

CARCART STANDARD WARRANTY TERMS & CONDITIONS

1. DEFINITIONS

The words or expressions detailed below have the following meaning wherever they appear in this warranty agreement.

Administrator, We, Us or Our. Means Carcart Ltd, whose registered address is: 74 Cannock Road, Willenhall, England, WV12 5RZ.

You, Your, Yourself, Customer. Means the person named on the sales invoice as being the customer.

Third Party. This refers to any individual, company, or entity other than Carcart Ltd that is involved in the repair, servicing, or provision of parts for the vehicle. This includes garages, workshops, and recovery providers not directly operated by Carcart Ltd.

Warranty. Means an agreement provided by Carcart to the named warranty holder, covering the repair or replacement of specific components in the event of a sudden and unexpected failure, subject to the terms, conditions, and exclusions outlined in this document.

Repair Request. Means the process you need to follow to notify us that your vehicle has experienced a sudden and unexpected mechanical breakdown.

Repair Request Limit. It is the maximum amount that can be provided on each individual repair request exclusive inclusive of VAT. The maximum amount that can be provided under the warranty during the period of cover is limited to the purchase price of the vehicle in aggregate.

Repair Contribution. Means the proportion of the repair cost that the warranty holder is required to pay when the repaired vehicle is restored to a better condition or value than it had prior to the repair. The contribution amount is determined based on the age or mileage of the vehicle, as outlined in the contribution table.

Component. Means any mechanical, electrical or electronic part, which forms part of the vehicle's original specification.

Sudden Failure. Means the unexpected and immediate breakdown of a mechanical, electrical, or electronic component, preventing it from performing its intended function.

Consequential Loss. Means any other costs which are directly or indirectly caused by the event which led to your repair request unless specifically stated in this warranty agreement.

Labour Rates. Means what a vehicle repairer can charge by the hour to cover their labour costs, subject to the maximum labour rate stated on your agreement form.

Territorial Limits. Means England, Scotland, Northern Ireland, Wales, Isle of Man and the Channel Islands.

Wear and Tear & End of Life Parts. Means the gradual deterioration associated with normal use and age of the vehicle and its components.

Autodata. Means an industry reference, including but not limited to Heynes Pro, Autodata, Glasses Guide etc. for the confirmation of repair times and service requirements used extensively by the motor industry.

2. GENERAL INFORMATION

2.1. If applicable Carcart Ltd will provide administration and repair request services in connection with mechanical breakdown as outlined in these Carcart Standard Warranty Terms & Conditions during the 90 calendar days period of cover. 90 days period will start the following day after vehicle collection or delivery.

