

The following Terms and Conditions apply to sales made in the PW Motorsport online shop only. Terms and Conditions for sales through other channels may differ.

1. Interpretation

In these Terms and Conditions, the following words and phrases shall have the following meanings: 'Buyer' means the person, firm or company who purchases the goods from PW Motorsport Online Shop, 'Company' means **PW Motorsport (KMK Autotechnik LTD)**, 'Contract' means the contract between the Company and the Buyer which shall incorporate these Terms and Conditions

'Goods' means any goods agreed in the accepted order form to be supplied by the Company to the Buyer

'Place of Delivery' means the place to which the goods are to be delivered.

In these Terms and Conditions, reference to any statute or statutory provision shall be construed as a reference to such statute or statutory provision as amended, modified, re-enacted or replaced from time-to-time.

2. Cancellation and Returns

You can cancel your order anytime prior to dispatch and up to 14 days after the goods are delivered. Simply return the goods with a return with original packaging to us, and we'll offer a refund based upon the original payment method within 14 days. Please note the following:

PW Motorsport does not take title to returned items until the item arrives at our return address. Goods must be returned in its original you must take reasonable care of the goods and return them in its original and undamaged condition. No returns on electrical items.

3. The contract

The contract shall be based on these Terms and Conditions to the exclusion of all other terms and conditions, including any such terms and conditions that are purported to be included or applied by the buyer.

By purchasing a product through the site, you agree that such purchase and the import of such product complies with the laws of the country to which you have requested PW Motorsport to ship the product, and agree that you will be considered the sole "Importer" of the product to your country for all purposes, including customs regulations and copyright and trademark laws..

No terms and conditions contained in the confirmation of order, purchase order or other document of the buyer will form part of the contract.

When you place an order to purchase a product from PW Motorsport, we will send you an e-mail confirming receipt of your order and containing the details of your order.

4. Pricing and availability

We list availability information for products sold by us on the website, and on each product information page. Beyond what we say on that page or on the website, we cannot be more specific about availability. Please note that dispatch estimates are just that. They are not guaranteed dispatch times and should not be relied upon as such. As we process your order, we will inform you by e-mail if any products you order turn out to be unavailable.

The price for the goods shall, unless otherwise agreed, be the price set out on the dispatch confirmation. The price for the goods quoted on the website shall be exclusive of all costs of carriage and insurance and applicable import Tax VAT and duty which the buyer shall pay in addition. Shipping and insurance costs are calculated at checkout in many occasions they FREE of charge (UK Mainland postcode)

5. Delivery

We don't normally have specified dates of delivery as all our items are in stock, however they might be small delays occasionally happened as some of our items are sourced abroad and orders in substantial amounts could not simply be filled.

Subject to the other provisions of these Terms and Conditions, PW Motorsport shall not be liable for any loss, whether direct or consequential, economic or loss of profits or otherwise, arising directly or indirectly out of any delay in the delivery of the goods. Nor will any delay entitle the buyer to terminate or rescind the contract unless the delay exceeds 21 days.

6. Risk and ownership of the goods

All items purchased from PW Motorsport are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

Ownership of the goods shall not pass to the buyer until PW Motorsport has received full, cleared funds(PayPal) of the sum due to PW Motorsport for purchased goods.

7. Payment

All payment on the website are carried out by **PayPal**.

8. Customs

By purchasing a product through the Site, customers outside United Kingdom and EU authorise PW Motorsport to make arrangements for clearance of customs on their behalf for the products they have ordered(Customs labels applied on packaging)

When ordering goods from PW Motorsport, overseas deliveries may be subject to import duties and taxes, which are levied once the package reaches the specified destination. Any additional charges for customs clearance must be borne by you, unless an Import Handling Charge is included in the price of the goods. Customs policies vary widely from country to country, so you should contact your local Customs officer for further information. Additionally, please note that when ordering from PW Motorsport, you are considered the sole importer of record and must comply with all laws and regulations of the country in which you are receiving the goods. Your privacy is important to us and we know that you care about how information about your order is used and shared. We would like our international customers and customers dispatching products internationally to be aware that cross-border deliveries are subject to opening and inspection by customs authorities.

9. Warranties

Unless in the case where the goods come with their own international or worldwide warranty or stated clearly otherwise, all goods sold by PW Motorsport Limited on the website carry a 12 Month Warranty. Subject to conditions stipulated by each manufacturer.

If the buyer wishes to make a claim under this warranty, the buyer shall give written notice to PW Motorsport within 30 days of the discovery of the defect and give PW Motorsport reasonable opportunity to inspect the goods in question.

PW Motorsport shall not be liable for any damage if the buyer makes any further use of the goods after giving notice, or if they alter or repair the goods without permission from PW Motorsport

PW Motorsport liability under the warranty shall be limited to repairing or replacing the goods in question, or refunding the price of such goods. No Labour or third party cost in this instance.

Please refer to Terms of Warranty for more details.

