

## Lipscomb Cars Ltd. Terms and Conditions of Sales - Service & Parts Operations

### 1. VALIDITY

Unless other terms and conditions are expressly accepted by the Seller by means of a written amendment to these Terms and Conditions signed by one of the Seller's Directors and referring specifically to the term or condition to be amended the contract will be on the terms and conditions set out below and overleaf (hereinafter together called "The Contract Terms") to the exclusion of any other terms and conditions (except those conditions unavoidably implied by statute and those terms and conditions implied in favour of a seller which are not inconsistent with the Contract Terms) whether or not the same are endorsed upon, delivered with or referred to in any Purchase Order or other document delivered by the Purchaser to the Seller. Any reference overleaf to the Purchaser's Order Specification or like document will not be deemed to imply that any terms or conditions endorsed upon delivered with or referred to in such Order Specification or like document will have effect to the exclusion or amendment of the Contract Terms.

### 2. EXCLUSION CLAUSES, DEFECTS ETC

#### 2.1

If the sale to the Purchaser is not a consumer sale as defined in the Supply of Goods (Implied Terms) Act 1973 the Seller will be under no liability under the Contract for any personal injury death loss or damage of any kind whatsoever whether consequential or otherwise and the Seller excludes all conditions and warranties express or implied statutory or otherwise which but for such exclusion would or might subsist in favour of the Purchaser except that such exclusion will not apply to the condition and warranty implied by Section 12 of the Sale of Goods Act 1893 as amended by the Supply of Goods (Implied Terms) Act 1973

#### 2.2

Under no circumstances will the Seller be liable for any personal injury, death, loss or damage of any kind whatsoever whether consequential or otherwise caused directly or indirectly by any negligence on the Seller's part or on the part of any of the Seller's servants or agents whether or not in the manufacture, fitting, repair or inspection of the goods or in connection with any services supplied under the Contract whether or not at the Seller's premises or at the Purchaser's premises (this being without prejudice to any of the other Contract Terms).

#### 2.3

No recommendation by the Seller of any goods or services supplied by any other person shall make the Seller in any way liable in respect of such goods or services

#### 2.4

The Purchaser will notify the Seller immediately any defect appears in the goods which the Purchaser considers is the responsibility of the Seller under the Contract Terms or otherwise and the Purchaser will not take any action to have such defect remedied or to incur any expense (including but not limited to towing charges and car hire charges) arising as a result of such defect without the prior consent of a director of the Seller. If the Purchaser fails so to notify the Seller and obtain such consent the Seller will not be liable either for the cost of any work carried out otherwise than by the Seller or for any such expense.

### 3. DELIVERY

The Seller will endeavour to complete the Contract or deliver the goods within the time agreed and if no time is agreed within a reasonable time but in no circumstances will the Seller be liable for loss or damage of any kind whatsoever caused directly or indirectly by any delay in the completion of the Contract or the delivery of the goods nor will any such delay entitle the Purchaser to repudiate or rescind the Contract. (The Seller shall not be obliged to fulfil orders in the sequence in which they are placed.)

### 4. GENERAL CONDITIONS

#### 4.1

The Seller undertakes that he will use best endeavours to see that the pre-delivery work specified by the Manufacturer or Concessionaire is performed and that he will use reasonable endeavours short of taking legal proceedings to obtain for the Purchaser from the Manufacturer or Concessionaire the benefit of any warranty or guarantee given by such person to the Seller or to the Purchaser in respect of the goods.

#### 4.2

If after the date of the Quotation and before delivery of the goods to the Purchaser the Manufacturer's or Concessionaire's recommended price for any of the goods shall be altered the Seller shall give notice of any such alteration to the Purchaser and

#### 4.2.1

In the event of the Manufacturer's or Concessionaire's recommended price for the goods being increased the amount of such increase which the Seller intends to pass to the Purchaser shall be notified to the Purchaser. The Purchaser shall have the right to cancel the contract within 7 days of the receipt of such notice by giving written notice to the Seller to that effect. If the Purchaser does not give such written notice as aforesaid the increase in price shall be added to and become part of the contract price.

#### 4.2.2

In the event of the recommended price being reduced the amount of such reduction, if any, which the Seller intends to allow to the Purchaser shall be notified to the Purchaser. If the amount allowed is not the same as the reduction of the recommended price the Purchaser shall have the right to cancel the contract within 7 days of the receipt of such notice by giving written notice to the Seller to that effect. If the Purchaser does not give such written notice as aforesaid the Contract will proceed at the Seller's reduced price.

#### 4.3

In the event of the Manufacturer of the goods described in the contract ceasing to make goods of that type, the Seller may (whether the estimated delivery date has arrived or not) by notice in writing to the Purchaser, cancel the contract.

#### 4.4

If the Contract be cancelled under the provision of Clauses 4.2.1, 4.2.2 or 4.3 the deposit shall be returned to the Purchaser and the Seller shall be under no further liability.

#### 4.5

All disputes must be raised within 7 days from receipt of invoice.

