

SALE OF VEHICLE TERMS & CONDITIONS

THE BUYERS ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF CONDITION 10.3

1. Interpretation

- 1.1 The definitions and rules of interpretation in this condition apply in these conditions
- Buyer:** the person, firm or company who purchases the Vehicle from the Company.
- Company:** Manvik Limited (company number: 4179802).
- Contract:** any contract between the Company and the Buyer for the sale and purchase of the Vehicle, incorporating these conditions and the schedule contained on the front page.
- Part-Exchange Vehicle:** the vehicle (if any) that the Buyer uses in partial consideration for the discharge of the purchase price of the Vehicle.
- Vehicle:** means the purchase vehicle that forms the subject matter of this contract the details of which are set out on the first page of this Contract. If more than one vehicle is being purchased by the Buyer pursuant to the Contract any reference to the Vehicle shall be construed as containing reference to all such Vehicles.
- 1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.3 Words in the singular include the plural and in the plural include the singular.
- 1.4 A reference to one gender includes a reference to the other gender.
- 1.5 Condition headings do not affect the interpretation of these conditions.

2. Application of Terms

- 2.1 Subject to any variation under condition 2.2 the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order or other document).
- 2.2 These conditions apply to all the Company's sales and any variation to these conditions and any representations about the Vehicle shall have no effect unless expressly agreed in writing and signed by an authorised representative of the Company. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation.
- 2.3 Each order or acceptance of a quotation for a Vehicle by the Buyer from the Company shall be deemed to be an offer by the Buyer to buy the Vehicle subject to these conditions.
- 2.4 No order placed by the Buyer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company or (if earlier) the Company delivers the Vehicle to the Buyer.

3. Description

- 3.1 The quantity and description of the Vehicle shall be as set out on the first page of the Contract.
- 3.2 All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Vehicle described in them. They shall not form part of the Contract and this is not a sale by sample.

4. Delivery

- 4.1 Unless otherwise agreed in writing by the Company, delivery of the Vehicle shall take place at the Company's place of business. If the Company agrees to deliver the Vehicle at some other place the Buyer shall pay to the Company (in addition to the price of the Vehicle) the Company's reasonable delivery charges within 30 days of the being invoiced for the same.
- 4.2 The Buyer shall take delivery of the Vehicle within 5 days of the Company giving it notice that the Vehicle is ready for delivery.
- 4.3 Any dates specified by the Company for delivery of the Vehicle are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.
- 4.4 Subject to the other provisions of these conditions the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Vehicle (even if caused by the Company's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 180 days.
- 4.5 If for any reason the Buyer fails to accept delivery of the Vehicle when it is ready for delivery, or the Company is unable to deliver the Vehicle on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:
- (a) risk in the Vehicle shall pass to the Buyer (including for loss or damage caused by the Company's negligence);
- (b) the Vehicle shall be deemed to have been delivered; and
- (c) the Company may store the Vehicle until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

5. Non-delivery

- 5.1 Any liability of the Company for non-delivery of the Vehicle shall be limited to replacing the Vehicle within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Vehicle.

6. Risk/Title

- 6.1 The Vehicle is at the risk of the Buyer from the time of delivery.
- 6.2 Ownership of the Vehicle shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of the Vehicle.

- 6.3 If the purchase of the Vehicle is subject to finance, then the Vehicle shall remain the property of the Company until:
- (a) the purchase price has been discharged in full (in cleared funds); and
- (b) the credit agreement to be entered into by the Buyer has been properly executed.
- Title to the Vehicle shall not pass to the Buyer until both of these conditions have been fulfilled.
- 6.4 If for any reason the credit agreement referred to above is deemed to be improperly executed, then the Buyer shall return the Vehicle back to the Company immediately upon request. Title to the Vehicle shall never pass to the Buyer or any other party if the credit agreement is improperly executed.
- 6.5 Until ownership of the Vehicle has passed to the Buyer, the Buyer shall:
- (a) hold the Vehicle on a fiduciary basis as the Company's bailee;
- (b) store the Vehicle in such a way that they remain readily identifiable as the Company's property;
- (c) not destroy, deface or obscure any identifying mark on or relating to the Vehicle;
- (d) maintain the Vehicle in satisfactory condition and keep it in a good and clean condition throughout; and
- (e) keep it insured at all times on the Company's behalf for its full price against all risks to the reasonable satisfaction of the Company.
- 6.6 The Buyer may not resell the Vehicle or otherwise deal with the Vehicle or any part thereof before ownership has passed.
- 6.7 The Buyer's right to possession of the Vehicle shall terminate immediately if:
- (a) the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or
- (b) the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or
- (c) the Buyer encumbers or in any way charges the Vehicle.
- 6.8 If title to the Vehicle does not pass to the Buyer (for any reason) and the Vehicle has to be returned to the Company then the Buyer shall be liable to pay to the Company for the use of the Vehicle at the rate of 50p per mile together with the full costs of rectifying any damage to the Vehicle which has occurred during the period of the Buyer's possession.
- 6.9 The Company shall be entitled to recover payment for the Vehicle notwithstanding that ownership of the Vehicle has not passed from the Company.
- 6.10 The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Vehicle is or may be stored in order to inspect it, or, where the Buyer's right to possession has terminated, to recover it.
- 6.11 On termination of the Contract, howsoever caused, the Company's (but not the Buyer's) rights contained in this condition 6 shall remain in effect.

