

Unit 6, R/of AJ Servicing RAC

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#### Limitations and Warranties.

Eddy Motorcycle Consultants as an organisation opened in 2017. The current senior management have been actively involved with Businesses and Engineering for nearly 35 years. Over the decades we have treated warranty issues with 'common sense' and worked with customers to find the best solutions we can, on the occasions when faults have developed in motorcycles, on which we have worked. In recent years there has been a trend towards an increasingly confrontational and uncooperative atmosphere when occasional problems occur with the motorcycle, so it has become necessary to write this document to clarify the limits of warranty applicable to products and installations from Eddy Motorcycle Consultants.

#### Preamble:

Firstly, any modification made to the standard specification of a motorcycle is made because a customer wishes to achieve something different from that which they found to be possible with the standard motorcycle. Clearly if the performance of the motorcycle is changed, there may well be aspects of the performance of the motorcycle which alter in negative ways as well as positive ways, in the opinion of the vehicle user.

Secondly, it is also self-evident that Eddy Motorcycle Consultants is not an organisation which has the resources to thoroughly test conversions in all possible environments and with all the possible 'riding styles' of potential users, so any use of the vehicle should be approached with care and due attention to the development of possible problems, so that they can be addressed before serious damage occurs.

Thirdly, although Eddy Motorcycle Consultants endeavours to ensure the suitability of its products when applied to otherwise standard vehicles, we cannot know whether our products are compatible with other alterations made to the vehicle either before or after the Eddy Motorcycle Consultants products are fitted. Again, any use of the vehicle should be approached with care and due attention to the development of possible problems, so that they can be addressed before serious damage occurs.

Finally, Eddy Motorcycle Consultants, does not have a network of dealers around the world, so if we are to carry out any work under a warranty claim, in principle, this work can only be done in our workshop in Essex, so whether the customer resides in England, Scotland, Wales, Ireland or, New Zealand, the problem and cost of returning the product to our workshop rests entirely with the customer.

#### Terms:

Eddy Motorcycle Consultants will always attempt to be helpful and reasonable in seeking to resolve problems with vehicles, but if the situation is to be dealt with through legal representation, the following will apply as part of the contractual agreement.

1) Any claim for warranty must include the invoice number of the relevant original work carried out by Eddy Motorcycle Consultants, and its date.

2) The warranty claim can only be made by the original customer for the product as invoiced. No second owner or other entity is entitled to make any warranty claim.

3) The warranty is absolutely limited to the repair of defects of our materials or workmanship as solely determined by Eddy Motorcycle Consultants. No claims will be accepted for consequential losses of any sort, or associated losses of any sort.

4) For warranty work to be carried out, any vehicle or part must be returned to the Unit 6, A127 Arterial Road Southend, The Mooring Garages, Hornchurch, RM11 3UB, workshop of Eddy Motorcycle Consultants, in a condition as close as possible to the condition in which it originally left these premises.

5) Where a claim rests essentially in a matter of opinion on the altered performance of the vehicle, Eddy Motorcycle Consultants, will listen to this opinion and attempt to optimise the performance of the vehicle as far as possible, as solely determined by us, allowing for the state of the art within Eddy Motorcycle Consultants.

6) The warranty will cease to apply (and can never be re-applied) in any way, as soon as the motorcycle is used for any extreme purpose. This includes competition use and testing in a competition environment, towing a trailer where the weight exceeds the rated weight for the

standard motorcycle, use of the motorcycle when the loaded weight of the vehicle exceeds the rated weight for the standard motorcycle, any type of arduous off-road use where the techniques of riding differ significantly from normal on-road use, use in any sort of extreme environment, and many other potentially challenging circumstances. If a customer is in doubt, Eddy Motorcycle Consultants can offer advice, but it is up to the customer to decide about the motorcycle use, and it is solely up to Eddy Motorcycle Consultants to determine whether any particular use is beyond the terms of the warranty.

7) Where a part must be replaced, Eddy Motorcycle Consultants can use a new or a reconditioned part at its sole determination.

8) Where any work is carried out and/or parts are replaced under warranty, the newly implemented work and parts take on the remainder of the initial warranty period and mileage, and do not initiate any new warranty timing or mileage.

