

## TERMS & CONDITIONS

1. Save as expressly provided in these conditions and the written contract between the parties, and except in the case of Consumer Sales (as defined by the Sale of Goods Act 1979), or in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer and all warranties, conditions or other terms implied by statute or common law as to the quality of the goods or their fitness for purpose are hereby excluded to the fullest extent permitted by law. Where the goods are sold under a Consumer Sale, the statutory rights of the Buyer are not affected by these Conditions.
2. Orders for Goods, and offers of part exchange allowances for any used motor vehicle, must be confirmed in writing by the Seller and accepted by the Purchaser, subject in either case to these Conditions, which shall govern the Contract. No variation to these Conditions shall be binding unless agreed in writing by the Seller.
3. The Seller's employees or agents are not authorised to make any representations concerning the Goods or part exchange allowances unless confirmed by the Seller in writing. In entering into the Contract the Purchaser acknowledges that he does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.
4. Subject as hereinafter provided, no order which has been accepted may be cancelled by the Purchaser except with the written consent of the Seller and subject to the Purchaser indemnifying the Seller in full against all loss (including loss of profit), costs (including the cost of any labour and materials), damages, charges and expenses incurred by the Seller.
5. If within 14 days of receipt of written notification from the Seller that the Goods are ready for delivery the Purchaser fails to take or pay for the Goods, then, without prejudice to any other rights it may possess, the Seller may cancel the Contract, appropriate any deposit paid for the Goods and charge the Purchaser interest on the unpaid at the rate 4% above the base rate of The Royal Bank of Scotland Plc from time to time until payment is made.
6. Risk of damage to or loss of the Goods shall pass to the Purchaser upon delivery of the Goods or payment in full for the Goods, whichever is the sooner.
7. Notwithstanding the provisions of Clause 6 the property in the Goods shall not pass to the Purchaser until the Seller has received full payment for the Goods together with delivery of the used vehicle (if any) offered by the Purchaser in part exchange.
8. Until such time as the property in the Goods passes to the Purchaser, the Seller shall be entitled at any time to require the Purchaser to deliver up the Goods and if the Purchaser fails to do so forthwith, to enter upon any premises of the Purchaser or any third party where the Goods are stored and repossess them.
9. Any estimated date quoted for delivery of the Goods is approximate only and the Seller shall not be liable for any loss suffered by the Purchaser arising from any delay in delivery of the Goods, howsoever caused, subject to the following:
  - (a) If the Seller has failed to deliver the Goods within 21 days of the estimated date of delivery, the Purchaser may by written notice to the Seller make time of the essence, and
  - (b) If the Seller fails to deliver the Goods within 7 days of receipt of the Purchaser's written notice the contract may be cancelled at the option of either party, whereupon the deposit (if any) paid by the Purchaser shall be refunded in full but without interest.
10. In the event of the Seller accepting delivery from the Purchaser of a used motor vehicle as part allowance of the price of the Goods, such allowance is given and received, and such used vehicle is hereby agreed to be delivered and accepted upon the following conditions:-
  - (a) (i) that such vehicle is the absolute property of the Purchaser free from all encumbrances; or
  - (ii) that such vehicle is the subject of a hire purchase or other encumbrance or encumbrances capable of discharge by the Seller, in which case the allowance shall be reduced by the amount required to be paid by the Seller in discharge of the encumbrance or encumbrances.
  - (b) Fair wear and tear excepted, the Purchaser shall deliver the said used vehicle to the Seller in the same condition as at the Seller's examination of it or acceptance of it prior to confirmation and acceptance of this order, and

- (c) such used vehicle shall be delivered to the Seller within 14 days of written notification to the Purchaser that the Goods are ready for delivery and upon delivery property and risk in the said used vehicle shall pass to the Seller.
  - (d) if through no default on the part of the Seller the Goods shall not be delivered to the Purchaser within either 30 days from the date of Order or the estimated delivery date whichever is the later date, the allowance granted by the Seller on the used vehicle shall be reduced by an amount of 2.5% for each complete period of 30 days from the date mentioned above until the delivery of the Goods.
11. Failure by the Purchaser to comply with the foregoing Conditions (other than 10(d)) entitles the Seller to be discharged from its obligation to accept the said used vehicle or make any allowance in respect thereof, and the Purchaser shall discharge in cash the full price of the Goods to be supplied by the Seller.
12. Notwithstanding the provisions of this Agreement the Purchaser may before the expiry of 7 days following receipt by him of notification that the Goods are ready for delivery, arrange for a finance company to purchase the Goods from the Seller at the price payable hereunder. Upon the purchase of the Goods by such finance company, the preceding clauses of this Agreement shall cease to have effect but any used vehicle for which an allowance was thereunder agreed to be made to the Purchaser pursuant and subject to Clause 10 shall be bought by the Seller at a price equal to such allowance and the Seller shall account to the finance company on behalf of the Purchaser for the said price and any deposit paid by him under this Agreement.
13. If the Goods to be supplied by the Seller are new, the following provisions shall have effect:
- (a) The Seller undertakes that it will ensure that the pre-delivery work specified by the Manufacturer or Concessionaire is performed and that it will use its best endeavours to obtain from the Manufacturer or Concessionaire the benefit of any warranty or guarantee given by it to the Seller or Purchaser;
  - (b) Notwithstanding the sum of Car Tax and Valued Added Tax specified in the order, the sum payable by the Purchaser in respect thereof shall be such sum as the Seller has legally to pay at the time the taxable supply occurs;
  - (c) If after the date of this order and before delivery of the Goods to the Purchaser the Manufacturer's or Concessionaire's recommended price for the Goods shall be altered, the Seller shall give written notice of such alteration to the Purchaser and:-
    - (i) if the alteration increases the price of the Goods and this increase will be passed to the Purchaser, the Purchaser shall have the right to cancel the contract within 14 days of the receipt by him of such notice, failing which such increase shall be added to the contract price of the Goods;
  - (d) In the event of the Manufacturer of the Goods described in the order ceasing to make goods of that type or specification then (whether the estimated delivery date has passed or not) the Sellers may at any time by notice in writing to the Purchaser cancel the Contract.
14. If the Goods are to be supplied by the Seller as roadworthy used goods at the date of delivery and sale of such goods is a Consumer Sale, the following provisions shall have effect:-
- (i) The Goods are sold subject to any conditions or warranties implied by the Sale of Goods Act 1979 (as amended by the Sale and Supply of Goods Act 1994).
  - (ii) Prior to signing this order form the Purchaser shall examine the vehicle and check the items set out in the Purchaser's Certificate of Examination overleaf. S14(2) of the Sale of Goods Act 1979 (as amended) (satisfactory quality) does not operate in relation to those defects which examination ought to reveal, nor to any defect notified by the Seller to the Purchaser prior to the signing of this Contract.