

TERMS AND CONDITIONS

1. ACCEPTANCE OF TERMS AND CONDITIONS AND AMENDMENTS Each time you use or cause access to www.newdawnconversions.co.uk (website), you agree to be bound by these Terms and Conditions, as amended from time to time with or without notice to you. In addition, if you are using a particular service on or through this website, you will be subject to any rules or guidelines applicable to those services and they shall be incorporated by reference into these Terms and Conditions. Please see our Privacy Policy, which is incorporated into these Terms and Conditions by reference.

2. OUR SERVICE Our website and services provided to you on and through our website on an "as is" basis. You agree that the owners of this website exclusively reserve the right and may, at any time and without notice and any liability to you, modify or discontinue this website and its services or delete the data you provide, whether temporarily or permanently. We shall have no responsibility or liability for the timeliness, deletion, failure to store, inaccuracy or improper delivery of any data or information. We may also place an extension on any timescales we may have given in which work is to be completed on your vehicle or goods at any time, without warning - although every effort will be made to warn you prior to this eventuality.

3. YOUR RESPONSIBILITIES AND REGISTRATION OBLIGATIONS In order to use this service, you must agree to provide truthful information when requested. When registering and / or using any of our services including but not limited to our Web-Store, you explicitly agree to our Terms and Conditions, which may be modified by us from time to time and available here.

4. PRIVACY POLICY Registration data and other personally identifiable information that we may collect is subject to the terms of our Privacy Policy.

5. REGISTRATION AND PASSWORD You are responsible to maintain the confidentiality of your password and shall be responsible for all uses via your registration and/or login, whether authorized or unauthorized by you. You agree to immediately notify us of any unauthorized use or your registration, user account or password.

6. YOUR CONDUCT You agree that our website may expose you to content that may be objectionable or offensive. We shall not be responsible to you in any way for the content that appears on this website nor for any error or omission. You explicitly agree, in using this website or any service provided, that you shall not:

- (a) Provide any content or perform any conduct that may be unlawful, illegal, threatening, harmful, abusive, harassing, stalking, tortious, defamatory, libellous, vulgar, obscene, offensive, objectionable, pornographic, designed to or does interfere or interrupt this website or any service provided, infected with a virus or other destructive or deleterious programming routine, give rise to civil or criminal liability, or which may violate an applicable local, national or international law;
- (b) Impersonate or misrepresent your association with any person or entity, or forge or otherwise seek to conceal or misrepresent the origin of any content provided by you;
- (c) Collect or harvest any data about other users;
- (d) Provide or use this website and any content in a manner that would involve junk mail, spam, chain letters, pyramid schemes, or any other form of unauthorized advertising without our prior written consent;
- (e) Provide any content that may give rise to our civil or criminal liability or which may constitute or be considered a violation of any local, national or international law, including but not limited to laws relating to copyright, trademark, patent, or trade secrets;
- (f) Infringe on any copyrights or intellectual property rights;
- (g) Contact other members to request they purchase any items of similar nature to that of those provided, designed and manufactured by New Dawn Conversions. This includes any products both holding, and not currently holding a valid patent.
- (h) Try to hack into www.newdawnconversions.co.uk's database and software providers under any circumstances.
- (i) Log in, or attempt to log in, to an account which is not maintained by yourself.

7. THIRD PARTY SERVICES Goods and services of third parties may be advertised and/or made available on or through this website. Representations made regarding products and services provided by third parties are governed by the policies and representations made by these third parties. We shall not be liable for or responsible in any manner for any of your dealings or interaction with third parties.

8. INDEMNIFICATION You agree to indemnify and hold us harmless, our subsidiaries, affiliates, related

parties, officers, directors, employees, agents, independent contractors, advertisers, partners, and co-branders from any claim or demand, including reasonable legal fees, that may be made by any third party, that is due to or arising out of your conduct or connection with this website or service, your violation of these Terms and Conditions or any other violation of the rights of another person or party.

9. DISCLAIMER OF WARRANTIES You understand and agree that your use of this website and any services or content provided (The "Service") is made available and provided to you at your own risk. It is provided to you "as is" and we expressly disclaim all warranties of any kind, implied or expressed, including but not limited to the warranties of merchantability, fitness for a particular purpose, and noninfringement. We make no warranty that any part of the service will be uninterrupted, error-free, virus-free, timely, secure, accurate, reliable, of any quality, nor that any content is safe in any manner for download. You understand and agree that neither us nor any participant in the Service provides professional advice of any kind and that use of such advice or any other information is solely at your own risk and without our liability of any kind. Some jurisdictions may not allow disclaimers of implied warranties and the above disclaimer may not apply to you only as it relates to implied warranties.

10. LIMITATION OF LIABILITY You expressly understand and agree that we shall not be liable for any direct, indirect, special, incidental, consequential or exemplary damages, including but not limited to: damages for loss of profits, goodwill, use, data or other intangible loss (even if we have been advised of the possibility of such damages), resulting from or arising out of; (I) The use of or the inability to use the Service; (II) The cost to obtain substitute goods and/or services resulting from any transaction entered into on or through this Service; (III) Unauthorised access to or alteration of your data transmissions; (IV) Statements of conduct of any third party on the Service, or; (V) Any other matter relating to the Service. In some jurisdictions, it is not permitted to limit liability and therefore such limitations may not apply to you.