7. Price

- 7.1 Unless otherwise agreed by the Company in writing, the price for the Vehicle shall be the price set out on the first page of the Contract.
- 7.2 The price for the Vehicle shall be [inclusive] of any value added tax.

8. Payment

- 8.1 Subject to condition 8.4, payment of the price for the Vehicle is due in pounds sterling. The price shall be paid (without set off, deduction or counterclaim) by such method and at such time as set out on the first page of the Contract, and in the absence of such agreed method within 30 days of the Buyer being invoiced for the same.
- 8.2 Time for payment shall be of the essence.
- 8.3 No payment shall be deemed to have been received until the Company has received cleared funds.
- 8.4 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.
- 8.5 If the Buyer fails to pay the Company any sum due pursuant to the Contract, the Buyer shall be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 3% above the base lending rate from time to time of Allied Irish Bank plc, accruing on a daily basis until payment is made, whether before or after any judgment. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

9. Quality

- 9.1 If the Buyer is purchasing the Vehicle solely for private use, then the Contract will be deemed to be a consumer contract. If the Buyer is purchasing the Vehicle for use in a trade or business, then this Contract shall be deemed to be a commercial contract and in either case the implied terms contained within the Sale of Goods Act 1979 are to the fullest extent permitted by law excluded from the Contract.

10. Limitation of Liability

- 10.1 Subject to condition 4, condition 5 and condition 9, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:

- (a) any breach of these conditions or of the Contract;
 - (b) any use made or resale by the Buyer of the Vehicle; and
 - (c) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 10.2 Nothing in these conditions excludes or limits the liability of the Company:
- (a) for death or personal injury caused by the Company's negligence; or
 - (b) under section 2(3), Consumer Protection Act 1987; or
 - (c) for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
 - (d) for fraud or fraudulent misrepresentation.
- 10.3 Subject to condition 9 and condition 10.2:
- (a) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price;
- and
- (b) the Company shall not be liable to the Buyer for any loss including but without limitation to:-
 - (i) loss of profit;
 - (ii) loss of business;
 - (iii) depletion of goodwill or similar loss;
 - (iv) loss of revenue;
 - (v) costs of providing alternative equipment;
 - (vi) additional labour costs;
 - (vii) loss of contracts;
 - (viii) loss of anticipated savings;
 - (ix) pure economic loss;
 - (x) charges;
 - (xi) expenses;
 - (xii) costs;
 - (xiii) damages;
 - (xiv) operating losses; or
 - (xv) any other loss of whatsoever nature
 in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

