or otherwise in accordance with the terms of the trade buyer's credit account. Where default occurs in payment by the trade buyer, default interest shall become payable in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 at the maximum rate permissible thereunder or in accordance with the credit terms agreed or, where the buyer is a consumer, at 2% above the base rate of Barclays Bank PLC.

#### TITLE AND DELIVERY

1. Ownership or Title to the product shall not pass to the buyer until the company has received payment in full. In the event that sums owing in respect of other items ordered remain due, apportionment by this company shall take place without prejudice to the right to retain title or ownership in respect of all goods ordered.
2. Delivery times will be quoted at time of order and all times given for despatch or delivery are approximate and time shall not be of the essence unless specifically agreed to and noted on the invoice. The buyer agrees to give 20 days in any written notice making time of the essence, such notice to commence subsequent to the last time for delivery quoted by the Company. The Buyer further agrees to accept full liability in respect of delayed or late delivery or dispatch prior to the expiry of any such notice. In respect of special order goods, the buyer acknowledges that further delays may occur and allows the company 30 days in any written notice, such notice to commence subsequent to the last time for delivery quoted by the Company. In any event, delivery times are approximate and variable. When delivery is effected to the purchaser directly or to an independent delivery contractor as agent for the purchaser, risk shall pass to the buyer immediately. ***Suspension, and ECU's are all considered "Special Order Goods" as they are all manufactured as bespoke items and fall outside of all distance selling legislation.***
3. The Buyer is required to notify the company, in writing, of any shortage, mis delivery or other discrepancy immediately, or at the latest within seven days of such shortage, mis delivery or failure, thereafter the buyer shall be liable for any such discrepancy. Where delivery is effected to the buyers own independent delivery contractor, loss or damage in transit claims should be made directly to the carrier. The company will assist purchasers in making their claim. Buyers should retain all packaging in the event of a claim or return within the terms of this agreement.
4. Delivery and packing prices indicated within the Companies Brochures and Internet Site are subject to change and will be confirmed at the time of order. Buyers outside the United Kingdom shall be quoted approximate prices for delivery and packing prior to order confirmation. If required the Company shall quote for delivery and packing in such instances and confirmation of acceptance shall be required from the Buyer prior to acceptance of order.

#### CANCELLATION OF ORDERS AND LIABILITY

1. Clauses 2,3, 4 and 5 below shall only apply to a person who purchases goods as a consumer buyer and is resident within the UK where rights, which accrue by virtue of the Consumer Protection (Distance Selling) Regulations, apply.
2. A Consumer Buyer shall have the right to cancel any contract for goods made by means of distance communication, in accordance with these Terms and Conditions, within seven working days of delivery of the goods. Special order goods shall not be returnable under the terms of this clause. Cancellation of the contract can be effected by service of a Written Notice signed by the Consumer Buyer which details clearly the Companies Sales Order

Number and the name and address of the Consumer Buyer, and delivered either by fax to the number printed on the Invoice or by post to the Company's registered office.

3. If a Written Notice of Cancellation is received by the Company in accordance with clause 27 the Consumer Buyer shall become liable to return the goods to the Company forthwith, to such address as directed by the Company in their original packaging (and without having been installed or used and with all relevant seals and enclosures intact) and at the consumer buyer's sole expense.
4. If the Consumer Buyer fails to return the goods in accordance with clause 28 within 7 days of the cancellation of the contract, the Company shall be entitled to collect the goods from the consumer buyer and to recover any reasonable costs involved in such collection from the consumer buyer.
5. The Company shall then affect a refund of any monies owing to the consumer buyer in respect of the goods within 30 days from the date of cancellation or receipt of goods by the Company. Such a refund will be subject to any set off of monies to which the Company is entitled.
6. *Goods purchased and delivered to the buyer otherwise than by means of distance communication (including a Trade buyer) may be returned to the Company in original packaging (and without being installed or used and with all relevant seals and enclosures intact) for credit within 7 days of receipt by the buyer, subject to a restocking charge of not less than 10% of the value of the order. Credit shall be subject to the buyer producing proof of purchase and returning goods carriage paid. **Special order goods shall not be returnable by virtue of this clause.***
7. The Trade Buyer shall indemnify the company against all actions, claims, demands, penalties and cost brought by or incurred by third parties or this company in tort, contract, infringements of or alleged infringements of patents or registered designs or otherwise arising in connection with the goods or their delivery or unloading or with work done by the company in accordance with the buyers specifications.
8. The Buyer confirms that he shall comply with any or all rules and instructions relating to installation and use of the product concerned and fully accepts that any loss which results from forced, misdirected, inappropriate or unqualified installation or use shall not be accepted by the Company.

## JURISDICTION

1. These terms and this agreement (including an agreement concluded by means of distance communication) shall be interpreted in accordance with English Law and industry custom and practice, and English and Welsh courts shall have sole jurisdiction in respect of any dispute arising therefrom.

Copywrite to RS Automotive Engineering Ltd, Y Gwernen, Dryslwyn, Carmarthen SA32 8SA United Kingdom (Registered Office). Trading address is Units 2/3, Meadows, Bridge, Parc Menter, Cross Hands, Carmarthenshire, SA14 6RA. Company Reg. No.7128183 England VAT No. GB 109098017.

## PRIVACY POLICY

RS Automotive Engineering Ltd respects your privacy and has created this privacy statement order to demonstrate our commitment to customer privacy. This policy governs ("Statement") in the web sites owned and operated by RS Automotive Engineering Ltd. We have established this Statement as a means to communicate our information gathering and dissemination practices to our customers and visitors. This online privacy policy describes how we use, disclose and protect personal information that you share with us. "Personal information" is information that enables us to identify you, such as your name and e-mail address. By using this Site, you agree to this Privacy Policy.

