

## **MOTAQUIP WARRANTY TERMS AND CONDITIONS**

### **1. DEFINITIONS**

1.1 Except where the context otherwise requires, the following words have the following meanings:

“Application” means the linking of a Part to a suitable Vehicle:

“Buyer” means the person, firm or company with whom the Seller contracts:

“Contract” means the contract made between the Seller and the Buyer for the sale and purchase of the Part:

“Commercial Vehicle” means a vehicle over 3.5 ton.

“Customer” means whoever contracts with the Buyer for the purchase of the Part:

“Manufacturer” means the manufacturer of the Part:

“Manufacturer Defect” means a defect in manufacture or workmanship resulting in failure:

“Part” means the article or thing which is the subject matter of the Contract:

“Seller” and “Motaquip” mean Motaquip Ltd trading as Motaquip:

“Vehicle” means the vehicle to which a Part is first fitted:

“Warranty” means the warranty given by the Seller and described in these terms and conditions;

### **2. GENERAL WARRANTY TERMS AND CONDITIONS**

2.1 Each Motaquip Part is warranted for a period of 12 months from the date of sale (the sale date on the invoice given to a Customer by the Buyer) against any manufacturing defect, subject to the Terms and Conditions set out below.

2.2 Braking Components, Glow Plugs, Timing Belt Kits, Timing Belts, Clutches, selected Batteries and Steering & Suspension components benefit from longer periods of Warranty and details (along with Terms and Conditions) can be found in sections 6, 7, 8, 9, 10 and 11 below.

2.3 The Warranty does not affect the statutory rights of the Buyer and is in addition to any other remedies which it may have under the Contract.

2.4 The Warranty applies only to a genuine Motaquip Part originally sold by Motaquip.

2.5 The Warranty applies only where fitment to the Vehicle is in line with approved Applications as listed on Motaquip’s ECAT ([www.motaquip-ecat.co.uk](http://www.motaquip-ecat.co.uk)).

2.6 The Warranty does not apply to a Direct from Supplier part, which shall be subject to the warranty of the individual Supplier concerned.

2.7 The replacement of a Part under this Warranty does not extend the Warranty period of that Part i.e. the replacement Part will only be guaranteed for the remaining Warranty period of the original Part.

2.8 In the event of a Warranty claim arising on a Part where Motaquip has issued a recall or quality alert, Motaquip reserves the right to reject claims where the sale of the part occurred after the date of the advice being issued.

2.9 Parts removed for replacement under the Warranty become the property of Motaquip.

2.10 The Buyer shall pass the benefit of this Warranty to the Customer, who shall in turn pass the benefit to the owner of the Vehicle to which the Part is first fitted. If the ownership of the Vehicle



subsequently changes hands, the benefit of the Warranty shall not transfer to any subsequent owner.

2.11 Motaquip reserves the right to investigate and subsequently reject any suspected fraudulent claims or any claims where the Customer is suspected of using consistently negligent fitting practices.

2.12 Claims made against Motaquip will be limited to the value of the Part concerned unless the Part in question was fitted by a VAT registered Garage and this fitment can be proved by the provision of the original invoice for fitment.

### **3. LIMITATIONS**

3. The liability of Motaquip under the Warranty is limited to:

(a) The reasonable cost of repair (where necessary) in line with The Institute of Consulting Motor Engineers (ICME) guidelines and agreed labour rates.

(b) Consequential mechanical damage to the Vehicle e.g. timing belt failure leading to engine damage.

(c) The value of the vehicle subject to repair as determined by the current CAP Black Book guide.

### **4. EXCLUSIONS**

4.1 The Warranty does not cover:

4.1.1 The replacement of a Part subject to normal wear and tear linked to the use of the Vehicle, its mileage or its geographic and climatic environment.

4.1.2 Parts which are the wrong type / size / specification for the Vehicle in which they have been installed.

4.1.3 Parts which have not been fitted in line with approved Applications as listed by Motaquip on approved electronic catalogue platforms.

4.1.4 Parts which have not been maintained in accordance with the vehicle Manufacturer's instructions.

4.1.5 Parts which are fitted in a Vehicle that is used for competition, racing, records attempts, rallying or any other activity that can be fairly described as being outside of normal road use.

4.1.6 Parts that have been removed from the Vehicle in which they were originally fitted and installed in another Vehicle.

