

TERMS & CONDITIONS PDP REMAPPING

This Terms & Conditions of business is issued by PDP, forming a contract between the ("Client") and Prodrive Performance Ltd (hereby referred to as PDP) ("Contractor/Supplier"), creating with effect from today (the "Agreement"). Any term not otherwise defined herein shall have the meaning specified in this Agreement.

In the event of any conflict or inconsistency between the terms of this contract and verbal discussion with the client, this agreement shall govern and take precedence. By purchasing any service/product from PDP, you are automatically agreeing to these terms and conditions. None of the terms and conditions of contract deride or conflict with UK

Consumer Rights Legislation:

The Consumer Rights Act 2015

The Consumer Rights Act 2015 became law on 01 October 2015, replacing three major pieces of consumer legislation – the Sale of Goods Act, Unfair Terms in Consumer Contracts Regulations, and the Supply of Goods and Services Act. It was introduced to simplify, strengthen and modernise the law, giving clients clearer shopping rights.

Further information on this can be obtained on the Government website:

<https://www.gov.uk/consumer-protection-rights>

Scope of Work:

PDP shall provide the Services and Deliverable(s) requested by the client from the following options; all of which are bound by our 'Customer Care & Commitment' to service quality. We confirm our commitment to ensure all clients are happy with the customer service we provide to them and our specialist technical services for their vehicles. These terms and conditions provide mutual protection for PDP and its clients.

Use of photos for advertising and social media:

Please note we may take photos or videos of vehicles before, during and after service for use in advertising and on social media. Should the client NOT wish for their vehicle to be used for these purposes please make the engineer aware, otherwise consent will be assumed. The number plate of the vehicle will be obscured for privacy. PDP will not be responsible for any issues caused by sharing photographs or videos online.

Remap Service:

The remap settings that we install and processes are consistent; on completion of our service on the clients vehicle, it will continue to perform at the capacity that it did on arrival or show improvements due to our work. We are confident the services provided, based on the remap settings most suitable for the clients vehicle, should produce noticeable benefits. Following our work, if an issue arises with the vehicle it will most likely be due to mechanical fault that may be preexisting, and highly unlikely to be a fault with the remap itself. Once any mechanical fault is fixed, the vehicle should revert to its optimum performance.

For any questions or support please contact us on 07893938000 or for out of hours enquiries, please email us at info@prodriveperformance.co.uk

Remaps/Responsibility for our tuning:

1. PDP is an installer of remaps making use of external 'remap writers'. If the client believes that their vehicle has developed a fault as a result of the remap please contact PDP straight away, this includes but not limited to: any running/performance issues, smoking, or warning lights.
2. PDP do not hold any liability for previous remaps on the vehicle. We should be made aware of any and ALL modifications before the service is performed. PDP reserves the right to refuse service to any vehicle if it is believed that there are undeclared modifications.
3. Most remap faults can be fixed by means of a remap 'tweak'. We give a lifetime warranty on the remap software covering any required tweaks, map related performance issues, map related engine management lights or any other issue that is directly linked to a software fault in the remap. We will diagnose and confirm this ourselves; we may charge the client to perform the diagnostic checks on the vehicle if it is suspected to be outside of the remap guarantee. This is to ensure that the issue is pertaining to the map itself and not a mechanical/vehicle fault. Most remap tweaks are free of charge however PDP may charge for this at our discretion should it be a subsequent request additional to the originally agreed parameters.
4. We & the remap writers do not warrant any hardware. This includes but not limited to: the engine itself and the parts such as turbos, injectors, clutches, gearboxes, DPF, boost leaks (boost pipes) etc. Mechanical parts have a serviceable lifetime and PDP do not accept any liability for these due to the nature of the work carried out. General faults and damage caused to the vehicle as a result of poor maintenance, weak/faulty parts are not covered by this indemnity. It is assumed that the vehicle is in good working order, PDP are at liberty to refuse to conduct any work on any vehicle if there is any suspicion that it may not be in good working order.
5. All remaps/tuning are a software based modification only. **Stage 1, Eco, and fault correction** are covered under the remap guarantee as fall within the manufacturers tolerances for the vehicle's parts and therefore deemed to be safe. However **Stage 1+, Stage 2, Stage 3, Pops & Bangs, and Flame** remaps are considered to be beyond the recommended tolerances of the engine; as such, neither PDP nor the map writers will accept any liability for remaps beyond those considered to be within manufacturers tolerances and will only be installed at customer request and upon signing a waiver.
6. In the rare occurrence of a problem with the remap, the client must make PDP aware immediately. We may need to revisit the vehicle to make any corrections. In extremely unlikely circumstances that we are not able to rectify any faults present following the remap, we may request that the client visits one of our recommended garages for further investigative work as it is likely to be a mechanical or preexisting fault. Should it be found that the vehicle has problems that are not caused by the remapping process, any additional

fees for work agreed to by the client and carried out by the garage will not be covered by ourselves.

We always offer to accompany our clients in their vehicle for a test drive prior to, and following our services. This allows the client to assess the performance of the remap. If the client wants minor adjustments following this, we will do these free of charge either on the day, or within an agreed time frame to suit availability of the client and/or PDP.