11. RESERVATION OF RIGHTS We reserve all of our rights, including but not limited to any and all copyrights, trademarks, patents, trade secrets, and any other proprietary right that we may have in our website, its content, and the goods and services that may be provided. The use of our rights and property requires our prior written consent. We are not providing you with any implied or express licenses or rights by making services available to you and you will have no rights to make any commercial uses of our website or service without our prior written consent.

12. NOTIFICATION OF COPYRIGHT INFRINGEMENT If you believe that your property has been used in any way that would be considered copyright infringement or a violation of your intellectual property rights, you may contact us by clicking on the 'Contact Us' tab. The copyright holder must provide us with all of the following information: (a) A signature of a person authorized to act on behalf of the owner of the copyright that is allegedly infringed. (b) Identification of the material that is claimed to be infringing or is the subject of infringing activity and that should be removed or access to which should be disabled, with information to allow us to locate the material. (c) Contact information for the person giving the notification, such as an address and telephone, and, if available, an email address at which such person may be contacted. (d) A statement that the person giving the notification has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law. (e) A statement that the information in the notification is accurate and, under penalty of perjury, that the person providing the notification is authorized to act on behalf of the owner of the copyright that is allegedly infringed.

13. APPLICABLE LAW You agree that these Terms and Conditions and any dispute arising out of your use or misuse of this website or our products or services shall be governed by and construed in accordance with local laws where the headquarters of the owner of this website is located, without regard to its conflict of law provisions. By registering or using this website and service you consent and submit to the exclusive jurisdiction and venue of the county or city where the headquarters of the owner of this website is located.

14. MISCELLANEOUS INFORMATION (I) In the event that these Terms and Conditions conflicts with any

law under which any provision may be held invalid by a court with jurisdiction over the parties, such provision will be interpreted to reflect the original intentions of the parties in accordance with applicable law, and the remainder of these Terms and Conditions will remain valid and intact; (II) The failure of either party to assert any right under these Terms and Conditions shall not be considered a waiver of any that party's right and that right will remain in full force and effect; (III) You agree that without regard to any statute or contrary law that any claim or cause arising out of this website or its services must be filed within one (1) year after such claim or cause arose or the claim shall be forever barred; (IV) We may assign our rights and obligations under these Terms and Conditions and we shall be relieved of any further obligation. 15. CONSENT By continuing to browse or otherwise accessing the website, you signal acceptance of the terms and disclaimer set out above. If you do not accept any of these terms, leave this website now. By logging into the Members Area or using any section of www.newdawnconversions.co.uk, you signal that you accept these Terms and Conditions in full. 16. CONTENT AND MATERIALS New Dawn Conversions may use your feedback to show potential customers examples of what customers think of our services and products. If, at any point, New Dawn Conversions decide to allow advertising to take place in any section of the website, they reserve the right to display adverts relating to, but not limited to, similar products or services. 17. INTERPRETATION Where permissible by law, New Dawn Conversions is the user of these Terms and Conditions. 18. USAGE DATA In the course of navigating through our website, your keystrokes and page views may be recorded and stored as user data. This information resides on our servers and is never passed on to a third party, unless otherwise stated in our Privacy Policy. This information is usually held purely to provide statistical analysis and trace errors, in an effort to benefit our clients. 19. REFUND POLICY Refunds can be appealed for through the Support email on the 'Contact Us' section of our website. New Dawn Conversions reserves the right to consider these refunds on an individual basis, and as a result may deny any refund requests made. 20. INACTIVITY New Dawn Conversions reserves the right to terminate without notice inactive accounts. For the purposes of this operation, inactive means that we receive complaints about the account or an extreme delay of time between the last log in up to date. 21. REQUIREMENTS The website is accessible on most internet browser platforms, but will work best on those such as, but not limited to, Chrome, Safari, and Internet Explorer 9. 22. UPDATES From time to time, New Dawn Conversion's servers must be disabled for updates - i.e. important security updates or software upgrades. Where possible, notice will be given of this down-time. An example of an update which will receive no notice is a critical security update which closes a loophole detrimental to our customer's security or experience. 23. SUPPORT & CONTACT DETAILS All support is handled online via the forms and other contact methods, as advertised on the website, or by emailing support@newdawnconversions.co.uk directly. The New Dawn Conversions registered trading address is Unit 6, Horton Place, Darlaston, West Midlands, WS10 8HG, United Kingdom. For enquiries please call +44(0)7850870145. 24. DEPOSITS All Deposits taken are non-refundable. In the event of cancellation you (the customer) agrees to forfeit any deposit paid. WARRANTY New Dawn Conversions warranty any conversion work undertaken for 6 months, unless otherwise stated.

NOTICE: New Dawn Conversions reserves the right to terminate accounts without prior notice as well as the right to alter any products pricing / delivery charges, and also the right to remove any specific product from the Web-Store, without having to replace it. Complaints against our site should be directed to our support department which can be reached by emailing support@newdawnconversions.co.uk. New Dawn Conversions will openly work with law enforcement agencies to help with any investigations. Furthermore, visitors are referred to PayPal's Acceptable Use Policy. We will maintain a strong reliance on our customers to pay for their

purchases through the PayPal service, rather than expecting them to enter any card details into the website 'newdawnconversions.co.uk'.