- 2.2. This warranty is non-transferable and applies solely to the individual named on the agreement form as the warranty holder. In the event of a change in ownership of the vehicle, the warranty will automatically terminate, and no rights or benefits will transfer to the new owner.
- 2.3. You have a right to purchase an extended Handler Protect warranty through Carcart. In such case this Carcart 90 days warranty will automatically terminate and you will not have any rights or benefits according to this contract.
- 2.4. The warranty agreement does not apply to any vehicle(s) used for competitive and/or timed racing of any sort, (including but not limited to off-road driving, vehicles acting as a pace make and/or safety vehicles), any vehicles used by any emergency services (including but not limited to police, fire and ambulance service vehicles), any military vehicles, any vehicles used by airport authorities or their agents/servants within the territorial boundaries of the airport (including runways and any outbuildings associated with the airport), any vehicles used for hire or reward (including but not limited to taxis and self-drive vehicles), any vehicle used for commercial delivery purpose such as despatch or delivery courier, any vehicles used by a driving school, any kit cars and any nonstandard or customised vehicles.
- 2.5. No liability might be accepted for any repair request that is reported to the administrator more than seven days after the relevant fault is discovered.
- 2.6. The administrator reserves the right to provide replacement parts and/or to carry out repairs under this warranty agreement or to arrange for their provision by other persons.
- 2.7. Should the vehicle require repairs under this warranty, it is the customer's responsibility to deliver the vehicle to our designated location at their own expenses.
- 2.8. No repairs may be carried out under the Carcart warranty until administrator's authorisation is received. When repairs are conducted by third party, no administrator's liability shall exist in respect of parts supplied or repairs carried out.
- 2.9. Authorised repairs must be completed within 14 days of approval issue date.
- 2.10. If repairs are conducted by a third party, the amount of time allowed for labour will be according to Autodata times and the labour rate payable will be to a maximum of **£66.00** per hour (Inclusive of VAT). The administrator reserves the right to examine the vehicle and failed part and to subject them to expert independent assessment to determine the amount to be paid in respect of a repair request.
- 2.11. The maximum repair cost, whether for a single claim or the total of all claims during the warranty period (whichever occurs first), is limited to the purchase price of the vehicle.
- 2.12. This warranty is voidable if you or anyone acting for you fails to disclose, misrepresents or misdescribes any material fact. If the administrator voids this warranty agreement they will void it in its entirety and no cover will apply.
- 2.13. If you have not kept to the conditions of the warranty, you agree that your repair request will be rejected and that your warranty agreement may be cancelled.
- 2.14. If you or a repairer makes a false or dishonest repair request, your warranty contract will be cancelled and legal action may be taken against you.
- 2.15. Should the vehicle be involved in a total loss claim, this warranty will become void.
- 2.16. It is your responsibility to ensure that the vehicle is serviced in accordance with the manufacturer's recommended schedule, based on both time and mileage, whichever occurs sooner. After acquiring the vehicle, you must contact the main dealer to confirm the maintenance intervals, including timing belt/chain replacement schedules. The timing belt or chain must be replaced as specified by the manufacturer or sooner if it's necessary. If the timing belt/chain or gearbox service history is not provided, it should be assumed that this work has not been carried out, and you must arrange for it to be completed. Proof of replacement or servicing must be retained in the form of fully itemised VAT invoices, showing the date, odometer reading, and details of the work performed. A fully completed and stamped service booklet may also serve as acceptable proof. Between scheduled services, you are required to follow the

manufacturer's guidelines for regular checks, including, but not limited to, monitoring fluid levels, as outlined in the owner's manual. Warning lights and alerts must not be ignored and should be addressed promptly to avoid further damage or warranty coverage issues. Servicing must be completed at a VAT-registered garage. Failure to adhere to these servicing and maintenance requirements will result in the automatic rejection of repair requests and render your service contract null and void.

- 2.17. It is not the intention, implied or otherwise, of the warranty to make new vehicles from old. Where replacement components are fitted to replace old worn components which have suffered a breakdown, this results in your vehicle being in a better condition than it was before the breakdown, so you are required to pay a contribution towards the cost of the parts. For vehicles older than 6 years or with more than 60,000 recorded miles this warranty will provide cover in accordance with the following table based upon vehicle age and mileage at time of failure.

AGE OR MILEAGE	YOUR REPAIR CONTRIBUTION
Up to 6 Years or 60,000 miles	0%
Over 6 Years or 60,000 miles	20%
Over 7 Years or 70,000 miles	30%
Over 8 Years or 80,000 miles	40%
Over 9 Years or 90,000 miles	50%

