

AFTERSALES TERMS AND CONDITIONS OF SALE

1. General and Definitions

- 1.1 These terms (the "Terms") are the only terms on which the Dealer by whom this form is used (the "Company" contracts with the Customer as named (the "Customer") and they shall govern the contract to the exclusion of any other terms and conditions.
- 1.2 "Goods" means all goods, parts or other things to be sold by the Company to the Customer whether or not supplied in conjunction with work.
- 1.3 "Work" means any work to be done by the Company whether by way of repairs, servicing, fitting or otherwise.
- 1.4 The Customer will be deemed to have accepted these Terms if he or his insurance company give instructions or place orders by any means for Work to be done or Goods to be supplied.
- 1.5 Any typographical, clerical or other error or omission in any estimate, order acceptance, invoice or other document issued by the Company shall be subject to correction without liability on the part of the Company.

2. Estimates and Prices

- 2.1 An estimate is a considered approximation of the likely cost involved and is valid for 14 days from its dispatch by the Company to the Customer. If the Customer or his agent deposits a vehicle with the Company for any estimate, a storage charge based on the Company's current rates will be made to the Customer from the 15th day after dispatch of the estimate by the Company unless it is accepted by the Customer within 12 days of such dispatch or the vehicle is removed by the Customer from the premises within that period.
- 2.2 Prices of Goods are those current at the time of the estimate and the Company reserves the right to increase such prices if the price to the Company is increased between preparing the estimate and obtaining the Goods.
- 2.3 Unless otherwise agreed in writing if it appears during progress of any work that the estimate will be exceeded by a significant amount the Company will not continue the work without further express permission (oral or written) from the Customer.

3. Uncompleted Works

- 3.1 If for any reason Work requested by the Customer is not carried out in full the Company will charge a reasonable amount for any Work actually done and the current price of any Goods supplied or fitted.

4. Variations

- 4.1 Any variation agreed between the Company and Customer in Work to be done or Goods to be supplied shall be deemed to be an amendment to this contract and shall not constitute a new contract.
- 4.2 No order which has been accepted by the Company may be cancelled by the Customer, except with the agreement of the Company and on the terms that the Customer indemnifies the Company in full against loss (including loss of profits), costs, damages, charges and expenses incurred by the Company as a result of cancellation.

5. Time

- 5.1 The Company will use its best efforts to do Work or supply Goods within any time period notified to the Customer but time shall not be of the essence and the Company will not be liable for delays.

6. Completion of Work and Payment

- 6.1 All goods shall be paid for upon delivery or in accordance with any credit terms agreed in advance.
- 6.2 Work shall be deemed complete when the Customer is advised by the Company. The Customer will pay the Company for all work done and goods supplied as well as any storage charges before any vehicle may be removed from the Company's premises.
- 6.3 If a vehicle is not collected by the Customer within seven days of the Customer being advised that work is completed the Company will charge for storage of the vehicle at its rates. The Company may sell the vehicle if the Customer fails to pay any monies due to the Company and collect the vehicle within 3 months of being notified that the work has been completed and of the Company's intention to proceed to sell it. Upon any such sale the Company shall pay the balance of the proceeds of the sale to the Customer after deducting all monies due to the Company (whether arising for the latest or an earlier bailment) and all costs of the sale.
- 6.4 Interest at the rate of 3% over Allied Irish Bank (GB) base rate from time to time (both before and after judgement) will be charged from the due date until payment.

7. Retention of Title and Risk

- 7.1 Goods supplied by the Company shall be at the Customer's risk immediately on delivery to the Customer or into custody on the Customer's behalf and the Customer should therefore be insured.
- 7.2 Property in the Goods supplied hereunder will pass to the Customer when those Goods and all other Goods the subject of any other contract between the Company and the Customer which at the time of payment of the full price of the Goods sold have been delivered to the Customer but not paid for in full, have been paid for in full.
- 7.3 Until full payment has been received by the Company the Customer shall hold the Goods supplied hereunder in a fiduciary capacity for the Company in a manner which enables them to be identified as the Goods of the Company and the Customer shall immediately return those Goods to the Company should it so request. All the normal incidents associated with a fiduciary relationship shall apply.
- 7.4 The Customer's rights to possession of the Goods supplied hereunder shall cease if, not being a Company, he does anything or fails to do anything which would entitle any person to present a petition for bankruptcy or being a Company, it does anything or fails to do anything which would entitle an administrator or administrator active receiver to take possession of any assets or would entitle any person to present a petition for winding up.
- 7.5 The Customer grants the Company an irrevocable licence to enter at any time any vehicles or premises owned or occupied by the Customer or in its possession for the purpose of repossessing and removing any Goods supplied the property in which has remained in the Company.
- 7.6 Notwithstanding 7.3, the Customer shall be permitted to sell the Goods supplied hereunder to third parties in the normal course of business. In this respect the Customer shall act in the capacity of a commission agent and the

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proceeds of any such sale shall be held in trust for the Company in a manner which enables the proceeds to be identified as such. The Company as principal shall remunerate the Customer as commission agent by a commission being the surplus which the commission agent can obtain in excess of the contract price of the Goods.

