

## **Terms and Conditions of Sale**

### **1. These terms**

- 1.1. What these terms cover. These are the terms and conditions on which the manufacturer of products (as notified to you during the purchase process) (“we”, “us”, “our”) supply products to you via the Icarusparts.com website (the “site”).
- 1.2. Us. Our details (including our name, address, VAT number and how to get in touch with us) are set out in our order.
- 1.3. Our agent. Icaursparts.com Limited (“Icarusparts”) is our agent and may fulfil some of our obligations on our behalf under this contract. Please be aware that although Icarusparts may fulfil some obligations on behalf of us under this contract, you are contracting with us and not with Icarusparts. Please see Icarusparts’s website terms and conditions for further information on Icaruspart’s role [www.icarusparts.com/termsandconditions](http://www.icarusparts.com/termsandconditions). In the event that you wish to communicate with us in relation to this contract, please contact Icarusparts at [support@icarusparts.com](mailto:support@icarusparts.com).
- 1.4. Why you should read them. Please read these terms carefully before you submit your order. These terms tell you how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these please contact [icarusparts.com](http://icarusparts.com) to discuss.

### **2. Our contract with you**

- 2.1. Order acceptance. Acceptance of your order will take place when you receive an email from Icarusparts accepting your order, at which point a contract will come into existence between you and us.
- 2.2. If your order cannot be accepted. If your order cannot be accepted, you will be informed of this and you will not be charged for the product. This might be because the product is out of stock.
- 2.3. Order number. You will be assigned an order number to your order, please quote this number in all communications about your order.
- 2.4. We only sell to the UK. The site is solely for the promotion of our products in the UK. Unfortunately we do not accept orders from or deliver to addresses outside the UK.

### **3. The Products**

- 3.1. Products may vary slightly from their pictures. The images of the products on the site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.

### **4. Your rights to make changes**

- 4.1. If you wish to make a change to the product you have ordered please contact Icarusparts at [support@icarusparts.com](mailto:support@icarusparts.com). Icarusparts will let you know if the change

is possible. If it is possible Icarusparts will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

## **5. Our rights to make changes**

5.1. Minor changes to the products. We may change the product:

- 5.1.1. to reflect changes in relevant laws and regulatory requirements; and
- 5.1.2. to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the product.

## **6. Providing the products**

- 6.1. Delivery costs. The costs of delivery will be as displayed to you on the site.
- 6.2. When we will provide the products. During the order process Icarusparts will let you know when the products will be provided to the garage you selected as the delivery address during the order process.
- 6.3. We are not responsible for delays outside our control. If supply of the products is delayed by an event outside our control then Icarusparts will contact you, on our behalf, as soon as possible to let you know and will take steps to minimise the effect of the delay. Provided we comply with this clause we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us at [support@icarusparts.com](mailto:support@icarusparts.com) to end the contract and receive a refund for any products you have paid for but not received.
- 6.4. When you become responsible for the goods and ownership. A product will be your responsibility from the time the courier delivers the product to the garage you selected during the purchase process. You own the goods once Icarusparts has received payment in full.

## **7. Your rights to end the contract**

- 7.1. You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract.
- 7.2. Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out in this clause, the contract will end immediately and Icarusparts will refund you on our behalf in full for any products which have not been provided and you may in some circumstances also be entitled to compensation in accordance with your rights under law. The reasons are:
  - 7.2.1.1.1. Icarusparts has told you about an upcoming change to the product or these terms which you do not agree to;
  - 7.2.1.1.2. Icarusparts has told you about an error in the price or description of the product you have ordered and you do not wish to proceed;

7.2.1.1.3. there is a risk that supply of the products may be significantly delayed because of events outside our control;

7.2.1.1.4. we have suspended supply of the products for technical reasons, or Icarusparts notifies you we are going to suspend them for technical reasons, in each case for a period of more than 30 days; or

7.2.1.1.5. you have a legal right to end the contract because of something we have done wrong.

**7.3.** Ending the contract because you have changed your mind (Consumer Contracts Regulations 2013). For most products bought online (except in the circumstances set out below) you have a legal right to change your mind within 14 days of delivery of the products and receive a refund providing you pay the costs of return.

**7.4.** When you don't have the right to change your mind. You do not have a right to change your mind in accordance with clause 7.3 in the following circumstances:

7.4.1. in respect of products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them. To ensure your right to change your mind is not affected, please do not open any goods until you are sure you do not want to change your mind;

7.4.2. any products which become mixed inseparably with other items after their delivery.

## **8. How to end the contract with us (including if you have changed your mind)**

**8.1.** Tell us you want to end the contract. To end the contract with us, please let Icarusparts know by doing one of the following:

8.1.1.1. Phone or email. Icarusparts' customer services on 0121 573 0078 or email us at [support@icarusparts.com](mailto:support@icarusparts.com). Please provide your name, home address, details of the order, your order number and, where available, your phone number and email address.

8.1.1.2. Online. Complete the form via the Icarusparts website or chat to one of the advisers on the Icarusparts website.

8.1.1.3. By post. Print off the form in the schedule to these terms and post it to us at the address on the form. Or simply write to Icarusparts at that address, including details of what you bought, when you ordered or received it and your name and address.