11. Sale of New or Used Vehicle

- 11.1 It is the responsibility of the Buyer to check that the Vehicle is displaying the necessary Road Fund Licence prior to driving onto a public highway. If the Vehicle does not have the required Road Fund Licence in place, it is the responsibility of the Buyer to ensure that the Road Fund Licence is obtained and correctly displayed on the Vehicle prior to driving the Vehicle off the Company's premises. No responsibility is accepted by the Company for any Vehicle driven away from its premises that does not bear the correct Road Fund Licence.
- 11.2 It is the responsibility of the Buyer to have an appropriate motor insurance policy in place before driving the Vehicle away from the Company's premises. No responsibility is accepted by the Company for any Vehicle that is driven away from its premises that is not properly insured.
- 11.3 It is the Buyer's responsibility to cancel any direct debits without delay in relation to the credit or finance agreement which the Company has expressly agreed to settle on behalf of the Buyer as part of the transaction pursuant to this Contract. No responsibility is accepted by the Company where the settlement of finance is delayed for reasons beyond the Company's control and this results in the finance company continuing to take direct debits from the Buyer's bank account.
- 11.4 It is the responsibility of the Buyer to ensure that the Vehicle is properly registered with DVLA as quickly as possible after purchase and that the logbook and any other document are correctly transferred into the Buyer's name and address. No responsibility is accepted by the Company for any Vehicle that has not been correctly transferred.
- 11.5 If it is relevant to the purchase, the Buyer must expressly request and inspect the service history of the Vehicle prior to sale and satisfy itself that the Vehicle has been serviced to a satisfactory standard. The Buyer should assume that the Vehicle does not contain a service history unless one has been expressly provided at the point of sale.
- 11.6 If a complete service history of the Vehicle has been provided with the Vehicle at the point of sale, it is the responsibility of the Buyer to service the Vehicle in accordance with the manufacturer's instructions. In the event that the service history is not provided or, one is provided which is incomplete, it is the responsibility of the Buyer to service the Vehicle within 6000 miles of the date of purchase or 6 months (whichever is earlier). Failure to service the Vehicle within this period will invalidate any warranty given by the Company or any third party.
- 11.7 The Company accepts no responsibility as to the accuracy or correctness of the mileage displayed on the Vehicle and it should not be relied upon by the Buyer as being accurate or correct when deciding whether to purchase the Vehicle or not.
- 11.8 The Vehicle may or may not be of UK origin and specification. No responsibility is accepted by the Company for any losses associated with an imported vehicle (if any) unless the Vehicle is not of satisfactory quality, fit for its purposes or not as described. Any imported Vehicle will be supplied with a Certificate of Conformity where possible.

- 11.9 Used vehicles may not necessarily contain all the necessary documents, accessories and the like. The Buyer should assume that the Vehicle does not contain items such as a handbook, spare keys etc. where these items have not been expressly displayed in the Vehicle before sale. The Company is only able to pass on to the Buyer the items supplied by the previous owner.

12. Assignment

- 12.1 The Company may assign the Contract or any part of it to any person, firm or company.
- 12.2 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

13. Purchase of Part-Exchange Vehicle

- 13.1 The Buyer warrants that the Part-Exchange Vehicle is free from any charge, interest or encumbrance unless disclosed.
- 13.2 Any disclosed finance relating to the Part-Exchange Vehicle will be redeemed by the Company if expressly agreed and will be reflected in the valuation of the Part-Exchange Vehicle. If the Company accepts an estimated settlement figure in respect of any finance over the Part-Exchange Vehicle of any nature whatsoever it reserves the right to request any additional sums from the Buyer where the estimate settlement differs from the actual settlement later provided by the finance company. Such additional sums must be paid by the Buyer within 10 days of written request.
- 13.3 The Buyer warrants to the Company that it holds legal title to the Part-Exchange Vehicle and that no third party has any claim over the Part-Exchange Vehicle of any nature whatsoever.
- 13.4 The Buyer shall sell to the Company the Part-Exchange Vehicle free from all encumbrances and with full title guarantee.
- 13.5 The Buyer warrants to the Company that the milometer reading on the Part-Exchange Vehicle is correct to the best of his knowledge and belief.
- 13.6 The Buyer warrants to the Company that the Part-Exchange Vehicle is in sound mechanical condition and working order, has never been involved in a serious accident and the bodywork, frame work, chassis and the like are in a satisfactory condition.
- 13.7 Any breach of the conditions 13.3, 13.4, 13.5 and 13.6 above discovered within 14 days of any agreement to purchase a Part-Exchange Vehicle will entitle the Company to rescind the purchase contract and any associated sale contract (if relevant) and the Buyer shall indemnify and keep the Company indemnified against all losses (of any nature) suffered or incurred by the Company arising directly or indirectly out of the Buyer's breach of such conditions.
- 13.8 The Buyer warrants that he will supply the V5 document to the Company either at the time of sale of the Part-Exchange Vehicle or within 7 days thereafter.
- 13.9 The Buyer acknowledges that any valuation given by the Company in relation to the Part-Exchange Vehicle is only valid for a period of 7 days thereafter and includes the remainder of Road Fund Licence on such vehicle and all parts and accessories in place at the time of valuation.
- 13.10 If the contract for the sale of the Part-Exchange Vehicle is withdrawn, legally cancelled or the agreement untravelling for whatever reason, the Buyer must take back the Part-Exchange Vehicle (if available). If however the Part-Exchange Vehicle has been sold or otherwise disposed of then the Buyer agrees to accept the valuation price as agreed and detailed on the Contract.

14. Force Majeure

The Company reserves the right to defer the date of delivery or to cancel the Contract (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 180 days, the Buyer shall be entitled to give notice in writing to the Company to terminate the Contract.

15. General

- 15.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 15.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 15.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 15.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 15.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 15.6 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.