7.7 If any provision of this clause 7 or any part thereof is held by any Court or other competent authority to be void or unenforceable in whole or part, this clause 7 shall continue to be valid as to the other provisions thereof and the remainder of the affected provisions.

8. Delivery

8.1 Unless otherwise agreed in writing delivery of goods shall be ex the Company's premises.

9. Loss, Damage and Liability

9.1 The Company is only responsible for loss or damage to any vehicle or its accessories or contents caused by the negligence of the Company or its employees. Except in respect of death or personal injury, the liability of the Company to the Customer for any direct loss, damage, costs or expense shall be limited to £1,000,000 in respect of any one event or series of connect events. The Customer is strongly advised to remove any items of value not related to the vehicle and in respect of any loss or damage not the responsibility of the Company must rely on his own insurance.

9.2 Except in respect of death or personal injury caused by the Company's negligence the Company shall not be liable to the Customer by reason or representation, or any implied warranty, condition or other term or any duty at common law, or under these Terms for any consequential loss or damage (whether for loss of profits or otherwise), costs or expenses whatsoever (and whether caused by negligence of the Company, its employees, agents or otherwise) arising out of or in connection with the supply of the Goods or the provision of the Works, or their use or re-sale by the Customer, except as expressly stated in these Terms.

9.3 The Company shall not be liable to the Customer or be deemed to be in breach of contract by reason of any delay in performing or any failure to perform any of its obligation, if the delay or failure is due to any cause beyond the Company's reasonable control.

10. Replaced Parts

10.1 All parts replaced during any work done, except those to be returned under warranty or service exchange arrangements will be retained by the Company until the vehicle is collected. If the Customer does not specifically ask to have such replaced parts when collecting the vehicle, then they will become the property of the Company to dispose of as it deems fit.

11. Returned Goods

11.1 Goods will be accepted back for credit provided that the Customer returns the Goods (in the same condition as when supplied) within 5 working days of delivery, the original invoice produced, the Customer pays the Company's current handling charges for returned Goods and the Goods were not specifically ordered by the Customer.

11.2 Save as above Goods will not be accepted back by the Company.

12. Sub Contracting

12.1 The Company shall be entitled to carry out its obligations under this Contract by sub-contractors but shall be responsible for quality of their work.

13. Health and Safety

13.1 The instructions used, cautionary notice and other technical notices and information as supplied to the Customer with the Goods must be observed.

14. Warranty

14.1 In respect of any parts fitted r other Goods, the Company assigns to the Customer the benefits of the applicable manufacturers' warranty. The Company warrants its Work free of defects in workmanship for a period of 3 months or 3,000 miles whichever occurs sooner, from the date of completion of the work.

14.2 No warranty will apply if and to the extent that a defect is caused or worsened by one or more of the following, namely (a) a failure to inform the Company of the defect or to have it examined by the Company and a failure to give the Company the opportunity to remedy it; (b) if the Goods have been subject to misuse, negligence or accident or used in a vehicle for racing, rallying or similar sports; (c) the installation of a part into Goods, the use of which has not been approved or the alteration of Goods in a manner not approved; (d) non-adherence to instructions concerning the treatment, maintenance and care of the Goods or failure to have the relevant vehicle serviced in accordance with recommendations; or (e) the repair or maintenance of the Goods by a person other than a Dealer or a person authorised by Limited.

14.3 If the Work includes painting then if the metal to be painted is rusted every reasonable precaution will be taken to prevent rust penetrating the paint after completion of the Work but no warranty can be given in this respect or to the effect that the new paintwork will match existing paintwork exactly.

14.4 The warranties in 14.1 above are in addition to any other remedies the Customer may have under the Contract.

15. Notices and General

15.1 All written notices given by the Company to the Customer shall take effect 24 hours after being dispatched in the normal course of post to the Customer address shown overleaf, or immediately upon delivery by hand.

15.2 No waiver by the Company of any breach shall be considered as a waiver of any subsequent breach of the same or any other provision.

15.3 This contract shall be governed by the laws of Scotland.

NOTHING CONTAINED HEREIN SHALL AFFECT THE STATUTORY RIGHTS OF A CONSUMER