



MOTOR METER APP

CONDITIONS



<https://motormeter.app>

We go to see in **GENERAL - "CONDITIONS"**



CONDITIONS AND TERMS OF THE MOTOR METER APPLICATION AND ITS COMPONENTS

Read carefully the following information whose acceptance is essential for the use and use of the Motor Meter Application.

Motor Meter APP (hereinafter Motor), as the provider of its services in the Motor Meter Application, establishes its registered office in Spain at Pol. El Baico - C / Londres, 2/18800 BAZA (Granada), provided with: NIF N°: ESX7458403D.

RESPONSIBILITIES

The Motor Meter Application can be used in Risk Sports and as such be involved in dangerous situations, such as the use of the indicator - Fuel meter, which tells you that you have fuel left when there is no fuel and power to the engine with your consequences and other situations derived from their use, distances, speeds, altitudes, maps, etc.

This means that the only User responsible for the use of the Data offered by the Motor Meter is the User - End Client. Always the User - Client is responsible for verifying all the Data offered by the Motor Meter and under his responsibility to make the good use that he needs for his maximum security.

So Motor is excluded from any type of security, danger or accident claim that the User - Client may have in the use of the Motor Meter Application and its Components. The User is always responsible for their Acts derived from the use of the Motor Meter Application and its

GUARANTEE

Being consistent with the high level of quality with which the Motor Meter has been manufactured, it has a total Guarantee against any manufacturing defect or the materials used in it.

Note. The replacement of Guarantee is subject to the conditions indicated below:

The Motor Meter is covered by the Total Warranty against any manufacturing or material defect, so that Customers - Users will be entitled to replacement of the defective part or parts provided that the defect has its direct origin in manufacturing, assembly or materials used in it by Motor.

The right of replacement is limited to the replacement of the defective part with a new one and will not include payment of any kind, all the expenses of the replacement, in particular the transportation, will be covered by the Customer - User without exception.

The Total Warranty does not cover defects arising from wear or poor maintenance and / or misuse of the Motor Meter by the Customer - User.

Warranty periods:

In the Spanish application > User , we have the part: "**DAYS USE**" and "**HOURS USAGE**" and "**WARRANTY - DAYS**".

All these data are based on the first day that the Motor Meter application is connected to the database, therefore it is mandatory to have Internet connection the first time it is connected, so that the Motor Meter can connect to the Database, record the start date and be able to take - work with these Data.

In "**DAYS USE**" indicates the Days of use that we have with the Motor Meter.

In "**HOURS USAGE**" it indicates the Total Hours of use that we have had since the Motor Meter Chronometer.

In "**WARRANTY - DAYS**" indicates the Days that remain of Guarantee, both in the Switchboard and in the Sensors - Connectors.

For users who have **not** purchased the Motor Meter indicates: **000 - Test**.

This means that if [for example] you buy the Application on a specific date and it has been 1 month until you connect for the first time, the Guarantee will start the first Connection Day that we have registered in the Motor Database.

(*) the Guarantee is always going to mark the first Date of Connection with the Database that is registered in this, this is very interesting for the Distributors who make an investment buying a certain quantity of Motor Meter and their Clients will enjoy of full Guarantee from the first Connection Date, indifferent if the Distributor sells them on one date or another or for the last User - Client if he has purchased and has not been able to connect until after a while he also obtains this benefit.

The Motor Meter Application is subjected to different types - Warranty terms:

Switchboard Warranty:

This is guaranteed for a duration of 2 years or 300 hours of use from the date of connection with the database of the Motor meter.

Malfunction, bad assembly, inadequate shocks or falls, etc. are excluded from guarantee.

It is excluded from Guarantee to power with a Battery other than 12 Volts or a Battery that is not recognized by Motor. We do not have the obligation or the right to guarantee the damages that is caused by a Battery that is not recognized by Motor.

IT CAN NOT BE POSSIBLE TO USE LIPO - LIPOLY TYPE BATTERIES present a danger to the User - Client and it overloads the Switchboard by working on 14.4 Volts or another type of Voltage.

The switchboard is presented in a special box for this purpose, inside this box is all sealed with special epoxy resin electronics, which is completely prohibited to try to access the switchboard - electronic part, try to disarm, try to remove the screws also sealed. When everything is sealed you will not see anything, everything is hidden and of course this will be cause of misuse and therefore is excluded from the Guarantee.

Guarantee of the Sensors + Connectors:

Due to wear and extreme use of these sensors, we base the Warranty on 1 Year or 150 Hours of use from the first Date of Connection with the Database, as we have explained in the Warranty of the Switchboard. (*)

In order to have a correct Guarantee, it is necessary the perfect assembly of these Sensors as it is explained in the Motor Meter User Manual, any type of bad assembly or misuse it will be excluded from the Guarantee.

It is excluded from the Warranty to heat the Temperature Sensors with some type of Lighter, Extreme heat source, hot air gun or derivatives, which can burn and break the Sensor causing its malfunction.

