

## Engine Carbon Clean powered by H2gogo® Terms of Business

Innovative carbon clean solution reduces emissions, improves performance and enhances driveability – in just 30 minutes...

<ul style="list-style-type: none"> <li>• Effects are immediate</li> <li>• Revitalises entire inlet system, cylinder head and exhaust manifold</li> <li>• Smoother, more powerful delivery of performance</li> </ul>	<ul style="list-style-type: none"> <li>• Lower emissions and quieter engine</li> <li>• No chemicals used</li> <li>• Approx. 30 mins for each clean</li> </ul>	<ul style="list-style-type: none"> <li>• Less maintenance required</li> <li>• CE marked product with full insurance</li> <li>• Puts the fun back into driving!</li> </ul>
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### Terms of Business for vehicle engine carbon clean services - our contract with you

I have read and understood h2gogo Industries Limited’s Terms of Business as expressed in this contract and agree to my vehicle, registration number below to have its engine cleaned using the engine carbon clean service.	
Customer Name	Vehicle Registration Number
Customer Address	Vehicle Mileage
	Appointment Date
Customer Telephone	Customer Email
Signed by Vehicle Owner (or representative)	Date

1. When using the engine carbon clean service, you are dealing with h2gogo Industries Limited. In these terms references to “we” or “our” means h2gogo Industries Limited. By asking H2gogo Industries Limited to carry out an engine carbon clean on your vehicle you agree that our work shall be governed by the following terms and conditions. Our contract with you is formed at the time of you making your appointment with us. Most but not all of the terms set out below are reproduced on the sales document that you (or your representative) will be asked to sign when we attend your vehicle.

2. In the course of the engine carbon clean process, a controlled volume of hydrogen is introduced into the engine through your vehicles air intake, your vehicle may suffer an engine fault through no fault of our technician or engine carbon clean service. You acknowledge that risk. If that happens, we will ask if you would like us to restart your vehicles engine. If your vehicle will not restart you will be liable for any costs incurred in having the vehicle recovered and repaired subject to clause 7 & 9 below.

3. Please be aware that having your engine cleaned using the engine carbon clean process, may result in your vehicles manufacturer’s warrantee being invalidated. You acknowledge that risk. If you have any questions regarding your manufacturer’s warrantee please contact your manufacturer. H2gogo Industries Limited holds certificates of no harm from a number motor manufacturers for information please call 01494 817174 or write to Customer Services c/o H2gogo Industries Limited at the address shown at the bottom of this page or email us using the following link [info@h2gogo.com](mailto:info@h2gogo.com)

4. Payments up front and in part. You agree to be responsible for the full cost of our engine carbon clean work on your vehicle. In

making arrangements to deliver our service to you, we incur business costs. You agree that we can immediately charge (i) for or in respect of these arrangements or costs and/or (ii) an up front part payment in respect of our service.

5. If the vehicle owner is registered for VAT, the vehicle owner agrees to pay VAT on our service. When you booked your appointment, you may have paid VAT calculated on the cost of the service we usually use for a vehicle like yours. If our work on your vehicle requires us to spend more time on your vehicle that we did not expect to use for the job, the price we charge and the VAT due from you may change. In that case, you agree to pay all additional costs and VAT due to us and we agree to refund our costs and VAT to the extent the amount you should have paid reduces.

6. The improvement to emissions and/or additional engine power and/or fuel economy and/or future engine component reliability that you can expect to enjoy once your vehicle has been cleaned using the engine carbon clean service depends upon each individual engine, the fuel and lubricants used and the style of driving that the engine has experienced prior to the engine carbon clean taking place, therefore h2gogo Industries Limited can make no guarantee with regards to these benefits.

7. A diagrammatic record of visible damage existing on your vehicle will be made by our technician before starting work on your vehicle. We exclude all liability for repair of damage, whether visible or not, existing before we began to work on your vehicle.

8. We will perform our service to the best of our ability at a time and location to be agreed between us. We reserve the right to change our appointment time with you for any reason. We will notify you in advance of any change to the agreed appointment

time. If you have a complaint about our service, please call 01494 817174 or write to Customer Services c/o H2gogo Industries Limited at the address shown in clause 16 (a) or email us using the following link [info@h2gogo.com](mailto:info@h2gogo.com). If we damage your vehicle, we can arrange its repair at no cost to you. If without our prior written approval you organise a repair yourself, we do not guarantee to pay the costs you incur.

