



# TURBOXPRESS

Website – [www.turboxpress.ie](http://www.turboxpress.ie)  
Email – [turboxpressinfo@gmail.com](mailto:turboxpressinfo@gmail.com)

Phone – 089 40 43 889

Also find us on -



## Terms and Conditions

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### TurboXpress

#### 1. Definitions

- 1.1 TurboXpress means TurboXpress Unit 3 Barnhill, Termonfeckin, Drogheda, Co.Louth
- 1.2 Customer means the person or firm who buys goods or services from TurboXpress
- 1.3 Goods means Turbochargers or Components
- 1.4 Services refers to the repair of Turbochargers or the provision of Warranty reports

#### 2. Basis of Contract

- 2.1 These terms and conditions are applicable to the contract to the exclusion of any other terms that the customer seeks to impose or which are implicit by trade, custom practice or course of dealing
- 2.2 The order issued by the customer constitutes an offer to purchase the goods in accordance with these terms and conditions.
- 2.3 The customer is responsible for ensuring that the terms of the order and any applicable specifications are complete and accurate.
- 2.4 The order is deemed to be accepted when TurboXpress receives an order number or reference from the customer either verbally or in writing, at which point the order shall come in to existence.
- 2.5 The contract constitutes the entire agreement between the parties and the customer acknowledges that it has not relied on any statement, promise or representation made or given to it by or on behalf of TurboXpress which is not set out in this contract.
- 2.6 Any advertising material, brochures, drawings, samples or documents produced or provided by TurboXpress are produced for illustrative purposes only and they do not form part of the contract.
- 2.7 Where an old unit is to be returned as part of the contract it should be returned in a timely manner, but not more than 14 days after delivery of the goods.



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### **3 Delivery:**

3.1 TurboXpress will ensure that each delivery of goods is accompanied by an Invoice showing the date of the order, all relevant customer and TurboXpress references, the type and quantity of the goods.

3.2 TurboXpress will deliver the goods to the location set out in the order or such other location as instructed and agreed by both parties.

3.3 Delivery of the goods shall be considered complete once arrived at the customer's premises, or at point of agreed meeting location.

3.4 Any dates quoted for delivery are approximate only and time of delivery is not of the essence. TurboXpress shall not be liable for any delay in delivery of the goods that is caused by a force majeure event or the customer's failure to provide TurboXpress with adequate delivery instructions.

3.5 Failure by the carrier to deliver the goods in accordance with the service requested and paid for shall be considered a force majeure event, and it is the carrier's responsibility to locate and deliver the goods as requested.

3.6 If TurboXpress fails to deliver the goods as requested its liability is limited to the cost of the goods as originally supplied, and TurboXpress shall at its discretion either replace or refund the cost of the goods not delivered.

3.7 Any damage or missing items evident on delivery are to be notified to TurboXpress within 24 hours of delivery at the latest to enable a claim to be made against the carrier. Failure to report these issues within this timescale may result in denial of a claim.

### **4 Prices and Payment:**

4.1 All prices are quoted exclusive of VAT unless stated by TurboXpress, which will be added at time of invoicing and the customer shall pay these additional sums in respect of VAT as are chargeable in the supply of the goods.

4.2 Quotations are valid for 7 days subject to prior sale.

4.3 Cash Sales: Payment becomes due from date on the invoice and prior to despatch of the goods

4.4 Credit account: Payment becomes due from the date on the invoice raised. Payment of such invoices should be made not later than 30 days end of the month, i.e. payment becomes due at the end of the month succeeding the month that such invoices have been raised.

4.5 If the customer exceeds these credit terms the supply of goods/services will be suspended, and the customer's account terms will be reviewed.



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4.6 TurboXpress will impose interest charges of 8% above the Bank of Ireland base lending rate for the duration of the outstanding debt.

## **5 Title and risk of Goods:**

5.1 It is a condition of sale that all goods supplied by TurboXpress will remain the property of TurboXpress and the title of such goods shall not pass to the purchaser until they have been paid for in full.

5.2 The risk in the goods shall pass to the customer on completion of delivery.

## **6 Reconditioned Exchange Product including surcharges:**

6.1 A surcharge shall be applied to exchange product at the point of order, and shall be credited on receipt of the exchange unit. Current surcharge rates are available on request. Exchange units must be returned within 14 days of purchase to be eligible for a full surcharge refund. If an exchange unit returned does not conform to our acceptable specification all or part of that surcharge may not be refunded.

6.2 To be acceptable for exchange all old units must conform to the following specifications

6.2.1 Must be complete and in ex-engine condition, and of the correct part number.

6.2.2 Where relevant the actuator must be present.

6.2.3 Must be genuine OE, i.e. we will not credit for a copy product. Please ask for clarification if unsure

6.3 If a unit is not returned within 14 days the surcharge becomes payable immediately.

6.4 TurboXpress will provide a document called “old turbo acceptance criteria” with goods that are dispatched, to aid in conforming with this clause.