- 2.18. We reserve the right to instruct and independent engineer to inspect your vehicle before authorising any repair. When this right is exercised we shall have no liability for any loss to you arising from any possible delay. Should you decide to give permission to the repairer to commence repairs, without authorisation being obtained from us, you do so in the full knowledge that we may not meet the cost of your valid repairs because you have denied us our right to inspect the vehicle prior to its repairs.
- 2.19. We reserve the right to withhold the release of your vehicle if there are any outstanding payments due from you under this warranty or any other agreement. The vehicle will only be released once all such payments have been settled in full. This measure ensures compliance with the terms and conditions of the warranty agreement or any other agreements.
- 2.20. If Carcart is required to make a payment under this warranty or other agreement, such payment will be processed within 7 working days after completion of all repairs and receipt of proper invoice or customer's bank details.
- 2.21. Any communication sent by Carcart Ltd via email to the address provided by you will be considered received once the email has been successfully sent. It is your responsibility to ensure that the email address you provide is accurate and accessible for correspondence.
- 2.22. The Terms and Conditions and agreement details will be read as one contract. A word or expression to which a specific meaning has been attached will keep the same meaning wherever it appears unless specifically stated otherwise. A particular word or phrase, which is not defined will have its ordinary meaning.
- 2.23. You cannot change the terms and conditions unless you have written agreement from Carcart Ltd.
- 2.24. Unless specifically agreed otherwise, the law that will apply is English law.

3. WHAT YOUR WARRANTY INCLUDES

Any parts not purposely listed below will not be covered.

- 3.1. **Electrics.**

- Alternator, engine cooling fan motors, starter motor.

3.2. Engine.

- All internally lubricated parts are covered including: Camshafts & bearings, camshaft followers & rockers (including hydraulic lash adjusters), connecting rods & bearings, crankshaft & bearings, cylinder block, cylinder bores & liners & seals, cylinder heads, internal bushings & bearings, oil pump & drive, pistons & rings. Crankshaft pulley and cylinder head gasket. Camshaft drive belts are covered as follows: Camshaft drive belts and tensioners (subject to documented proof that the last due change of camshaft drive belt has taken place as specified by the manufacturer's recommended servicing schedule). Timing gears, chain, tensioner, valves, springs & guides are not covered.

3.3. Gearboxes.

- Including automated manual gearboxes, automatic gearboxes, four-wheel drive transfer gearboxes, hybrid transaxles, manual gearboxes and transaxles. Automatic transmission brake bands & clutches & modulator valves, drive chains, gear lever, gears, hydraulic gear-shift governors & internal servos & valve blocks, internal bearings & bushes, oil pumps, selector forks, shafts (all, including extension shafts), synchromesh hubs and rings and torque converter. Mechatronics unit not covered.

3.4. Oil Seals and Gaskets.

- The engine crankshaft rear oil seal and the main gearbox input shaft oil seal are both covered and other oil seals and gaskets that would necessitate the removal of the engine, a gearbox or a final drive unit to carry out repairs are all covered subject to any oil leak from them being sufficiently advanced that the leak creates a pool on the floor (while engine idling) within 10 minutes that's more than 30mm in diameter. Slight leaks causing only oil misting or staining are not covered.

3.5. Turbocharger.

- Turbocharger units.

3.6. Other.

- Boot and door locks.

4. WHAT'S NOT INCLUDED IN YOUR WARRANTY

- 4.1. We will not be liable for any repair requests arising thereby or indirectly caused or contributed by the following:
- (a) resulting from any modification to the vehicle or the substitution of components by nonstandard components or equipment not approved by the manufacturer of the vehicle;
 - (b) if the milometer has been altered or disconnected or inoperative resulting in the misrepresentation of the vehicle's actual mileage;
 - (c) overheating, corrosion, freezing, water ingress or the gradual reduction in operating performance commensurate with the age and mileage covered by the vehicle. This includes, but is not limited to:
 - the gradual loss of engine compression necessitating the repair of valves or rings;
 - gradual increase in oil consumption due to normal operating functions;
 - (d) the use of a grade of fuel not recommended by the manufacturer of the vehicle or the ingress of foreign matter into fuel, lubricants or cooling system. The use of inadequate or improper antifreeze protection;
 - (e) lack of routine servicing maintenance or repair of the vehicle or from negligence, abuse or wilful damage;
 - (f) the subjecting of the vehicle to a load greater than that permitted by the manufacturer's recommendations;
 - (g) fire, self-ignition, lightning, earthquake, explosion, frost, storm, tempest, flood, water damage, theft or attempted theft, aircraft or other aerial devices or articles dropped there from or any extreme cause;
 - (h) any road traffic accident, collision or fire damage; including total loss of vehicle;
 - (i) involving components subject to recall or repair or replacement by the manufacturer or attributable to a manufacturer's design defect;
 - (j) mechanical breakdown due to lack or contaminated fuel, antifreeze, hydraulic fluids, grease or oils;
 - (k) directly or indirectly caused by or arising out of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, riot, civil commotion, strikes, lockout, confiscation or detention by customs or other officials or authorities, malicious intent or vandalism.