9. Key limitations to our work:

10. You acknowledge that the cost to us of cleaning your vehicle's engine in the event that we damage it is likely to exceed the amount we are paid for our service. You agree that our total liability to you both for any service failure or vehicle damage is limited to: (A) the total cost of repairing any damage we cause to your vehicle; plus (B) for any period where your own car will be unavailable to you, at our choice, the cost to us of providing you with, or paying for, alternative means of transport or a replacement vehicle of our choice (acting reasonably). Except as stated above, you agree that unless we have written to you to confirm otherwise before we begin work, you and H2gogo Industries Limited do not intend that H2gogo Industries Limited reimburse or compensate you for loss of income, loss of use of your vehicle, costs or expenses incurred from loss of use of your vehicle, loss of business or profits or pure economic loss or indirect or consequential loss suffered by you as a result of our work. Nothing shall limit our liability for fraud or death or personal injury caused by our negligence. Your statutory rights are not affected.

11. Where payment for our work on your vehicle will be made using a trade or company account, our trade/company terms will apply to our work in priority to the terms written above.

12. You agree that our privacy policy and policy on cookies as it or they appear from time to time on our website shall govern the handling of your personal information that we receive from you. If you wish to limit our right to use your personal information, please write to Data Protection c/o H2gogo Industries Limited at the address shown below.

13. At H2gogo Industries Limited, we are committed to reducing fraud made using credit cards. We reserve our right not to accept payment from you by debit or credit card where we suspect that by doing so a fraud may be perpetrated against us or the registered card holder.

14. Our terms of business and any dispute or claim arising out of or in connection with them or their subject matter (including non-contractual disputes or claims of any kind arising directly or indirectly) shall be governed by and construed in accordance with the laws of England and Wales.

15. The courts of England will have exclusive jurisdiction over any claim arising from, or related to, our goods and services although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

Consumer rights information

16. Any booking that you make with us by phone or online will be subject to The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (SI 2013/3134) (as amended from time-to-time). We are pleased to provide you with the following information in accordance with those regulations:

a. Engine Carbon Clean is the trading name of H2gogo Industries Limited, company number 07942887 whose registered office and head office location is at The Heights 59-65 Lowlands Road, Harrow, Middlesex HA1 3AW. Telephone number 01494 817174.

You can contact us using the following link:

[customer.services@h2gogo.com](mailto:customer.services@h2gogo.com)

b. H2gogo Industries Limited supplies vehicle engine carbon clean and replacement services and products.

c. When we accept your booking we will provide you with a quote for our work including VAT, in doing so we make assumptions as to the extent of cleaning your engine will require. If those assumptions prove to be incorrect, our costs of service and therefore our price will change to take account of our additional work. For example, we may have to extend the time of the engine carbon clean service. We reserve our right to adjust our price and, where applicable, the amount of VAT we charge you according to the goods and services we supply to you in the course of providing our service to you.

d. We make no additional charge for delivery of the equipment that we will use in the course of providing our service. We accept payment over the telephone using most major debit or credit cards other than Diner's Club and American Express. We do not accept personal cheques. We accept payments made through PayPal and in cash.

e. We will provide our service to you by appointment at a location agreed between us.

f. Our contract with you is for the supply of vehicle engine carbon clean services. Normally, under the Regulations, if you are a consumer, you will have a right to cancel our contract for 14 working days counting from the day after our contract with you was formed. When we are given the keys to your vehicle, we shall understand that to be your express consent to begin our work on your vehicle. Usually, that means we will have begun our work before the end of the usual cancellation period. Your cancellation rights under the Regulations will end when that work starts. You may cancel your appointment and receive a full refund of any monies that you have paid to us at any time before we commence work on your vehicle. To cancel our service, please call us, contact us via our website or tell our technician before he starts work on your vehicle. We do not require you to complete any special form to cancel your appointment. We recommend that the easiest way to cancel your appointment is to call us on 01494 817174.

Please note that you may not cancel your appointment after we have commenced our work on your vehicle and we reserve all rights to recover payment for our service in circumstances where you attempt to cancel your appointment or require us to cease work on your vehicle after our work has commenced.

g. The validity of any price we offer you for our services is limited to the duration of the call during which the offer was made. Accordingly, we may refuse to honour a price offered to you where you do not agree to purchase the relevant service during the continuation of the call in which the offer was first communicated to you.

h. Where we have taken any payment from you in the course of you making an appointment with us, we shall hold that payment to your order until the moment we begin our work on your vehicle. With effect from commencement of our work on your vehicle, we reserve our right to retain for our account any payment you have made to us.

i. The only language offered by us for any contract is English.

Date of issue: 1<sup>st</sup> April 2015