

TERMS AND CONDITIONS OF SALES

(NOTHING IN THIS DOCUMENT SHALL RESTRICT THE STATUTORY RIGHTS OF A CONSUMER)

GENERAL

- 1) These terms and conditions, together with the details set out overleaf, are intended to contain all the terms of the agreement between us (the Vendor) and you (the Purchaser) relating to the sale and purchase of the Vehicle or Part(s) described overleaf ("the Goods"). If you wish to rely on any amendment or addition, you should ensure it is confirmed in writing by one of our duly authorised representatives.
- 2) You must provide us with any information we need in order to comply with money laundering legislation, and guarantee the accuracy of the information so supplied.
- 3) Subject to clause 4, the Agreement will come into existence and you will have accepted and be bound by these terms and conditions as contained on the vehicle order form ("the Order") once you have:-
 - a) signed the Order; or
 - b) taken delivery of the Goods; or
 - c) commenced payment of the Purchase Price (as defined in clause 7)whichever is the earlier.
- 4) The Order is your offer to purchase the Goods upon these terms. The Agreement is formed when we accept that offer by our authorised representative signing and dating the Order.
- 5) If this Agreement relates to the purchase of a vehicle, you may arrange for a finance company to purchase it from us for the Purchase Price within 7 days of being notified that it is ready for delivery. The Vehicle will then be delivered to the order of such finance company and all references to delivery of the Vehicle shall be construed accordingly. The provisions of this Agreement relating to the Part Exchange Vehicle (as defined in clause 11) (if any) shall continue to apply but we shall account for the Allowance (as defined in clause 11) and any deposit paid under this Agreement to the finance company on your behalf.
- 6) This Agreement is made in England, shall be subject to the exclusive jurisdiction of the English courts and shall be governed and construed in accordance with English law. The Vendor and the Purchaser agree that any dispute arising under this Agreement which cannot be resolved amicably by negotiation between the parties should be submitted to mediation with an approved Chartered Trading Standards Institute Alternative Dispute Resolution ("ADR") provider with relevant experience of the motor retail industry. Failing this, either party may refer the dispute to the English courts in accordance with this clause 6.

PRICE

- 7) The Purchase Price is the price for the Goods, including where applicable accessories, road fund licence, delivery, warranty, insurance, fuel, car tax and VAT, current at the date of the Order. If the rate or amount of car tax, VAT or road fund licence changes between the date of the Order and the date of delivery, you must pay the amount current at the date of delivery.
- 8) If the manufacturer of the vehicle ("the Manufacturer") or the importer or other supplier of the Goods changes the recommended price after you have ordered them but before delivery, we will notify you of any revision we propose to make to the Purchase Price. If we propose an increase in the Purchase Price, or a decrease which is less than the decrease in recommended price, you may give notice within 14 days cancelling this Agreement, in which case clause 24 shall apply. If we do not receive notice of cancellation within this period, the Purchase Price will be amended as proposed.

PAYMENT

- 9) Payment of the Purchase Price must be made in full on or before delivery of the Goods unless credit terms have been offered to you. Such payment shall not be deemed to have been made until cleared funds are received by our bank. An agreement to accept payment on credit terms shall be effective only if in writing and signed by our authorised representative. Any agreed credit period shall commence from date of delivery of the Goods and unless otherwise specified shall be 7 days.

10) If any sum payable under the Agreement is not paid when due then, without prejudice to our other rights under the Agreement, that sum will bear interest from the due date until payment is made in full at 2% per annum above Barclays Bank Plc base rate from time to time. If no specific date is set out in the Agreement and credit terms have not been agreed the due date for payment shall be deemed to be the date of delivery of the Goods.

PART EXCHANGE VEHICLE

If we have agreed to accept a vehicle offered by you at an agreed value in part payment of the Purchase Price ("Part Exchange Vehicle"), we shall only be bound to do so if the Part Exchange Vehicle is:-

- a) free from any hire purchase agreements, charges or other encumbrances (together "Encumbrances") which you did not disclose to us before the date of the Order;
- b) delivered to our place of business before we deliver the Goods to you; and
- c) in the same condition (subject only to fair wear and tear and reasonable increase in mileage) on delivery to us as it was when we examined it before agreeing the amount specified on the Order as allowed against a Part Exchange Vehicle ("the Allowance").

If you fail to satisfy any of the above conditions, we will not be obliged to accept the Part Exchange Vehicle or to allow the Allowance against the Purchase Price and you may be required to pay the full Purchase Price before you can take delivery.

12) If there are Encumbrances on the Part Exchange Vehicle but all are capable of cash settlement by payment of an amount not exceeding the Allowance, instead of applying the whole of the Allowance towards payment of the Purchase Price, we will apply the Allowance, or part of it as applicable, towards settlement of any obligation to third parties in respect of the Part Exchange Vehicle which are capable of cash settlement, payment to any such interested third parties to be made after we have received the Part Exchange Vehicle and made delivery of the Vehicle to you.

13) If the payment required to release the Part Exchange Vehicle absolutely from any Encumbrances is greater than the amount you disclosed to us before the date of the Order, or if the Part Exchange Vehicle is delivered in a worse condition or with an unreasonable increase in mileage, we may nevertheless in our discretion agree with you a reduced Allowance and accept the Part Exchange Vehicle.

14) You shall deliver the Part Exchange Vehicle to us within 7 days of our notice to you that the Vehicle is ready for collection.

15) If the sale and purchase of the Vehicle takes place more than 30 days after the date of the Order, except where the delay is a direct result of our act or omission, we reserve the right to reduce the Allowance by 3% for each completed period of 30 days between the date of the Order and the date of sale and purchase of the Vehicle.