In the Fuel Sensor it is mandatory to choose at the time of buying, the right one according to the consumption of your Engine, either for its perfect functioning or to ensure that the flow is correct and we do not put in an engine that consumes more than 6 liters per hour a Sensor of lower consumption and this can cause us different problems.

The Pressure Sensor + Ambient Temperature + Humidity can not be subjected to improper the use such as extreme heating, putting in water or other being all this misuse excluded completely from the Guarantee.

The misuse of connectors, forced connectors, VGA connector loosely with the supplied screws is excluded from the warranty, watertight connectors without margin in the cables = cables bent near the connector can cause the cable outlet and connector pin = breaking of Connectors, etc.

The Motor Meter Application and its Components is also subjected to:

For the correct exercise of this right, the Customer - User must communicate in writing to Motor the defect and the affected parts, indicating the data related to the purchase (date, email, invoice number, serial number, distributor and necessary data for its ID). Within 30 days of receipt of such communication, Motor will contact you as soon as possible to rectify the problem either directly or through your zone distributor.

The replacement will be carried out in the shortest time possible and as a rule will be produced along with the next shipment of goods to the customer.

Upon receipt of the parts replaced, the client must sign a document stating its compliance with the replacement made and his resignation to any subsequent claim to Motor for that reason.

Motor, will never be responsible for the damages caused by transport companies, both on the way and back. It will be the customer's responsibility to verify that your product arrives in perfect condition, and if not, make the appropriate claim to the transport agency, it will be responsible in case of warranty and return of your Motor Meter or product concerned packing perfectly This merchandise, not making responsible for the possible damages caused by the transport agency to Motor.

It is always obligated for the final customer, to learn everything and read the product manual, Motor is not responsible for the misuse of it, so the distributor is obliged to inform the final customer of all the correct use of the Motor Meter so that the total guarantee is effective.

The labor of the repair of the defective parts will be in charge of Motor whenever it is defected of manufacture, assembly or used parts.

If the repair or warranty is due to a defect of misuse, bad maintenance or other adverse agents, the Customer - User will pay for the hour of work done at € 30 plus the current VAT%. Plus the parts - components used in the repair according to the current rate of that.

Repairs or assemblies by workshops or unauthorized persons or persons not recognized by the Motor brand will never be guaranteed.

It will be the object of loss of the total Guarantee, the use of the Motor Meter by unsuitable persons, without knowledge of means, under the effects of any narcotic or drug, as well as of people who have not made the appropriate adaptation to the use of the product.

The Motor Meter will not be warranted when it is mounted on other machines or appliances not recognized by the Motor brand, as well as the use of accessories - components not recognized by the factory.

The assembly or change of accessories made for the use of the same by disabled people without being approved by Motor will not be subject to Guarantee.

The use of the Motor Meter by minors or with some type of psychic or physiological limitation will not be the object of Guarantee and responsibility request.

RETURNS:

Returns will not be accepted after 7 - 10 days from the first Date of Connection with the Database and in case of proceeding to it, the Motor Meter must be in perfect condition as well as in its original packaging. Any merchandise will be accepted to return without a prior consultation and compliance by Motor.

The return costs will always be paid by the Customer - User, except in those cases that prove that the return is due to causes generated by Motor.

Any return of product by invoking the Guarantee must be previously accepted by Motor. In case of manufacturing defect of the Motor Meter, during the first week, Motor will change the item for another one in perfect condition, running the shipping costs (return and out-bound) at the expense of Motor.

CLAIMS:

Claims for any possible incidents such as the delivery of a broken, damaged or wrong product, or any other possible reason of claim will be treated as follows: all documents, manuals, etc. must be returned in its original package with the purchase order attached. The buyer may request a replacement for a product with the same characteristics or a full reimbursement within 7 to 10 days upon receipt of the claim. The buyer will be in charge of all direct expenses related to the reimbursement and when applicable, will have to compensate for any possible defects in the product (in conformity with Law 15/1/96 number 7/1996 on retail commerce).

TRANSPORTATION:

Delivery expenses are indicated by weight and dimension of the package to be sent in the proposal of Web Request Confirmation, always without exception at the client's charge. Motor uses as transportation agencies companies that offer high levels of security and professionalism such as Correos España, Iberia Cargo, Mrw, Seur, Azkar, Nacex and others. Motor is not held responsible for any possible defects that could occur during the product's transportation, whether by a private agency or national mail. Upon receipt of the product, the client will have to verify if it is in good condition and will have to notify, when necessary, any damages to the corresponding transportation agency and to Motor.

Motor uses all necessary materials to ensure a perfect packaging of the product such as customized boxes to fit the size of the product, protection material, security and other necessary precautions for a proper delivery of our order.

All the products we deliver have full-risk insurance coverage.

