

Terms and Conditions Purchases

Please make sure that you read all the below terms of sale and agree to them before placing an order with ourselves, if you are unsure about any of the terms, please contact us for clarification. It is important that you do not order without understanding the below terms and conditions of sale.

By Placing an order with ourselves you agree to the below terms;

- 1) The terms of sale override any conflicting content that may be on our website, in the event of any contradiction between the website and the terms of sale the terms of sale will take president. If you do come across anything that is contradicted in the terms of sale and the website, please contact us and make us aware so we can correct the website to make sure there is consistency in the information provided.
- 2) Your purchase's (apart from consumables) will come with a one-year warranty against manufacturing defaults if longer warranty this will be specified this warranty will not cover any damage caused by misuse of the device. Your replacement device if a diagnostic tool under warranty will only have the remaining subscription added to it. We may send a new or refurbished device as the replacement and this will be fully tested before sending to yourself.
- 3) Customer satisfaction is extremely important to us, so all our products are quality checked at the factory after being manufactured, this gives us confidence in the quality of the product so we honestly do not expect that your item will be faulty however if your item is faulty when it is delivered or at any point in the 12 months warranty period, please contact us via the site so we can confirm if it is faulty and for eligible customers organise the return of your faulty device.
- 4) It is important that we are clear in our terms of sale as to what a faulty item is considered to be so that it not left to interpretation or opinion. A faulty item is a device that has not been modified or used unreasonably, that does not do what we have advertised it to do on our website, via email or in the terms of sale with the terms of sale overriding any other content if there is a conflict or contradiction as described above.
- 5) A faulty item must be determined to be faulty by ourselves through a troubleshooting process.
To determine if a diagnostic tool is faulty, we may require you to follow some guidance from ourselves to make sure that it is not a setup issue or misconfiguration. We have yet to receive a truly faulty device, so it is important to let us troubleshoot first using manufacturer support processes. The paragraph below further explains the troubleshooting process however you agree that a device is not faulty because it simply does not do something that we have not advertised it to do this includes special functions that you have not confirmed will work on a particular car.

6) The troubleshooting process would involve us asking questions and giving advice to rectify any issues, this process can also require us to contact the manufacturers tech support on your behalf and on some rare occasions we may require the device to be returned to be tested before confirming it is faulty. We may not require the troubleshooting process to be undertaken on some occasions where the fault is obvious to us but this will be at our discretion and not the customers. If we ask that the troubleshooting process is to be completed and you are not willing to participate you agree that we will not be able to classify the item as faulty or not as described and understand that this may affect your warranty or return. We do however reserve the right to accept a return when upon refusal of the troubleshooting process at our own discretion based on the circumstances.

7) Any diagnostic device that has different supported functions for different makes, models and years of vehicle it is also required to be operated correctly by the user, the operation of the device does require an element of technical knowledge and skill. The device is not faulty because of an absence of technical knowledge or the required skill by the user, we do however offer community-based support, and you are welcome to email us asking for support however we do not offer dedicated support and cannot guarantee that we will be able to provide technical support as this is a community-based support product. As an ethical company it would be unlikely that we would not assist our customer without good reason.

8) Some device's received, you will have to install an app on your smartphone yourself from the google or apple store (These app's are free) you will require internet access to both download the app and to use it. Your Android device will need to have Bluetooth, Wifi, 16GB free space and be on an android version of 5.1 to 11.0. Android tablets are not officially supported so you will not be able to download the app from the google play store, instead you will need to download the app from the manufacture's website. We find that most users are able to install the app's manually themselves without having to require technical assistance.

9) Please ensure you have downloaded the latest version of any app needed and also all diagnostic tools have the latest software download.

10) Not every special function is supported on every vehicle, coverage is different based on make model and year. Please check with us before purchasing that the specific special function you require is available for your vehicle. If you order a device and a special function is not available this does not mean that the item is not as described unless you checked with us via email first. When asking by email you must be clear of the vehicle make model and year, what special function you want to check and that you require this check to be done.

11) Some vehicle manufacturers have limited access to the OBD port on the vehicle, you should check this before buying as you may require an extension cable to connect the device to the car. If the device does not fit because you are not using an extension cable this does not mean that the device is faulty or not as described, it is common amongst diagnostic tools to need an extension cable on certain vehicles and we offer these with certain products please ask first before purchase.

12) The ReadVin feature also known as the auto-vin cannot always read the vin and correctly identify the vehicle this is because some vehicle brands vin may not be able to be decoded by the app, this could be because multiple vehicle's have the same vin structure amongst other reasons. In these situations, you should open the car brand software manually to enter the vin and if this does not work you should manually select the make model and year. We offer no guarantee of any vin identification process and the VIN not being auto detected does not mean the item is faulty as it can still be used manually.

13) You will receive updates when available for the software and new software when released. When we state full software or all car brands, are included we refer to passenger petrol, diesel and hybrid vehicles that we have software for.

14) We will not be responsible for any damage caused to the device by using it with unofficial apps and this will void your warranty.

15) We are based in the UK and all our products are sent from the UK to countries in EUROPE. If you are not located in the UK, we are classified as the exporter, and you are the importer meaning it is your responsibility to check if any import tariffs or VAT will need to be paid before receiving your shipment. Any import duty that needs to be paid is the responsibility of the customer/importer and your postal service may hold your parcel until payment is made, all countries have different rules so please take the time to check your countries rules before ordering.