**8.2.** Returning products after ending the contract. If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to Icarusparts. Please email [returns@icarusparts.com](mailto:returns@icarusparts.com) to confirm the return address or (if they are not suitable for posting) allow Icarusparts to collect them from you. Please phone Icarusparts' customer services on 0121 573 0078 or email Icarusparts at [support@icarusparts.com](mailto:support@icarusparts.com) for a return label or to arrange collection. If you are exercising your right to change your mind you must send off the goods within 14 days of telling Icarusparts you wish to end the contract.

**8.3.** When we will pay the costs of return. We will pay the costs of return if the products are faulty or misdescribed or in circumstances where you are ending the contract

because Icarusparts (on our behalf) has told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong. In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

- 8.4. How we will refund you. Icarusparts will arrange, on our behalf, to refund to you the price you paid for the products including delivery costs, by the method you used for payment. However, deductions may be made from the price, as described below.
- 8.5. Deductions from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind your refund of the price (excluding delivery costs) may be reduced to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop or if this has been caused by the products being fitted by third party that is not a qualified mechanic. You will also only be refunded delivery costs equivalent to the cost of the cheapest delivery option that Icarusparts offer.
- 8.6. Refund of delivery costs. The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method Icarusparts offer. For example, if Icarusparts offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then you will only be refunded what you would have paid for the cheaper delivery option.
- 8.7. When your refund will be made. Icarusparts will arrange for any refunds due to you, on our behalf, as soon as possible. If you are exercising your right to change your mind then you will be refunded within 14 days of Icarusparts being in receipt of the product from you.

## **9. Our rights to end the contract**

- 9.1. We may end the contract if you break it. We may end the contract for a product at any time by Icarusparts writing to you on our behalf if:
  - 9.1.1.1. you do not make any payment due under this contract when it is due and you still do not make payment within 14 days of Icarusparts reminding you that payment is due;
  - 9.1.1.2. you do not, within a reasonable time of Icarusparts asking for it, provide Icarusparts with information that is necessary for Icarusparts to provide the products, for example, details of the garage to which the products should be delivered;
- 9.2. You must compensate us if you break the contract. If we end the contract in the situations set out in clause 9.1 you will be refunded any money you have paid in advance for products that have not been provided to you but we may deduct or charge you reasonable compensation for the net costs we or Icarusparts will incur as a result of your breaking the contract.

## **10. If there is a problem with the product**

- 10.1. How to tell us about problems. If you have any questions or complaints about the product, please contact Icarusparts by telephoning the customer service team on 0121 573 0078 or writing to [support@icarusparts.com](mailto:support@icarusparts.com) or using the live chat.

- 10.2. Summary of your legal rights. We are under a legal duty to supply products that are in conformity with this contract. Nothing in these terms will affect your legal rights. See the box below for a summary of your key legal rights in relation to the product.

#### **Summary of your key legal rights**

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

up to 30 days: if your goods are faulty, then you can get an immediate refund.

up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.

up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

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- 10.3. Your obligation to return rejected products. If you wish to exercise your legal rights to reject products you must either post them back or allow Icarusparts to collect them from you. Please call customer services on 0121 573 0078 or email Icarusparts at [support@icarusparts.com](mailto:support@icarusparts.com) [for a return label or to arrange collection.] Where those parts have been fitted before you return them to us, you must also provide us with evidence that those parts were fitted by a qualified mechanic.

### **11. Where your key legal rights won't apply**

- 11.1. Your key legal rights won't apply in respect of products where the defect in the products is your fault or the fault of a third party (e.g. as a result of accident or misuse).

### **12. Goodwill Guarantee**

- 12.1. Please note, these terms reflect the goodwill guarantee offered by us to our UK consumer customers, which is more generous than your legal rights under the Consumer Contracts Regulations. This goodwill guarantee does not affect your legal rights in relation to faulty or mis-described products.

- 12.2. Where goods are faulty or mis-described, you will have the right to reject those goods within [12 months] provided that either those goods have not been fitted to your vehicle or, in the event that they have been fitted to your vehicle, you are able to provide evidence (usually a receipt) that the goods have been fitted by a qualified mechanic.

## **13. Price and payment**

- 13.1. Where to find the price for the product. The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 13.3 for what happens if we or Icarusparts (on our behalf) discovers an error in the price of the product you order.
- 13.2. We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date you are supplied with the product, the rate of VAT that you pay will be adjusted, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 13.3. What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. Icarusparts will normally check prices on our behalf before accepting your order so that, where the product's correct price at your order date is less than the stated price at your order date you will be charged the lower amount. If the product's correct price at your order date is higher than the price stated to you, Icarusparts will contact you for your instructions before accepting your order on our behalf. If Icarusparts accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract (and Icarusparts will contact you on our behalf to let you know in writing), refund you any sums you have paid and require the return of any goods provided to you.
- 13.4. When you must pay and how you must pay. Details of how and when you must pay will be provided during the purchase process.

## **14.13 Our responsibility for loss or damage suffered by you**

- 14.1. We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 14.2. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised at clause 10.2; and for defective products under the Consumer Protection Act 1987.

## **15.**

### **2 Other important terms**

- 15.1. We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

- 15.2. You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee). You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 15.3. Other rights under this contract. This contract is between you and us, however Icarusparts shall be entitled to enforce these terms in our place where they are acting as our agent.
- 15.4. If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 15.5. Even if we delay in enforcing this contract, we can still enforce it later. If we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 15.6. Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 15.7. If you have any concerns or complaints about our products or the way we or Icarusparts have handled your order, please contact Icarusparts by email at [support@icarusparts.com](mailto:support@icarusparts.com), by post at or by phone on 0121 573 0078.

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