- 4.2. This warranty not covering service and maintenance related parts included (but not limited to):
- (a) anti-freeze, brake drums, brake discs, brake fluid & brake friction materials (brake pads and brake shoes), clutch covers, clutch friction plates, clutch release bearings, exhaust pipes & exhaust pipe gaskets, filters, grease, oils, batteries, spark plugs, glow plugs, refrigerants, tyres.
- 4.3. Parts that are excluded from this warranty:
- (a) All light units, aerials, bulbs and bulb holders, service components and items which require a periodic replacement, wiring looms and harnesses, ancillary components (cameras, driver assist systems, autonomous braking systems), bodywork (paintwork, panels, bumpers, door handles, hinges, exterior and interior trims, lifting struts, weather seals, seat frames, upholstery, tonneau & other interior & exterior covers), bolts, fixings, frictional materials, hoses and pipes, car telephone systems, chassis, exterior trim/interior trim, fuel tank/lines, gaskets, keys and remote key fobs/cards and batteries, LED, xenon start units, mirror glass, mirror units if impact caused by damage to the motor unit, perished pulley dampers, road wheels and tyres, seat belt webbing, pretensioners, seat runners, buckles and fixings, sunroof glass and mechanism, windscreen, windows and any other glass & non-glass windows, towing equipment, Interior heater elements, cleaning of fuel lines, external gearbox linkage, front and rear windscreen heater elements, front and rear wiper linkage/jets, modified parts or modifications, aftermarket equipment.
 - (b) Noisy, corroded or "stretched" parts will not be covered. The part being claimed must have failed.
 - (c) Burnt or worn out clutch components, burnt or carbonised valves.
 - (d) Parts and labour required to rectify MOT advisories.
- 4.4. No liability will be accepted for:
- (a) parts that have been fitted incorrectly, the effects of poor repairs, faults or defects, parts that have been made or designed badly, parts not fitted as standard or optional extras by the manufacturer, unless cover for such items is agreed beforehand;
 - (b) any costs arising due to customer chosen garage misdiagnosing the fault. If there would be any payments made in advance or/and parts supplied by administrator customer is responsible paying money back if such request would be expressed by administrator;
 - (c) costs of any servicing or service items;
 - (d) MOT advisories;
 - (e) damage to parts not covered by this warranty;
 - (f) any parts, which have not failed but have been reported as requiring replacement during routine servicing and/or repairs or at the time of when a warranty repair is in progress;
 - (g) the costs of any investigatory or remedial work commenced before authorisation by the administrator;
 - (h) the costs of any investigatory, exploratory or dismantling work not associated with a covered repair. It is your responsibility to give the repairer permission to commence exploratory, investigation or dismantling work to establish the primary component failure and cause of the primary component failure and to pay the costs if such work proves that the fault is not our responsibility. Any exploratory, investigation or dismantling costs will only be reimbursed if they are part of a valid repair.
 - (i) any faults, damage or connected loss arising from errors, viruses, omission or defects, in any application or system software;
 - (j) the cost of the contribution applicable for any repairs made under the warranty as specified in these Terms & Conditions.
- 4.5. The components listed on health check is not covered. This warranty is in place to cover sudden mechanical failures. It is not in place for a vehicle owner to bring their recently acquired vehicle to a local repairer and request a list of components that are showing symptoms of age and wear. This is expected when purchasing a used vehicle. It is not the function of the warranty to make a new vehicle out of a used one.
- 4.6. You are responsible for costs payable to third party garage if they misdiagnosed the issue.
- 4.7. Main dealer repairs or diagnostics is not covered unless preauthorised in writing by Carcart.
- 4.8. The warranty does not apply to any vehicle which has been modified after warranty inception date.
- 4.9. Vehicles which are owned temporarily or otherwise (resulting from trade-in or acquisition for the purpose of resale) by a business formed for the purpose of selling or servicing motor vehicles are not covered.

