Terms and Conditions

January 2023

- Embotics UK Ltd cannot accept any responsibility for incorrect suit sizing from inaccurate provided measurements. It is the responsibility of the buyer to ensure they have provided correct measurements due to all goods being custom made.
- Whilst Embotics UK Limited will always endeavour to resolve any issues with custom wear, we reserve the right to recoup all remedial work charges upon the customer if measurements or design has been provided incorrectly. This can include postage, alteration fees and anything that can be charged to Embotics UK for resolution.
- Whilst most custom wear is delivered 4 to 6 weeks from our placement of order onto our factories in Pakistan, there will be times when timescales will slip due to sheer production workload.
- All custom wear requires 100% payment in advance, this is non-refundable as soon as the order is placed onto the factory concerned due to nature of bespoke custom creation.
- Customer accepts all responsibility of final design acceptance that will be emailed over for approval.
- Embotics UK limited is not responsible for any design errors that have been submitted to us by the customer unless specifically designed by ourselves and paid for.
- By placing an order with Embotics UK the customer accepts that Embotics have the right to publish pictures of any goods we create without gaining additional customer approval.
- Any ex gratis design is exempt from the above and is customer responsibility to accept and verify said design.
- Any custom goods are by nature unique, and may wear in varying manners due to the rigours of Motorsport, Embotics UK cannot accept any liability for failure of custom items, however will endeavour to make good at a reasonable cost and manner to the customer if at all possible.
- Any design completed by Embotics remains the property of Embotics UK Ltd and any reproduction without written approval from ourselves can incur legal redress in line with UK design and copyright laws.
- Due to the nature, complexity and material of varying safety and protective clothing we will always strive to attain as close a colour match as possible, however the customer accepts this is mostly impossible due to garment/materials being made and dyed differently in manufacturing.
- We reserve the right to substitute materials for an alternative due to force majeure, which can include but is not limited to:
  - Unavailability of said material and/or colour
  - Unsafe or inferior materials
  - Time constraints
- Validity of homologation
  - MSA regulations require the overalls for karting to be CIK homologated to one of the latest 2 standards (2001-1 or 2013-1, level 1 or 2). The regulations do not require the expiration date to be implemented for MSA racing.
- Invoices outstanding at 45 days will incur a 5% surcharge over original invoice value as late payment charge.
- Invoices outstanding at 60 days will incur a 10 % surcharge over original invoice value as late payment charge.

- Any engine that has been sold by Embotics:
  - By accepting Invoice and paying Embotics, the customer accepts that if they are to change Engine builders that Embotics have the right to buy said engine back at price paid if engine is in a serviceable condition.
  - Engine remain Embotics property until paid for in full.
  - Do not pay Embotics invoice for a new engine if any of these terms are not acceptable.
- Dyno Work
  - Any Dyno work undertaken is at customer's risk
  - Embotics UK Ltd will warranty any new parts fitted and failed whilst on Dyno
  - Embotics UK Ltd accept no responsibility for customer's own kit failing whilst on Dyno
- Embotics UK Limited reserves the right to commence legal action if invoices are not settled in full at 90 days from date of invoice.

Any query as to these terms and conditions should be referred to info@embotics.co.uk for clarification