10. Product Descriptions

The company attempts to be as accurate as possible. However, the company does not warrant that product descriptions or other content of this site is accurate, complete, current, or error-free. If a product offered by the company is not as described, your sole remedy is to return it in unused condition for full refund.

11. Children

The company does not sell products to persons under the age of 18, although if we do sell children's products for purchase by adults. If you are under 18, you may use PW Motorsport only with the involvement of a parent or guardian.

12. Electronic communications

When you visit the company or send e-mails to us, you are communicating with us electronically. We communicate with you by e-mail or alternatively by phone. For contractual purposes, you consent to receive communications from us electronically and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. This condition does not affect your statutory rights. We do not pass your personal data to any of the third parties companies.

13. Losses and Limitation of Liability

The Company's liability in contract or otherwise arising out of the subject matter of the Contract shall not exceed the total value of the goods delivered under the terms and PW Motorsport shall, under no circumstances, be liable to the buyer for any consequential, indirect or economic loss or damages.

14. Alteration of Service or Amendments to the Conditions

We reserve the right to make changes to our website, policies, and these Terms and Conditions of Sales at any time. You will be subject to the policies of Terms of Use and Terms of Conditions of Sales in force at the time that you use the website or when you order goods from us, unless any change to those policies or these conditions is required to be made by law or government authority (in which case it will apply to orders previously placed by you). If any of these conditions are deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

15. Events beyond our reasonable control (Force Majeure)

We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your statutory rights.

If either party is subject to an event of Force Majeure, that is circumstances outside of reasonable control (including, but not limited to war, fire, industrial disputes or civil commotion) the other party must be notified and the first party's obligations under these Terms shall be suspended until the other party is notified that such an event has ended.

16. Waiver

If you breach these conditions and we take no action, we will still be entitled to use our rights in any other situation where you breach these conditions.

17. Governing law and jurisdiction

If any part of these Terms and Conditions is found to be void or unenforceable by any Court of competent jurisdiction, such part shall be severed from these Terms and Conditions. They will otherwise remain in full force and effect.

These Terms and Conditions shall be governed by and interpreted according to UK Law and the parties submit to the exclusive jurisdiction of the UK Courts.

18. Our details

PW Motorsport

(KMK Autotechnik LTD)

The Garage

Clunderwen

SA667NE

United Kingdom

Privacy Policy:

Data Collection

We collect information on our website users in the following ways:

- When a user registers for the website: The user account registration is optional. The data is stored on our server in Poland.
- When a user places an order in PW Motorsport Online Store: We collect customer's Physical Contact Address and e-mail Contact Address for the sole purpose of processing the order and delivering the goods ordered. We use – **PayPal** – collect your payment information on their website. We do NOT have access to your credit card number or security code. A PW Motorsport account is automatically registered for you when you shop in our Online Store(if you choose option with registration)
- When a user subscribes to our Online Store Newsletter: Customers may opt-in and opt-out of our Online Store newsletter service. Our newsletter subscription service application may collect customer's demographic data in order to provide suitable content to subscribers. Customers may opt-out of the newsletter at anytime. Instructions on how to opt-out come with every newsletter sent.

How do we protect your information?

We implement a variety of security measures to maintain the safety of your personal information when you place an order or enter, submit, or access your personal information.

We offer the use of a secure server. All supplied personal information is transmitted via Secure Socket Layer (SSL) technology. Our credit card processor – PayPal – also encrypts your payment details.

Cookies

Cookies are a technology which can be used to provide you with tailored information from a website. A cookie is an element of data that a website can send to your browser, which may then store it on your system. You can set your browser to notify you when you receive a cookie, giving you the chance to decide whether to accept it or not.

We use cookies to help you remain logged into your account and to help us remember and process the items in your shopping cart, understand and save your preferences for future visits so that we can offer better site experiences and tools in the future.

Do we disclose any information to outside parties.

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information.

Opt-In/Opt-Out

Registering as a user and opening a user account is optional. To close an account, please contact us via email. Your account will be removed from our server immediately.

If visitors or customers have any issues regarding the privacy practice of our website, please email info@pwmotorsport.com and we will respond within 10 working days.

Your Obligations

As a User, you have certain obligations to other Users. Some of these obligations are imposed by applicable law and regulations, and others have become commonplace in user-friendly communities of like-minded members such as PW Motorsport.

- You must not download/upload or otherwise disseminate any information that may be deemed to be injurious, violent, offensive, racist or xenophobic, or which may otherwise violate the purpose and spirit of PW Motorsport.
- You must not provide to PW Motorsport and/or other Users information that you believe might be injurious or detrimental to your person or to your professional or social status.
- You must keep your username and password confidential and not share it with others.

Any violation of these guidelines may lead to the restriction, suspension or termination of your account at the sole discretion of PW Motorsport

Your Consent

By using our site, you consent to our Privacy Policy.

Contacting Us

If there are any questions regarding this privacy policy you may contact us via email info@pwmotorsport.com.