RS Automotive Engineering Ltd - [www.meteormotorsport.com](http://www.meteormotorsport.com), [www.raceshocks.uk](http://www.raceshocks.uk) and [www.core-suspension.com](http://www.core-suspension.com) - Web Site Visitors

If you supply us with your telephone number, you may receive telephone contact from us with information regarding orders you have placed, new products and services, or information on upcoming events. Email addresses – We collect the email addresses of those who communicate with us by email. The email addresses are used to contact existing or potential business customers. Consumer-provided email is kept only for the purpose of providing consumer advice and assistance. We will not share business or consumer email addresses you give to us with other marketers. If you do not wish to receive phone calls or emails from Online Sales Board in the future please let us know by sending an email to our support address.

If you do not sign on to our Web site, our Web server does not have access to personally identifiable information about you. It does not know your email address unless you volunteer it. Use of Anonymous IP Address – IP addresses are recorded by every site on the Internet. RS Automotive Engineering Ltd the following uses: (1) anonymous statistical purposes; (2) administration of our web site and servers, and to improve our services; and (3) Security reasons to track any malicious attacks to our host servers. Access – Upon your request, we will provide you with a description of the information that we maintain about you. We will accommodate all reasonable requests. Please contact us by email at our support address.

## RS Automotive Engineering Ltd Customers

We require customers who register to use the services offered on our Sites (collectively, the "Service") to give us contact information, such as their name, company or club name, address, phone number, and e-mail address, and billing information, such as billing name and address. RS Automotive Engineering Ltd uses the information that we collect to set up the Service for customers their organizations. We may also use the information to contact customers to discuss customer and interest in our company, the Service that we provide, and to send information regarding our company or partners, such as promotions and events. Customers can opt out of being contacted by us, or receiving such information from us, at any time by clicking here and submitting their email.

Customers of the Service will be using the Site to host data and information ("Data") on their contacts. RS Automotive Engineering Ltd will not review, share, distribute, print, or reference any such Data except as provided in the RS Automotive Engineering Ltd Terms of Service or as may be required by law. Individual records may at times be viewed or accessed only for the purpose of resolving a problem, support issue, or suspected violation of the Terms of Service, Acceptable Use Policy or as may be required by law. Of course, customers are responsible for maintaining the confidentiality and security of their user registration and password.

RS Automotive Engineering Ltd will not sell or rent your personal information, or Data, including customer email addresses, to anyone. -RS Automotive Engineering Ltd may disclose and transfer the information obtained from you through this Site or the Service as part of a merger, acquisition or other sale of its assets or business.

We may be legally obligated to disclose information to the government or to third parties under certain circumstances, such as illegal activity on our Site. RS Automotive Engineering Ltd reserves the right to release personal information to its service providers, law enforcement or other government officials or in response to a formal request in a civil action, as RS Automotive Engineering Ltd, in our sole and absolute discretion, deems necessary or appropriate.

RS Automotive Engineering Ltd reserves the right to send customers certain communications relating to Service, such as service announcements and administrative messages that are considered part of your account, without offering you the opportunity to opt-out of receiving them.

We respect the privacy of children, and do not collect any more personal information than reasonably necessary to enable them to participate in the activities we offer at our Web site.

### Information on Children

With respect to our online information collection practices from children under 13 years of age, we do not collect personally identifiable information. With respect to the collection by other organizations of personal information from children at our site, our policy is that we do not have any agreements with outside organizations to collect personal information at our site. We do not share children's personal information with anyone other than those who provide support for the internal operations of the Web site and our agents (e.g., contractors who provide fulfillment services or technical support to the Web site). Parents can review the information that we have collected from their children online, prevent the further use or maintenance of such information, or direct the deletion of their children's personal information by calling, emailing or writing us as outlined below.

### Correcting & Updating Your Information

Customers can discontinue the Service at any time by emailing our support address. We will respond to your request within at most 7 days from the date of your request.

### Third-Party Sites

The Site contains links to other web sites. RS Automotive Engineering Ltd is not responsible for the practices or the content of these other web sites. Customers and visitors will need to check the privacy policy statement of these others web sites to understand their policies. Customers and visitors who access a linked site may be disclosing their private information. It is the responsibility of the user to keep such information private and confidential.

### Security and Data Storage

Our Site has security measures in place to help protect against the loss, misuse, and alteration of the personal information and Data under our control. RS Automotive Engineering Ltd hosts the Site in a secure server environment that uses a firewall and other industry-standard technology to help prevent interference or access from outside intruders. RS Automotive Engineering Ltd also requires that unique user names and passwords must be entered each time a customer logs on to the Site.

RS Automotive Engineering Ltd keeps your account information active in our user registration databases in order to provide immediate access to your personalization preferences and data each time you visit the Site. If you ask us to delete your RS Automotive Engineering Ltd account, in most cases your account will be deactivated and then deleted from our user registration database in approximately 30 days. Please note that any information that we have copied may remain in backup storage for some period of time after

your deletion request. This may be the case even though no information about your account remains in our active user databases.

The security of your personal information and Data is important to us. When you or your customers enter sensitive information on our inquiry forms, we encrypt that information using secure socket layer technology (SSL). We follow generally accepted industry standards to protect the personal information submitted to us, both during transmission and once we receive it. No method of transmission over the Internet, or method of electronic storage, is 100% secure, however. Therefore, while we strive to use commercially acceptable means to protect your personal information, we cannot guarantee its absolute security.

#### Changes to this Statement

RS Automotive Engineering Ltd may update this Statement at any time, so please review it frequently. If we make material changes to this Statement, we will notify you in this Statement, by email or by a notice posted on the home page of the Site.

#### Questions?

If you have any questions about this Statement or the practices of this Site, please contact us at our support address.