DELIVERY

16) While we endeavour to deliver the Goods by the estimated delivery date, we will not be liable for any claim for compensation of any description arising out of a delay in delivery due to reasons beyond our control. In the event of such a delay, we will contact you to agree an alternative delivery date. Unless otherwise specifically agreed in writing, "delivery" means our making the Vehicle available at our premises for collection by you.

17) We may give you notice cancelling this Agreement at any time before delivery if the Manufacturer ceases to make the model or specification of goods you have ordered, or if we are unable to obtain them from the importer or other supplier, and clause 24 will apply.

18) If we are unable to supply any accessory (factory fitted or otherwise) you have ordered as part of the specification, we will contact you and offer at your option either to substitute a reasonable equivalent or to delete the accessory from this Agreement and adjust the Purchase Price accordingly. Subject to this, you shall have no claim against us in respect of our failure to supply any accessory, and shall not be entitled to cancel the Agreement.

19) If we fail to deliver the Goods within 42 days of the estimated delivery date, you may give us notice requiring delivery. If we fail to deliver within 14 days of receipt of such notice, you may give us notice cancelling the Agreement and clause 24 will apply.

20) We will inform you when the Goods are ready for delivery, and you must pay the Purchase Price (less any deposit and/or Allowance) and take delivery within 14 days of being so informed. Unless we have agreed credit terms with you, you will not be entitled to take delivery of the Vehicle unless the Purchase Price (less any deposit and/or Allowance) has been paid in full in

cleared funds. If you fail so to pay the Purchase Price and take delivery within 21 days of being informed that the Vehicle is ready for delivery, we may cancel the Agreement and clause 24 shall apply.

21) If this Agreement relates to the purchase of a Vehicle sold as new then, except as permitted by clause 5, you may not assign the Agreement to any other person and may not resell the Vehicle for commercial purposes within four months of its delivery. A resale within that period shall be deemed to be for commercial purposes unless, at the date of the Agreement, you did not intend to resell the Vehicle. You warrant that you have no such intention and if we discover before delivery that this warranty is untrue, we may give you notice cancelling the Agreement, in which case clause 24 will apply.

DISTANCE SELLING

22) If this Agreement has been concluded without any face to face contact between us or anyone acting on our respective behalves, you may give notice cancelling this Agreement within 14 calendar days of taking delivery of the Goods, whereupon you must either return them to us at our showroom or make them available for us to collect at your expense. You must take reasonable care of the Goods and will be responsible for any loss or damage from when they are delivered to you until when they are returned to us. Upon receipt of the Goods back into our possession at our showroom we will reimburse to you all payments received from you, including the costs of delivery unless they are of a non-standard nature, within 14 calendar days. If we have agreed to accept a Part Exchange Vehicle at an agreed value in part payment of the Purchase Price, we have the option of either returning the Part Exchange Vehicle or refunding the Allowance.

USED VEHICLES

23) If the Vehicle is a used vehicle, the Vehicle is sold:-

a) subject to any defects which we have drawn to your attention prior to you placing the Order; and

b) subject to any defects which you discovered or ought to have discovered upon examining the Vehicle prior to placing the Order (irrespective of whether you carried out such examination) and, in that regard, you acknowledge that you have been afforded the opportunity to examine the Vehicle.

EFFECT OF CANCELLATION

24) Unless entitled to do so under the terms of this Agreement, you may not cancel the Agreement without the prior written consent of one of our authorised representatives. If you seek to cancel the Agreement in any other manner, or if we cancel the Agreement pursuant to clauses 20 or 21, we may retain from any deposit paid an amount equal to any losses and/or costs incurred or likely to be incurred by us in connection with the Goods, the Agreement and/or the cancellation of the Agreement. If you cancel under the terms of the Agreement, or if we cancel the Agreement pursuant to clause 17, we shall return to you any deposit paid and, provided the cancellation was due to circumstances beyond our reasonable control, we shall have no further liability to you.

LIMITS OF LIABILITY

27) The Goods are sold strictly on the condition that you have inspected them and have satisfied yourself of their suitability for your purposes and of their satisfactory quality. You acknowledge that specification and details in any catalogue, and forecasts of performance, are approximate only, and that such specifications and details and forecasts and representations made by us to you do not form part of this Agreement and in respect of such specifications, details, forecasts and representations we shall be under no liability nor shall you be entitled to any remedy under the provisions of the Misrepresentation Act 1967.

28) Our total liability for your aggregate claims arising out of a single act or default by us (whether due to our negligence or otherwise) shall not exceed the Purchase Price.

29) Nothing in the Agreement shall be construed as limiting or excluding any liability of ours which may not by law be excluded.

FORCE MAJURE

30) We shall not be liable to you if unable to carry out any provision of the Agreement for any reason beyond our control including (without limitation) Act of God, legislation, war, civil commotion, fire, flood, drought, failure of power supply, lock-out, strike, stoppage or other action by employees or third parties in contemplation or furtherance of any dispute or owing to the inability to procure parts or any vehicle required for the performance of the Agreement. Failure to deliver the Vehicle by reason of any of the aforementioned contingencies shall entitle you to cancel the Agreement and the provisions of clause 24 shall apply.

NOTICES AND GENERAL PROVISIONS

31) Any notices given under this Agreement must be in writing and sent by post to the address of the person to whom it is addressed as set out overleaf, and shall be deemed to have been received in due course of post.

32) A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any remedy or right of a third party which exists or is available apart from that Act.

33) This Agreement forms the entire agreement between the Vendor and the Purchaser and supersedes all previous agreements and understandings between them and no warranty, condition, description or term is given or to be implied by anything said or written in the negotiations between the Vendor and the Purchaser and/or their representatives prior to this Agreement. Neither the Vendor nor the Purchaser in entering into this Agreement has placed reliance upon any prior representation made by or on behalf of the other.