4.1.7 Damage which is a result of alteration to a Part after the sale of the Part.

4.1.8 Damage caused by the use of unsuitable or poor quality fluids, fuels or additives.

4.1.9 Damage which is a consequence of repairs, conversions or modifications carried out on the Vehicle to which a Part is fitted.

4.1.10 Damage deriving from an underlying technical issue or defect with the Vehicle.

4.1.11 Damage caused by accident, fire, theft, neglect or abuse (whether wilful or otherwise).

4.1.12 Damage caused by natural phenomena, hail, flooding, lightning, storms or other atmospheric hazards.

- 4.1.13 Damage where the Vehicle operator did not act or react immediately after the fault was detected.
- 4.1.14 Part failure caused by defects in other part e.g. seal failure leading to oil contamination.
- 4.1.15 The cost of fault diagnosis.
- 4.1.16 Incorrect fitment or overloading of the Part.
- 4.1.17 The cost of Vehicle recovery due to the failure of a Part.
- 4.1.18 Any costs incurred as a result of the Vehicle being off road e.g. the loss of the use of the Vehicle, loss of earnings, accommodation costs, replacement vehicle etc.
- 4.1.19 Any other costs which are not specifically covered by the Warranty e.g. costs incurred as a result of sourcing alternative parts or, the cost difference between the original and replacement Part etc.

## **5. ADDITIONAL CONDITIONS**

- 5.1 In addition to the Terms and Conditions detailed in sections 2, 3 and 4 the following Conditions apply:
  - 5.1.1 The Warranty is only available to VAT-registered garage businesses when submitting claims with labour.
  - 5.1.2 Any claim for ancillary parts must be at commercial costs and not retail billing values.
  - 5.1.3 Any costs which the Customer is claiming must be fully supported by copy invoices.
  - 5.1.4 All defective Parts and other displaced Parts contained in the claim must be returned as part of the claim, in accordance with the Parts Returns Procedure for Warranty Claims (with the exception of Batteries, which must be available at the Buyer's premises for testing by the District Sales Manager).
  - 5.1.5 Not returning Parts and the correct documentation to Motaquip (as detailed in the Parts Return Procedure for Warranty Claims) will delay the claim.
  - 5.1.6 Motaquip reserves the right to reject claims where the Buyer and /or the Customer did not fully comply with the Parts Return Procedure for Warranty Claims.
  - 5.1.7 Motaquip does not accept liability if Parts are returned via a District Sales Manager or any other means which does not generate proof of receipt and the product cannot be located. It is recommended that Parts are returned by recorded delivery.
  - 5.1.8 All claims will be checked against the Motaquip Warranty Terms and Conditions. The physical acceptance by Motaquip of returned Parts does not mean that the claim has or will be accepted.
  - 5.1.9 Motaquip will issue the Buyer with a letter confirming whether the claim has been accepted or rejected. In the event that a claim is rejected following testing by the Manufacturer, Motaquip will also issue a test report.
  - 5.1.10 All Parts returned to Motaquip as part of a claim will be held for a period of no longer than 28 days from the date of the claim being accepted or rejected. Motaquip reserves the right to dispose of Parts after this time.
  - 5.1.11 If a Customer requires Parts to be returned to them following a claim, this request should be made within 28 days of the claim being accepted or rejected. Parts will be returned at the Customer's cost and risk.

## **6. ADDITIONAL CONDITIONS – BRAKING COMPONENTS**

6.1 Motaquip Brake products including Brake Pads, Shoes, Discs, Drums, Brake Cables, Wheel Cylinders, Brake Hoses, Fitting Kits and Wear Leads are guaranteed for a period of 2 years or 25,000 miles (whichever is sooner) from the date of sale (the sale date on the invoice given to a Customer by the Buyer). In addition Brake Pads and Discs have a Life-Time warranty against failure due to Manufacturing Defect. In addition to the Terms and Conditions detailed in sections 2, 3, 4 and 5 the following Conditions apply:

6.1.1 The total value of the claim is limited to the trade value of the Vehicle to which the Part is fitted at the time of claim as determined by the current CAP Black Book guide.

6.1.2 The Vehicle must not have been used as a taxi or delivery/courier vehicle. Brake Parts fitted in such Vehicles benefit from the standard one year Warranty (detailed in section 2.1).

6.1.3 The vehicle must be subject to normal and reasonable use during the 2 year/25,000 guarantee period. For example constant towing of a trailer or caravan would reasonably be expected to reduce the expected lifetime of braking components.