#### Implications of the above include:

- 1). We will not accept any liability for defects in parts supplied by the customer or by third parties, whether we fitted the parts or not.
- 2). Where a defect occurs, it is the responsibility of the customer to minimise the effects of the defect and possibly suspend use of the vehicle until the defect can be repaired. If this is not done, and this results in a major failure, the warranty only covers the repair of the first defect. The major failure can be repaired by Eddy Motorcycle Consultants, at its discretion, but the cost of the repair will have to be met by the customer. For example, if an engine installation or rebuilt develops a water leak or an oil leak, a claim can be made to repair that leak, but if the vehicle continues in use to the point where a lack of water or oil causes a further failure of the engine, the repair of that failure will not be covered by warranty. Similarly, when using a semi-automatic Rekluse Clutch from Eddy Motorcycle Consultants it may be that under some unique conditions of the motorcycle loading or towing, ambient temperature, altitude, gradient, road conditions, traffic, etc., that the operation of the clutch becomes unreliable, e.g. the clutch allows clutch to slip/ drag or rather severe gear engagement. A warranty claim can be made to ask us to attempt to improve our calibration of the clutch and gearbox control to improve the performance in such conditions, but it cannot include any consequent failure of the clutch, engine or gearbox. Consequently, it is always the responsibility of the rider of the motorcycle to carefully assess the operation of the motorcycle and if necessary, protect from damage by altering riding style, possibly using manual gear operation, and possibly stopping the journey to allow for cooling or other improvements in conditions, or taking other action, to prevent damage to the motorcycle.
- 3). It is entirely the responsibility of the customer to determine whether the vehicle is suitable for any use to which it is put, considering the specification of the vehicle and any modifications which have been installed by Eddy Motorcycle Consultants, the customer, and any other party which has worked on the motorcycle. We will attempt to advise, but we are not liable for the eventual performance of the vehicle in whatever unique combination of circumstances the customer instigates. Consequently, it is always the responsibility of the owner and user of the vehicle to carefully assess the operation of the vehicle to understand the effects and combinations of effects of the specifications of the motorcycle and the modifications to it. It is advisable to test the motorcycle carefully in less arduous conditions and on shorter journeys, initially, to allow the possibility of problems to be shown in more controllable circumstances, rather than trying out the maximum performance of the motorcycle in challenging conditions immediately after the work is complete.
- 4). In any situation where a warranty claim is made, even if it is not eventually agreed, the cost of returning the motorcycle or any parts to the Hornchurch premises is entirely the responsibility of the customer. The travelling, moving, or shipping costs are never part of the warranty claim.
- 5). Where it appears to be inconvenient to return the motorcycle or parts to our Hornchurch premises for warranty work, it might be that we can arrange to either send a technician to the motorcycle where it is, or to authorise another more convenient workshop to carry out repairs on the motorcycle. This is not an obligation on us but might be offered as a helpful solution to a problem. In these circumstances, the travelling and subsistence costs of the visiting technician, and the shipping costs of any parts in either direction, must be met by the customer, and any replaced parts must be returned to us with shipping costs met by the customer. If another workshop is authorised to carry out work on the motorcycle, we will only be liable for costs which we have specifically agreed with the workshop, charged at suitable business-to-business rates.

#### Charges for Storage and Bank Interest Charges:

**Payment for Special Parts must be made in full before ordering Parts.**

**Payment Must be made in FULL prior to collections of Parts and Motorcycle and within Due by Date on the Invoice.**

**\* 39.9% interest fee from HSBC will be passed on to the customer if the Invoice is NOT paid in full within the Due date.**

**There will be a Storage Charge of £25.00 per day, if the Motorcycle/Old Parts are NOT Collected within 5 days of completion of work.**

**There will be a cancellation charges of £80.00 to cover the cost of your booking if you do not show up for your appointment without a valid reason.**

**30% restocking fee will be charged for cancellation of special parts order. Electrical items cannot be refunded or cancelled or exchanged after an order is placed. It's the customers responsibility to Verify the correct parts are ordered.**