16) If you opted for our express shipping your delivery will be with you via your guaranteed delivery time or sooner, this is shown on the site and depends on the destination country. The delivery date is calculated from the date of dispatch. If the delivery is more than two business days late and there has been no attempted delivery or the customer has not delayed or changed the delivery you will be eligible for a refund on the shipping cost that you paid unless this is due to customs delays as our guaranteed delivery does not include customs delays.

17) All parcels are tracked so you will be able to monitor the progress of your shipment. If your order is later than three business days, please inform us and we will also contact the courier to ask for an investigation. If the delivery is lost, we will offer to resend your order or we will offer a full refund. (Please note it is very rare that handlers lose a parcel and when they do it is normally found quickly in their own logistic centre.)

18) For Royal Mail delivery your delivery should be with you within 2-7 business days as we send UK orders via Tracked Parcel 48hour service and international orders via Business International parcel however, we cannot guarantee this, unlike UPS royal mail is an aimed delivery date and not a guaranteed delivery date. The Guaranteed delivery date via royal mail is 30 days but the delivery aim is normally kept and based on previous transit times. If we are informed by yourself of a delay, we will contact Royal mail however this is not possible until 10 business days after the shipment has been sent. Once confirmed that a parcel is lost, we will refund or offer a replacement but this can take up to 20 business days to get this confirmation.

19) For Evri Standard delivery your delivery should be with you within 2-4 business days however, we cannot guarantee this. Evri Standard is an aimed delivery date and not a guaranteed delivery date. The Guaranteed delivery date via Evri Standard Shipping is 30 days but the delivery aim is normally kept and based on previous transit times. If we are informed by yourself of a delay, we will contact Evri however this is not possible until 10 business days after the shipment has been sent. Once confirmed that a parcel is lost, we will refund or offer a replacement, but this can take up to 20 business days to get this confirmation.

20) In some circumstances we may swap your chosen courier to a different courier, we would only do this in limited circumstances normally when there are known delays with the courier you selected. We would as a general rule only swap your shipment to a different courier when this is to the advantage or benefit of the customer and not do this for our own benefit.

21) For Domestic orders where the UPS shipping option has been selected, we will only allowed change your delivery to one of the following couriers DHL, DPD or Evri Next Day unless we contact you and approve a different courier. For Domestic orders where Royal mail has been selected we may change the courier to DHL, DPD, Evri Standard or Evri Next Day unless we contact you and approve a different courier

22) Unclaimed parcels or parcels where delivery is refused, we reserve the right to charge a Fee per device ordered. For UK based orders this fee is £10 (Per Device) and for orders outside of the UK this is £20 (Per Device). This fee is to cover our costs, these costs include but are not limited to our return postage costs and staff costs for the time spent dealing with the matter. When a parcel is unclaimed or refused it can take a long time for the couriers to return the parcel and it often requires us to keep checking up on the parcel with the courier. To avoid these costs, we advise that customers accept delivery and return the order themselves if they no longer require the device. Delivery refused also includes where the customer is happy to receive the item but refuses to pay any outstanding money owed to the courier for the import of the device as it is the customers responsibility to pay any import duty owed.

23) You have 14 calendar days after the day you (or someone you nominate) receives the products, unless your products from the same order are split into several deliveries over different days. In this case, you have until 14 calendar days after the day you (or someone you nominate) receives the last delivery to change your mind about the products. You cannot change your mind and receive a full refund under some circumstances these circumstances can be read further down in the terms.

24) If your product has been used and the digital content obtained but the device is faulty or not as described you will receive a full refund upon returning the device to us. It is important to note that we are clear that each diagnostic has different coverage on different makes models and years and that if you have not checked this coverage with us and the device does not perform the expected function, that this does not mean we have described the diagnostic incorrectly as we promise no coverage for any specific vehicle without you firstly checking with us.

25) If you do not return all the items received or the item has been used unreasonably, we retain the right to offer a reduced partial refund due to diminished value, this is because if we were to resell an item without all the parts or that has been used unreasonably, we would have to sell it for less. We think it is reasonable to expect returned items to be in as new condition and that a reduced refund is fair when diminished value is caused by your handling them in a way which would not be permitted if you were in a shop.

26) If you have a return approved you agree to not continue using the device and software. If the device and/or software is continued to be used without our consent this will cancel your return request. If you are still within 14-days you may reapply to return the product but if it is used after 14-days you will no longer be able to return the device under change of mind. We think it is fair that if you want to return a device and have your money back that you do not continue to use the device and/or software.

27) Unless your product is determined faulty after our troubleshooting process you do not have a right to change your mind for a full refund if you have already downloaded the software.

28) If you do not accept the immediate performance and withdrawal from the 14-day change of mind return contract, please do not activate the device and/or download the digital content until 14 days from the date of receiving your device. You can also return the device without the Digital Software License Having Been Used for a full refund if you do not want to accept the immediate performance of the contract.

29) If we refund you the price paid before we are able to inspect the products and later discover you have handled them in an unacceptable way, or if we refund you without the need to return and you continue to use the device or software you must pay us an appropriate amount. In circumstances of continued use after refund this amount would be the full current price on our website for the device and software.

30) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer so any upgraded delivery costs will not be refunded.

31) If you are exercising your 14 days right to change your mind, you need to tell us that you want to end the contract by emailing info@autovativesolutions.com this is the only email that you should make this request to, and you must retain a copy of this email as we may ask for a screenshot if we did not receive this email, but it is claimed it was sent. When you are exercising your right to change your mind, you must pay the costs of return and retain a proof of purchase receipt.

Legal Acknowledgment

By accessing and using this website ("Site"), you acknowledge and agree to the following:

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