

Carva Car & Van Ltd

Conditions of Sale

1. Quotations

No quotations given by Carva Car & Van Ltd. (hereunder called "The Company") shall amount to an offer constitute and invitation to treat only.

2. Orders

No order shall be binding on the Company until accepted by the company in writing. Should the Customer cancel or purport to cancel his order after it has been accepted by the Company (whether pursuant to the provisions of Clause 4 hereof or otherwise) then without prejudice to any other right or remedy it may have, the Company shall be entitled to require payment by the Customer of the amount of any cost and expenses the Company shall have incurred pursuant to the Customer's order. The Company may retain all or any part of any deposit paid by the Customer in satisfaction of diminution of any liability attaching to the Customer as a result of the cancellation of his order.

3. Delivery

- (i) The Customer will be notified in writing that the vehicle specified on the front hereof ("the vehicle") is ready for delivery and the Customer shall take delivery within seven days thereafter.
- (ii) If the customer fails to take delivery as aforesaid the Company shall be entitled to storage charges at the rate of £10.00 per day per vehicle while the Customer shall be in default, such charges to be added to and form part of the price of the vehicle. Should the Customer fail to take delivery within the period of fourteen days after notification that the vehicle is ready for delivery, the Company shall be entitled to cancel the contract by written notice to the customer and the provisions of Clause 2 above with regard to cancellation shall apply.
- (iii) The company will endeavour to deliver within the period specified in the quotation or acceptance of order but the Company shall not be liable for any delay in delivery or for any loss or damage caused thereby.

4. Price

- (i) If after accepting the Customer's order and before giving notice that the vehicle is ready for delivery the Company shall publish notice of an increase in the List Price (as that term is commonly interpreted in the motor vehicle industry) of the vehicle such as increased price may be notified become payable by the Customer, provided that the Customer shall be entitled to cancel his order by written notice of cancellation served on the Company within seven days after the date of notice increase.
- (ii) Provided that the Company may by arrangement designate the contract a Fixed Price Contract in which case the contract shall be exempted from paragraph (i) of the Clause.

5. Payment

- (i) The Customer shall pay for the vehicle when notified that the vehicle is ready for delivery. The Company may require the Customer to pay a deposit when he places his order.
- (ii) The property in the vehicle shall pass to the Customer when he pays the price in full and where the Customer pays in whole or part by cheque property shall not pass before the cheque is met on presentation.
- (iii) The Risk in the vehicle shall pass to the Customer on delivery.
- (iv) If at any time after the Customer takes possession of the vehicle the price or any part hereof remains unpaid, then without prejudice to any other right or remedy the Company may have, and notwithstanding in the case of an individual that a receiving order or bankruptcy order shall have been made against the Customer or in the event of the Customer being a company that winding up proceedings shall have been

commenced or a winding up order made against it or a receiver being appointed over the assets thereof, the Company may by notice to the Customer rescind the contract and may recover possession of the vehicle from the Customer or from whomsoever in whose hands the same may be, whereupon the Risk in the vehicle will revert to the Company.

6. Alterations and Specifications

- (i) The Company may without notice make such alterations in the design materials or dimensions of the vehicle as the Company shall consider desirable.
- (ii) Specifications, descriptions, photographs and illustrations published by the Company are for guidance only and shall not be binding.

7. Conditions and Warranties

- (i) In the contract between the Company and the Customer there shall be no term warranty or conditions as the merchantable quality of fitness for any purpose of goods express or implied and whether by operation of law or otherwise.
- (ii) Any servant or agent of the Company who shall drive or tow the vehicle at the request of the Customer shall indemnify the Company against all costs claims and expenses howsoever arising in connection with such request made by the customer.
- (iii) Provided that in the case of a consumer sale as defined by Section 55 of the Sale of Goods Act 1893 as amended by Section 4 of the Supply of Goods (Implied Terms) Act 1973 these conditions shall be subject to the provisions of Sections 13, 14 and 15 of the Sale of Goods Act 1893 as amended by Section 3 of the Supply of Goods (Implied Terms) Act 1973 and in the case of a consumer agreement as defined by Section 12 Sub section 6 of the Supply of Goods (Implied Terms) Act 1973 these conditions shall be subject to Sections 9, 10 and 11 or the Supply of Goods (Implied Terms) Act 1973.
- (iv) Paragraph (i) of this clause shall be without prejudice to the terms of the Company's Warranty Certificate supplied with the vehicle.