1. As part of the test drive we aim to ensure that the car has responded well to the software service and ensure that the new settings are performing as expected.
2. In the rare incidence that the map is not performing as expected and tweaks have not rectified the problem, the vehicle will be mapped back to standard and a full refund given. This must be flagged on the test drive following the remap and will be completely free of charge.
3. Should there be a vehicle issue arising after, but not linked to the remap, no refunds will be given. We are able to offer a service whereby the vehicle is temporarily set back to standard in order for the faults to be rectified and then re-install the remap. This is an additional service offered by PDP. We may charge a small fee for this to cover costs.
4. If remapping is being used as a diagnostic option, a standard map will be installed on the vehicle which may bring up a number of faults. This is the intention of this diagnostic service as it will recover any previously deleted or hidden faults aiding in diagnosis of problems. In the event that there are no faults discovered the service charges still apply.
5. Should the client use a diagnostic or fault correction remap to rectify a problem (for example Exhaust Gas Recirculation valve deletion) but it is unsuccessful there will still be a charge for this. As PDP are software based engineers and not mechanics, we are unable to diagnose these faults on the client's behalf. Fault correction maps should be used following a diagnosis from a trusted garage/mechanic.

Money-back guarantee (14 days)

For clients who believe that the benefits provided by a PDP service are not as expected, we offer a 14 day money-back guarantee. This is subject to valid reasoning and based against the intentions and purpose of the remap. PDP aims to ensure all customers are satisfied with the service provided. Any immediate issues should be flagged on the post-install test-drive, but in the unlikely event that the client is unsatisfied following this, we are happy to discuss any changes/improvements or a full refund if no resolution can be given.

If a refund is requested, the map will be uninstalled and the car will revert to its original map.

1. This guarantee becomes void in cases of a faulty vehicle.
2. All refunds are subject to a £60 un-install fee.
3. Eco maps are exempt from this guarantee *Please See "Eco-Maps" below
4. Any refund request after the 14 day period will not be honoured.

5. PDP will not provide refunds if it is found that the map installed by PDP has been altered or tampered with in any way by a third party.
6. PDP will not provide a money back guarantee on Eco-Maps.
7. PDP will not provide a money back guarantee due to reduced fuel economy of the vehicle (particularly in the case of performance increase).
8. Opting to take this option does not affect your consumer rights.

Eco-Maps:

Due to the nature of an eco-map, it can not be guaranteed. This is not due to the map itself, but driver behaviour. The eco map is specifically for diesel vehicles; it rearranges the power bands of the vehicle which encourages the driver to drive, change gear, accelerate in a more economical fashion. The vehicle may feel slower in certain rev ranges but this is by design. An eco-map may offer significant (up to 20%) increase in fuel economy for diesel vehicles which will generally be realised by those who do not already drive in a fuel economy conscious manner. As this map is dependant on the driver habits, PDP are unable to guarantee results for an individual.

DPF (Diesel Particulate Filter):

At the time of writing, it is a legal requirement to have a DPF fitted to your vehicle if used on road and subject to MOT. This is a visual check of the filter cannister. Should you opt to have a DPF delete (or removal), it is assumed by PDP that your vehicle will NOT be used on the road. DPF removal may be suitable for farm vehicles, off-roaders, track cars, and any other non-roadgoing vehicle. PDP takes no responsibility for any client that opts for this service and continues to drive their vehicle on the road, nor will PDP take any responsibility for any future owners of the vehicle. Subsequently, should there be a vehicle with the DPF already removed and mapped out, PDP advises against additional performance maps due to potential issues that may arise; these will only be carried out where a waiver is in place and the client is happy to take on any risk.

PDP offer a DPF reinstate service for clients wishing to replace a DPF that may have previously been removed. This could be for a client is wishing to make a vehicle road legal again, or where the vehicle has failed MOT due to a prior DPF removal. PDP promote legal use of vehicles on the road and will endeavour to ensure clients are able to meet MOT regulations with this option.

AD-Blu Removal:

AD-Blu is an additive to reduce exhaust gas toxicity, this is fitted as standard to vehicles and should be maintained as per manufacturers instruction and as per legislation. In the case that there are problems with the AD-Blu system, PDP offer an AD-Blu removal service. This may be a temporary measure if the AD-Blu system fails or becomes problematic to the point that the vehicle can not be driven. PDP are also able to offer AD-Blu reinstates where the AD-Blu system has been deleted temporarily or in the past. PDP offers the same advice regarding AD-Blu removal as with DPF removal.

DISCLAIMER – Performance Warranty

By purchasing any PDP product and/or service, the client understands and agrees that they are aware that individual results may vary depending on vehicle make, model, service intention, and usage. The client also agrees that the original vehicle manufacturer makes its own determinations regarding the effects of Add-On products and/or service to its warranties, PDP shall in no way be held responsible nor liable for anything pertaining to or resulting from the original vehicle manufacturers warranty and/or terms of use.

PDP won't be held responsible for speeding tickets, you only have yourself to blame for that one sorry.

Client Responsibilities

'[THE CLIENT]' MUST:

1. Accept all power/torque gains from your ECU remap are approximate, as are the actual figures of your engine's quoted power and torque figures from your car manufacturer. The quoted power and torque may reduce over time. The only reliable way to test this is by use of a rolling road before and after the map. At this time, PDP are not able to offer this as a service.
2. Accept the fuel efficiency of your vehicle after a remap depends on a number of factors including but not limited to: outside temperature, driving style, tyre pressures, and regular and correct service maintenance of your vehicle.
3. Accept PDP are not liable for costs associated to fix either determined or pending faults found relating to your vehicle during its diagnostic check either before or after you have your vehicle remapped.
4. Accept that PDP need to be made aware of any previous modifications to the vehicle including but not limited to: air filters, uprated turbos, and previous maps.
5. Accept it is the client's responsibility to inform their insurance company of the chosen remap.