- 4.10. Your warranty contract excludes any liability for death, body injury or loss of or damage to property other than the listed components or loss of use, earnings, incidental expenses or any consequential loss of whatsoever nature.
- 4.11. Your warranty contract not covering any vehicle owned by a garage or its associated companies or by the proprietor of such garage or associated companies or by an employee or relative of such proprietor or component breakage occurring whilst the vehicle is in the custody or control of such persons.

5. REPAIR REQUEST PROCEDURE

- 5.1. If you experience a fault with your vehicle, DO NOT continue to use it. Doing so may worsen the problem and cause additional damage, which this policy does not cover. Always follow the manufacturer's recommendations for vehicle maintenance and operation. Ignoring warning lights, unusual noises, or performance issues may result in voided coverage if these warnings are not addressed promptly and in line with the manufacturer's guidance.
- 5.2. If repairs are required, contact us by e-mailing our team to support@carcart.co.uk or calling **0333 0509911 (Option 2)**. It is essential to notify us no later than 7 days after identifying the issue to ensure your claim can be processed. Please have the information ready as we will require the following:
 - (a) picture showing vehicle mileage;
 - (b) failure date;
 - (c) description of the issue;
 - (d) a quick video showing an issue;
- 5.3. If you require roadside recovery, you may use any roadside assistance provider of your choice. However, if you do not have your own provider, you can contact **RAC Roadside Assistance at 0330 159 8743**. Please note that Carcart acts solely as an introducer and accepts no responsibility for the quality or availability of services provided by any recovery provider. All costs associated with recovery will be your responsibility, and payment will be required by credit or debit card before assistance is provided.
- 5.4. All repairs covered under this warranty must be carried out by Carcart, unless agreed otherwise. Once the fault is reported, we will guide you to our designated repair facility for an assessment or redirect you to your local garage. Please note that unauthorized repairs conducted will not be reimbursed under any circumstances.
- 5.5. Before any repair work is initiated, our team will assess the fault to determine if it is covered under your warranty. Once approved, our repair facility will carry out the necessary work to resolve the issue and get your vehicle back on the road as quickly as possible.

6. COMPLAINT PROCEDURE

At Carcart, we strive to provide the best service possible, but if you're not satisfied, we are here to help. Please follow the steps below to raise a complaint:

- 6.1. **Submit Your Complaint.** Any complaint, including an appeal for a declined repair request, must be submitted within 14 days of the decision in order to be considered. To submit a complaint, please send an email to: support@carcart.co.uk. Ensure your complaint includes all relevant details, such as your full name, contact information, and a clear description of the issue. This will help us review and resolve your complaint more efficiently.
- 6.2. **What Happens Next?** We may need additional information to thoroughly review your complaint. If so, we will contact you to request this. Where disputes arise, we reserve the right to involve an independent company to investigate the complaint and provide an impartial assessment. Once all necessary information is gathered, we will provide a clear explanation of our actions and decisions regarding your complaint. If there is any undisputed amount payable under the warranty, we will process this promptly. Please note that payment of undisputed amounts will not affect the outcome of your complaint.
- 6.3. **Our Commitment to Responding.** Within two weeks of receiving your complaint, we will provide a final response, or inform you of the reason we cannot yet resolve your complaint and advise when you can expect a final response.

- 6.4. **Additional Support.** If you need further guidance about your consumer rights, you can contact Citizens Advice: www.citizensadvice.org.uk or Consumer Protection Rights: www.gov.uk/consumer-protection-rights.
- 6.5. **Please Note!** This complaint process does not affect your statutory rights.