8. Cancellation and Suspension of the Contract

Should the Company be delayed in or prevented from making delivery by reason of strikes, lock outs, trade disputes, difficulty in obtaining labour or material, breakdown of machinery, accident, fire, force majeure, war, civil riot, requisitioning by government or any other circumstances outside the control of the Company the Company shall be at liberty to cancel or suspend the contract and shall not incur any liability for any loss or damage resulting to the Customer from such cancellation or suspension.

9. Errors

Any claims by the Customer against the Company in respect of errors in despatch or invoicing must be made within fourteen days after the date of the despatch note or invoice. After expiry of the said period of fourteen days any invoice or despatch note shall at the instance of the Company be deemed to be correct notwithstanding any error in favour of the Company.

10. Exhibitions and Competitions

- (i) The vehicle is sold on the condition that it shall not be:
 - (a) exhibited in the name of the Company at any exhibition held in Great Britain, Northern Ireland, the Channel Island and the Isle of Man other than exhibitions held by the Society of Motor Manufacturers and Traders Limited ("the Society") or held by its Bond Signers and approved by the Society or.
 - (b) used in the name of the Company in Europe in any competition competitive trail or collective demonstration unless approved by the Manufacturer, the Dealer or the Society.

- (ii) On each and every breach of these conditions, whether by the Customer or by a subsequent owner the customer shall pay to the Company the sum of £500 (or such other sum if any as the Company may be ordered to pay by the Society) as agreed and liquidated damages.
- (iii) If the Customer shall purchase the vehicle from the Company for the purpose of resale he shall obtain from the person or persons to whom he shall resell the goods an undertaking in the terms (mutatis mutandis) contained in sub paragraphs (i) and (ii) of this paragraph.

11. Corrupt Practices

The Company in no circumstances permits in relation to its business any act which might constitute an offence created by the Prevention of Corruption Acts 1889-1916 or by Sections 94 and 117 of the Local Government Act 1972.

12. Use of Vehicle

Unless specifically advised to the contrary the Company will be entitled to presume that the Buyer intends to use the vehicle for the ordinary type of use of which the particular type of vehicle is normally applied. No liability will be accepted by the Company for loss or damage suffered as a result of the vehicle being used for a purpose inconsistent with the above, nor for misuse in any other way.

13. Disputes and Interpretation

- (i) Any dispute as to the liability of the Company.
 - (a) for any alleged deficiency in design materials or workmanship of the vehicle.
 - (b) for any alleged variance between the goods and any description applied to the vehicle.
 - (c) pursuant to any warranty subject to which this vehicle is sold shall be referred to the decision of a single arbitrator to be nominated by both parties or in default thereof by the President for the time being of the Society of Motor Manufacturers and Traders Limited.
- (ii) The law applicable hereto shall be the law of England/Scotland.
- (iii) In these conditions the "vehicle" shall include vehicles, chassis, components and attachments, whether sold separately or together and 'price' shall include the entire amount payable by the Customer.
- (iv) Marginal notes are for the convenience only and shall not affect the construction of these conditions.

14. Notices

Any notices required to be given hereunder shall be given in writing and shall be deemed to be served the day following postage in a sealed envelope pre-paid addressed to the other party at his last known address.

15. Application of Conditions

These conditions shall apply to all businesses undertaken by the Company to the exclusion of any other conditions sought to be imposed on the Company by the Customer, whether notified to the Company before or after these conditions are notified to the Customer.

16. Age

In the case of an individual the Customer warrants that he is not less than eighteen years of age.

17. Hire Purchase Contracts

In any case where arrangement with the Customer and Company supplies the vehicle to a third party for the purpose of enabling the third party to supply the vehicle to the Customer, whether under the contract of hire purchase or otherwise, there shall be a collateral contract between the Company and the Customer to which these conditions shall apply mutatis mutandis.