## **7. ADDITIONAL CONDITIONS – GLOW PLUGS**

7.1 Motaquip Glow Plugs (supplied under the Hidria brand) are guaranteed for a period of 5 years from the date of sale (the sale date on the invoice given to a Customer by the Buyer). Terms and Conditions detailed in sections 2, 3, 4 and 5 apply.

## **8. ADDITIONAL CONDITIONS – TIMING BELT KITS, TIMING BELTS AND DRIVE BELTS WARRANTY.**

8.1: Motaquip Timing Belt Kits, Timing Belts and Drive Belts are covered with a 2 year warranty from the date of sale (the sale date on the invoice given to a Customer by the Buyer) for Manufacturing Defects in material or workmanship, or for the vehicle manufacturers recommended replacement period/distance for the belt product (whichever is first) being available. In addition to the Terms and Conditions detailed in sections 2, 3, 4 and 5 the following Conditions apply:

8.1.1 The total value of the claim is limited to the trade value of the Vehicle to which the Part is fitted at the time of claim as determined by the current CAP Black Book guide.

## **9. ADDITIONAL CONDITIONS – CLUTCH WARRANTY**

9.1 Motaquip Clutches are guaranteed for a period of period of 3 years or 36,000 miles (whichever is sooner) from the date of sale (the sale date on the invoice given to a Customer by the Buyer). In addition to the Terms and Conditions detailed in sections 2, 3, 4 and 5 the following Conditions apply:

9.1.1 The Vehicle must not have been used as a driving school vehicle, delivery/courier vehicle or taxi. Clutches fitted in such Vehicles benefit from the standard one year Warranty (detailed in section 2.1).

## **10. ADDITIONAL CONDITIONS – BATTERY WARRANTY**

10.1 Motaquip Batteries are guaranteed for a set period from the date of sale (the sale date on the invoice given to a Customer by the Buyer) within the following parameters:

- (a) 4 years in the case of 'Powercharge Premium' Batteries 1 year for Taxis and Commercial Vehicles.
- (b) 3 years in the case of 'Powercharge Plus' Batteries. Use of these batteries for Taxis or Commercial Vehicles is not guaranteed.
- (c) 2 years in the case of 'Powercharge' Batteries. Use of these batteries for Taxis or Commercial Vehicles is not guaranteed.
- (d) 2 years for all Leisure Batteries.
- (e) 1 year for all Commercial Batteries.
- (f) 3 years in the case of open maintenance free batteries (VOMF). Use of these batteries for Taxis or Commercial Vehicles is not guaranteed.
- (g) 4 years in the case of sealed maintenance free batteries (VSMF). Use of these batteries for Taxis or Commercial Vehicles is not guaranteed.
- (h) 4 years in the case of enhanced flooded batteries (VEFB). Use of these batteries for Taxis or Commercial Vehicles is not guaranteed.
- (i) 4 years in the case of absorbent glass mat batteries (VAGM). Use of these batteries for Taxis or Commercial Vehicles is not guaranteed.

10.2 In addition to the Terms and Conditions detailed in sections 2, 3, 4 and 5 the following Conditions apply:

- 10.2.1 Any Motaquip distinguishing marks and / or serial numbers must not have been defaced or modified.
- 10.2.2 No substance should have been introduced into the Battery other than dilute sulphuric acid of the correct specific gravity or (for topping up purposes) deionised / distilled water.
- 10.2.3 The Battery must have been kept in a fully charged condition when the Vehicle was in service.
- 10.2.4 The Battery must be available at the Buyer's premises for testing by the District Sales Manager.
- 10.2.5 When tested, the Battery must register as "Bad Cell - Replace" on Motaquip's testing equipment.

## **11. ADDITIONAL CONDITIONS – STEERING & SUSPENSION COMPONENTS**

11.1 Motaquip Steering and Suspension Parts are guaranteed for a period of 2 years or 25,000 miles (whichever is sooner) from the date of sale (the sale date on the invoice given to a Customer by the Buyer). In addition to the Terms and Conditions detailed in sections 2, 3, 4 and 5 the following Conditions apply:

- 11.1.1 The total value of the claim is limited to the trade value of the Vehicle to which the Part is fitted at the time of claim as determined by the current CAP Black Book guide.
- 11.1.2 The Vehicle must not have been used as a taxi, Steering & Suspension Parts fitted in such Vehicles benefit from the standard one year Warranty (detailed in section 2.1).