## **7 Warranties:**

7.1 The receipt of information from the customer and the delivery by the Company of the goods specified in any order does not in any way imply a warranty that the goods will be suitable for purposes disclosed. The only warranty which the Company makes is in connection with proprietary

7.2 goods supplied.



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7.3 TurboXpress guarantees its product against faulty workmanship and components as follows: Commercial Diesel turbo- new 12 months, unlimited mileage, standard warranty. Commercial Diesel Turbo- TurboXpress Reconditioned turbo 12 months standard warranty, unlimited mileage. Passenger car, New 12 months or 20,000 miles, whichever occurs first, standard warranty. Passenger car, TurboXpress Reconditioned Turbo 12 months standard warranty, or 20,000 miles, whichever occurs first.

7.4 The warranty period commences from date of invoice, and any claim must be made before expiration of the warranty period.

7.5 Warranty is conditional on the vehicle being properly serviced according to the vehicle manufacturer's recommendations. A copy of the service records must be returned with the faulty turbo.

7.6 In order for the unit to be considered for warranty, it must be returned to TurboXpress in a complete state (i.e. returned to TurboXpress with all components as originally supplied) with no evidence of dismantling or other tampering. A report will be produced by our staff who will determine the cause of failure. If the customer requires a replacement unit before the report is produced a replacement must be purchased pending a decision. In the event of a valid claim a credit note will be issued for this replacement unit. In the event of a rejection of the claim, the customer can decide to authorise us to scrap the old unit, request a repair at their cost, or request the unit is returned to them. Please note that a returned unit will be supplied in pieces as it is not suitable for service unless rebuilt through our remanufacturing process. All decisions are final.

7.7 Warranty may be denied in the event of either the turbocharger or the engine being modified to increase power output.

7.8 Goods used for motorsport or other performance sport/ activities are supplied without any warranty, and the application and use is the sole responsibility of the purchaser.

7.9 In the event of any goods proving defective during the period of the warranty due to faulty material or workmanship TurboXpress shall, at its option, either supply replacement goods or repair such defective goods free of charge.

7.10 The warranty is non-transferable and is valid for the original purchaser only

7.11 In the event of an account being overdue for payment, or the exchange unit not being returned, TurboXpress reserves the right to suspend the warranty until such time as the account is fully paid.

7.12 Save as provided herein all representations, conditions, warranties and terms, whether express or implied by common law statute or otherwise, as to the quality, condition or fitness for any purpose of the goods are excluded.



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7.13 It is important that the causes of failure and all underlying issues are resolved before refitting, TurboXpress cannot be held responsible for failures caused by external factors for example: oil starvation, oil contamination, overspeed, impact damage, foreign object damage via ingestion of object, etc. These can be caused by issues such as a blocked oil feed pipe or a drop in oil pressure, particles entering the oil system, split boost pipes, damaged intercooler, worn injectors, a faulty EGR valve, blocked DPF, faulty boost control valve, hot shutdowns etc.

## **9 Limit of Liability:**

9.1 In no event shall the business be liable for any direct, indirect or consequential loss or damage of any kind howsoever caused arising from the contract of sale or the use of the goods nor for any diminution in value of components consequent upon or resulting from the use of the business's products. Without prejudice to any of the foregoing, the liability of the business on any claim for loss or liability arising out of or connected with any order, or manufacture, sale, delivery, resale or use of any goods covered by any such order (including, but not limited to, loss or liability arising from breach of contract) shall in no case exceed the unit price of such goods or parts thereof involved in the claim. The limit of liability shall not apply to any claim for death or personal injury resulting from the negligence of the business.

9.2 TurboXpress cannot be held responsible for personal injury or damage caused to the engine or vehicle by failed goods.

## **10 Turbochargers for Competition Use:**

10.1 Turbochargers used for any form of competitive use are supplied in good faith and on the understanding that no guarantee is given in respect of performance or reliability of the product, either by the manufacturers or TurboXpress

## **11 Returns policy:**

11.1 For product returned within 7 days from date of invoice, no re-stocking fee will apply.



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11.2 For product returned from 8 days to 90 days of date of order a fee of 15% plus carriage will apply per unit or spares order

11.3 For product returned 91 days or over from date of invoice, no return will be accepted

11.4 Product must be returned in the original packing, clean, undamaged and not to have been fitted to an engine to qualify for the above. In the event of these conditions not being met TurboXpress reserve the right to charge up to the full price of the component for future sale.

11.5 Any item bought in specifically for the customer is excluded from this policy, for example on VOR or specifically sourced. Any credit for re-stocking would be at the discretion of the management.

11.6 Return carriage to TurboXpress is at the cost of the customer

11.7 A Returns Authorisation reference must be obtained from TurboXpress prior to sending the unit back to ensure it can be booked in correctly.

## **12 Serial number:**

12.1 If a unit is returned to TurboXpress for any reason including but not limited to warranty or under the returns policy, the original unit serial number as supplied must be present and legible on the unit. If the serial number is not present any claim would be considered invalid.