### 5. STANDARD EQUIPMENT

No allowance can be made for any part of the standard equipment not taken.

### 6. DESIGN ETC

#### 6.1

No drawings, descriptive matter, weights, dimensions or shipping specifications issued by the Manufacturer, nor the descriptions and illustrations contained in its catalogues price lists and other advertising matter shall be deemed to form part of the contract of sale of the goods nor be regarded as a warranty or representation relating to such goods.

#### 6.2

In the event of an alteration of the design, specification, construction and/or equipment of the goods by the Manufacturer the Seller reserves the right without previous notice to supply the goods ordered within or without such alteration.

### 7. PURCHASER'S SPECIFICATION

#### 7.1

No terms or conditions are made or to be implied nor is any warranty given or to be implied as to the life or wear of the goods supplied or that they will be suitable for any particular purpose or for use under any specific conditions. Notwithstanding that such purpose or conditions may be known or made known to the Seller (this being without prejudice to the generality of Clause 2.1).

#### 7.2

The Purchaser warrants that such goods do not infringe any patent registered design or other like protection or the provision of any statute statutory instrument or regulation. for the time being in force and the Purchaser will indemnify the Seller against any liability he may incur by reason of any such infringement.

#### 7.3

The Seller has the right to retain any drawings specifications or other documents supplied by the Purchaser.

### 8. FAILURE TO TAKE DELIVERY

If the Purchaser shall fail to take and pay for the goods within 7 days of notification that the goods have been completed for delivery, the Seller shall be at liberty to treat the contract as repudiated by the Purchaser and thereupon the deposit shall be forfeited without prejudice to the Seller's right to recover from the Purchaser by way of damages any loss or expense which the Seller may suffer or incur directly or indirectly by reason of the Purchaser's default.

### 9. PASSING OF PROPERTY AND RISK

The goods shall remain the property of the Seller until the price has been discharged in full. A cheque given by the Purchaser in payment shall not be treated as a discharge until the same has been cleared. The risk in the goods shall pass on delivery to the Purchaser.

### 10. PAYMENT

#### 10.1

Unless otherwise agreed payment must be made cash on delivery for goods and services provided.

#### 10.2

Parts and Service invoices must be settled within 30 days of invoice, including items covered by policy claim where the Purchaser has an approved account facility with the Seller.

### 11. NOTICES

Any notice given hereunder may be served personally or be left at the residence or place of business or registered office of the person to whom it is addressed, or may be sent by post, in which case notice shall be deemed to have been received in due course of post.

### 12. PART SALES

#### 12.1

**Parts ordered on a V.O.R basis or that are non stock items cannot be returned for credit.**

#### 12.2

Any stock item Parts returned, where the order has been correctly executed, will be subject to a 15% handling charge.

#### 12.3

Old core service exchange units must be returned within 14 days of date of invoice. Failure to do this will result in us being unable to raise the credit note, the surcharge will then become payable.

#### 12.4

All parts for credit must be returned within 14 days accompanied by the purchase invoice number - failure to do this will result in the credit note not being raised.

#### 12.5

All non credit transactions must be paid for on receipt or collection of goods. The Company accept most credit/debit cards, bankers draft or BACs payment. The Company reserves the right to refuse payment by cash or cheque.

#### 12.6

It is the purchaser's responsibility to ensure that goods received are signed for upon collection or receipt.

#### 12.7

Warranty parts must be returned with a copy of purchase invoice within 7 days.

### 13. INTERPRETATION

#### 13.1

This Contract shall be construed and operate in accordance with English Law and the Purchaser hereby submits himself to the jurisdiction of the English Courts.

#### 13.2

The headings to these conditions are for convenience or reference only and will not affect the meaning of anything contained herein.

### 14. SERVICE CHARGES FOR CASH CUSTOMERS

In the event of repairs being made to a customer's vehicle, 50% of the estimated cost of repair must be paid in advance. The balance must be paid in cash or by bankers draft on collection of the vehicle.

### 15. SERVICE SALES

#### 15.1

Any estimate submitted by the seller shall be provisional. The seller shall seek the authority of the customer for any substantial divergence from any estimate which he may give.

#### 15.2

The seller has the right:-

#### 15.2.1

To carry out such extra work, being incidental to the work described herein as may seem to him to be reasonably necessary and

#### 15.2.2

To sub-contract work to such competent repairers as he may think fit and

#### 15.2.3

To retain the vehicle under a lien for his charges and

#### 15.2.4

To sell the vehicle if the customer shall fail to collect it within 60 days of being notified that the repairs have been carried out. Upon such a sale the repairer shall pay the balance of the proceeds of sale to the customer after deducting his charges.

#### 15.2.5

To sell the vehicle as directed in 15.2.4. If the repairer is unable to make contact with the customer within 60 days of completion of the repair (Records of attempts to contact the customer will be held on file). Disposal will be initiated after all reasonable attempts are made to make contact with the customer by the repairer.

**Review November 2010**