
Dragon Automotives Ltd – Warranty Terms and Conditions

These Warranty Terms and Conditions (“the Warranty”) are issued by **Dragon Automotives Ltd** (Company No. **03943218**) (“the Company”) and apply to all works of repair, service, and associated mechanical labour undertaken by the Company.

By instructing the Company to undertake work on a vehicle, and/or by permitting the commencement of any such work, the Customer (“the Customer”) is deemed to have read, understood, and **agreed to be bound by these terms in full from the moment the first work is carried out on the vehicle**, whether or not a separate signature, written agreement, or acknowledgment has been obtained.

1. Warranty Period

1.1 Subject to the provisions herein, the Company warrants that mechanical repairs carried out directly by the Company shall be free from defects in workmanship for a period of **twelve (12) months or twelve thousand (12,000) miles**, whichever shall occur first, from the date of completion of the relevant works (“the Warranty Period”), unless expressly varied in writing by the Company.

1.2 Parts supplied by the Company on a **supply-only basis** (i.e. not installed by the Company) shall be warranted strictly in accordance with the manufacturer’s terms and conditions and for a maximum of six (6) months on a parts-only basis. For the avoidance of doubt, the Company shall not be liable for any labour, installation, fitting, consequential, or incidental costs relating to such parts.

1.3 **Any new parts supplied out by the Company** (supplied only) shall be covered by a **twelve (12) month / twelve thousand (12,000) mile warranty**, whichever shall occur first, subject always to proof of mileage and service validation being provided by the Customer.

2. Conditions Precedent to Warranty Validity

2.1 The Customer shall ensure that a **mandatory oil and filter service is carried out at one thousand (1,000) miles** post-repair. This service may be performed either by the Company or by a **reputable independent workshop**, provided that documentary evidence (such as a VAT-registered invoice) is retained. Failure to complete this requirement shall automatically invalidate this Warranty in its entirety.

2.2 The Customer shall ensure that the vehicle is operated, serviced, and maintained strictly in accordance with:

(a) the manufacturer’s recommended maintenance schedule; and

(b) any supplementary advice, instruction, or requirement communicated by the Company at the time of, or subsequent to, repair.

2.3 The Customer shall produce documentary evidence (invoices, receipts, or service logs) demonstrating compliance with the above upon request. The burden of proof shall rest entirely with the Customer.

3. Exclusions from Warranty

The Warranty shall be deemed void and of no effect in any of the following circumstances, which are hereby expressly excluded:

3.1 Where the Customer supplies their own parts for installation. For the avoidance of doubt, the Company does not fit or warrant customer-supplied parts.

3.2 Where the vehicle has been subject to any further mechanical repair, dismantling, modification, or adjustment **without the prior written authority of the Company**, whether carried out by the Customer or any third party.

3.3 Where any damage, failure, or defect arises due to neglect, abuse, misuse, overloading, competitive use, accident damage, lack of proper maintenance, failure to replenish fluids, or continued operation of the vehicle after a defect becomes apparent.

3.4 Where the failure relates to consumable or wear-and-tear items, including but not limited to brake pads, discs, tyres, wiper blades, clutches, exhausts, filters, suspension bushes, belts, and similar components.

3.5 Where the vehicle has been electronically tuned, remapped, or otherwise subjected to electrical or programmable enhancements which, in the reasonable opinion of the Company, may have contributed to or caused the defect.

3.6 Where the vehicle has been operated outside its design parameters, including but not limited to: racing, competition, towing beyond manufacturer limits, or use on unsuitable terrain.

3.7 Failure to Report Faults: Where a defect, fault, or irregularity arises in the vehicle following works undertaken by the Company, the Customer shall notify the Company in writing or by telephone **within forty-eight (48) hours of such defect first becoming apparent**. Any continued operation, driving, or use of the vehicle after the defect has become apparent shall be deemed:

(a) **an acceptance of risk** by the Customer in respect of all further damage, deterioration, or consequential loss; and

(b) an act which shall automatically and irrevocably **terminate the Warranty in full**.

3.8 Where damage or failure is attributable to external events or influences, including but not limited to fire, flood, accident, theft, vandalism, contamination of fluids, or third-party interventions (including roadside recovery agents or other repair organisations).

4. Limitation of Liability

4.1 The liability of the Company under this Warranty shall be strictly limited to the rectification, at its sole option, of the specific defect in workmanship or replacement of the specific part originally supplied and fitted by the Company which is proven to the Company's reasonable satisfaction to be defective.

4.2 Without prejudice to the generality of the foregoing, the Company expressly excludes liability for:

- (a) any indirect, incidental, or consequential loss or damage, including but not limited to loss of use, loss of business, loss of earnings, loss of profit, inconvenience, vehicle recovery, hire car costs, storage charges, or transport costs;
- (b) ancillary or collateral damage arising from or connected with the original defect;
- (c) engine, gearbox, drivetrain, or ancillary component failure where the cause cannot be shown, to the reasonable satisfaction of the Company, to be directly attributable to defective workmanship or parts supplied exclusively by the Company.

4.3 The Company's aggregate liability under this Warranty shall not in any event exceed the invoiced value of the original repair.

5. Non-Transferability

This Warranty is granted exclusively to the original Customer named on the Company's invoice. It is **personal to that Customer** and shall not be assigned, transferred, or novated to any subsequent owner, keeper, or third party.

6. Claims Procedure

6.1 All claims under this Warranty must be made in writing and the vehicle must be delivered, at the Customer's sole cost and risk, to the Company's premises for inspection.

6.2 The Customer must produce the original invoice and full service history on demand.

6.3 No remedial works shall be undertaken by any third party under this Warranty unless the Company has provided prior written authority. Any such unauthorised works shall render the Warranty void ab initio.

7. Defamation and Reputation

7.1 The Customer acknowledges that any **false, misleading, or defamatory statements** made or published (including online, on social media, or by review platforms) concerning the

Company, its directors, employees, or services, may cause significant reputational and financial harm to the Company.

7.2 The Customer hereby agrees that in the event such statements are made, the Company reserves the right to pursue civil proceedings for damages and injunctive relief. The Customer shall be liable for all losses, damages, legal fees, and associated costs incurred by the Company in connection with such proceedings.

8. Statutory Rights

Nothing in this Warranty shall exclude or restrict any rights or remedies to which the Customer may be entitled under the **Consumer Rights Act 2015** or any other applicable consumer protection legislation. To the fullest extent permitted by law, all other warranties, conditions, and terms implied by statute or common law are hereby excluded.

9. Governing Law and Jurisdiction

This Warranty and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of **England and Wales**, and the parties hereby irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.