In case of loss or damage of the merchandise during transportation, the carrier will be thus held responsible. This claim will have to be issued within 24 hours after receipt of the merchandise, to Motor or directly to the corresponding transportation company. When the client is in charge of the delivery of the merchandise (with his transportation agency) PXO is NOT held responsible for any damage, defect or loss.

IMPORTANT: Do not sign the product's receipt until you haven't verified that the box or package doesn't have any damages, if you identify any damages, you have to open the boxes in front of the carrier and verify if the product is in perfect conditions, on the contrary, if the product's delivery receipt is signed and the carrier left, any future claim will be more difficult.

Any expenses related to the delivery, merchandise insurance and handling of goods derived from the carriage will not be added to the final price as the client is always in charge of these costs. In the client's bill we will only include our costs, without considering the packaging, boxes, etc., always trying to provide the best quality of service at the best price.

CUSTOMER RIGHTS:

Always get all the latest updates - improvements to the Motor Meter. Confidentiality and security of the client's personal data in accordance with the provisions of current Spanish legislation on data protection. No dissemination, transmission or publication of customer data without their express consent.

Consult, modify and delete the personal data of the client that works in the Motor database at the request of the client. Access free of charge the open sections of the Motor website. Know at all times the status of processing the order made. Withdrawal / unilateral revocation of the requested order: In accordance with the provisions of art. 44 of Law 7/1996, of January 15, on Retail Trade, the customer will have the right to revoke the requested order within seven days after receiving it, prior communication to Motor with a refund of the price that would have been paid for it. In the event of exercising this right of withdrawal, the customer will be responsible for the return and damage to the product or merchandise. Motor will not be responsible for returns on products handled by the customer, those returned without the original factory packaging, or those goods that are returned incomplete in both its main elements and accessories. The right of withdrawal will not proceed outside the indicated period nor on products subject to fluctuations of a market not controlled by Motor, nor on perishable objects, objects that can be easily reproduced with immediate character or that by their nature can not be returned. Nor shall the withdrawal on merchandise or orders that may be considered for their special characteristics as requested by the customer.

OBLIGATIONS OF THE USER / CLIENT:

Keep your personal codes with due diligence. Use the information published by Motor exclusively by the client strictly within the intended personal business relationship. Not reproduce, alienate or dispose of the information published by Motor in all its contents without express permission of this. To faithfully use the shopping service provided by Motor on its web page, refraining from manipulating the contents of its web page, or interfering in its computer means through viruses or other conducts prohibited by Law. Respect the purchase agreement once the order is accepted, with the timely payment of the agreed price.

MOTOR METER APP RIGHTS:

Preserve, modify or suspend the Motor Meter Application without prior notice. Modify the price of offers - products. Reject orders due to lack of stock or customer default. Perceive the amount of customer purchases accepted transaction.

Pricing Policy: Motor reserves the right to change the price of the Motor Meter and services offered through its website at any time and unilaterally. To guarantee the customer the certainty and security of the price of their products, this will be the current one in the advertising coinciding with the moment of formalizing the order.

DATA PROTECTION:

In compliance with the provisions of the law, we inform you that the personal data provided by you will be incorporated into an automated Motor file, the purpose of which is to be able to provide you with all kinds of services without having to fill in this information again. You have the right to access, cancel or rectify the corresponding data collected in said file.

Motor guarantees the strictest confidentiality in the collection and processing of personal data provided by our customers. In compliance with the Organic Law 15/99 of December 13, 1999 on Regulation of the Automated Treatment of Personal Data (LORTAD), our customers may at any time access your data, as well as modify, rectify, cancel or revoke the consent of cession of the same, in the terms established by said law. The data provided will be used only for internal use of Motor and will not be made available to third parties.

Motor undertakes not to use the personal data of its customers or users for other purposes unrelated to the purpose of contracting the services it provides, ensuring through appropriate measures the confidentiality thereof, its loss or alteration and unauthorized access to said data.

Motor declares and guarantees the complete submission and effective fulfillment of the guarantee and security processes contained in the Data Protection Law LO 5/93 of October 29 of Regulation of the Automated Treatment of Data of a Personal Nature.

JURISDICTION AND RESOLUTION OF DISPUTES:

Both parties expressly waiving their own jurisdiction and expressly submit to the Courts of Baza / GRANADA to settle disputes that may arise due to the transactions and contractual relationships under these general conditions of contract.

CONTACT:

If any doubt left please contact phone 0034958700828 or 0034659672055 during business hours from Monday to Friday from 10 h. / 14 h and 17 h. / 20 h. - or **info@motormeter.app** and clarify you everything that you need.

También puede contactar desde nuestra página web en:

Spanish and Portuguese: **<https://motormeter.app/es/contacto>**

English: **<https://motormeter.app/en/contact>**

French: **<https://motormeter.app/fr/contact>**

The Motor Meter is also subject to the Conditions of the Online Store that can be viewed and downloaded from: **<https://motormeter.app/en/user/store-conditions>**

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