

Definitions:

1. "Seller": the entity responsible for vending goods to the recipient.
2. "Recipient": the individual or entity entering into an agreement for the acquisition of goods and services from the Seller.
3. "End-user": a Recipient who, for the purpose of purchase, operates predominantly outside their commercial or professional capacity.
4. "Merchandise": encompasses all vehicles, as defined, or any other items sold by the Seller to the Recipient.
5. "Vehicle": pertains to any automobile, truck, van, trailer, caravan, mobility vehicle, motorcycle, and all accompanying accessories and components.

Complete Agreement: These stipulations constitute the entire agreement between the Seller and the Recipient and constitute a legally binding transaction. Any alterations must be mutually agreed upon in writing by both parties.

Interpretation: The use of singular terms herein shall also apply to the plural, and references to gender shall be inclusive of all genders and business entities where appropriate.

Enforceability: Should any provision within this agreement be deemed unenforceable, the remaining clauses shall remain in full force and effect. By purchasing the vehicle, it is understood that the Recipient accepts all terms outlined within this comprehensive agreement.

Pre-owned Merchandise: In instances where the Seller provides pre-owned goods, the vehicle is supplied in a roadworthy condition upon delivery. For consumer transactions (as defined by Sale of Goods Legislation):

- The sale is subject to any implicit conditions or warranties mandated by Sale of Goods Legislation or its amendments.
- Prior to payment, the Recipient must inspect the Vehicle. It is noted that conditions of satisfactory quality and fitness for purpose, as implied by Sale of Goods Legislation, do not cover defects ascertainable through examination. If the Goods are sold with defects disclosed by the Seller before agreement, implied conditions of quality and fitness for purpose do not apply to those defects.
- Except in consumer transactions, all statements, conditions, or warranties regarding Goods quality or fitness for any purpose, whether express or implied by law or otherwise, are expressly disclaimed.
- Manufacturer warranties automatically transfer to the Recipient. Any alterations agreed upon between the Seller and the Recipient regarding Goods supplied shall constitute an amendment to this Contract, not a new contract, and must be in writing via email or letter.

Standard Warranty: The standard Seller's warranty period is 28 days, with no option for purchasing the extended warranty at the later date.

Extended Warranty Disclaimer: Upon purchasing or accepting the extended warranty in the agreement between Seller and Recipient, the Recipient relinquishes any claims against the Seller, all claims for any defects or technical issues are then directed to the extended warranty company.

Additional provisions regarding product return: The Seller reserves the right to refuse product return if the Buyer decides to personally inspect the vehicle in a garage belonging to third parties without prior written consent from the Seller. In the event that the Buyer opts to purchase extended warranty, they are entitled to conduct additional vehicle inspections in accordance with the terms specified within said warranty, provided that such inspections adhere to the Seller's policies. Should a defect or technical issue arise with the vehicle within the standard warranty period of 28 days, the Buyer is obligated to return or deliver the vehicle to the Seller at their own expense. In the case of purchasing extended warranty, any claims related to defects or technical issues shall be subject to the terms established by the provider of the extended warranty.

Title Retention and Risk: Risk of damage or loss of Goods transfers to the Recipient upon delivery or collection by the Recipient or their authorized representative. It is the Recipient's responsibility to ensure adequate insurance coverage upon taking possession of the vehicle. The Seller assumes no liability for claims made against the vehicle post-possession by the Recipient.

Payment: The Recipient is obligated to make immediate full payment upon notification from the Seller that Goods are available for delivery or collection. The Seller may demand a deposit upon placement of the Goods order, and the order will not proceed until the deposit is paid in full.

Payment Acknowledgement: Upon payment in full, the Recipient acknowledges acceptance of Seller terms and conditions.

Non-refundable Deposit Policy: In the event of non-receipt or cancellation of the vehicle by the Recipient, the deposit is non-refundable.

Delivery Location: Unless otherwise agreed upon in writing, Goods delivery shall occur at the Seller's premises.

Trade-in: If the Seller agrees to accept a used Vehicle as partial payment for Goods, the following conditions apply:

- The Seller accepts the used vehicle based on warranties provided by the Recipient, including but not limited to age, mileage, and condition.
- The used Vehicle must be owned outright by the Recipient and free from any encumbrances.
- If the used vehicle is subject to a hire purchase or similar agreement, the allowance shall be adjusted accordingly.
- If the used vehicle was examined by the Seller before acceptance of the order, it must be delivered in the same condition as at the time of examination (excepting fair wear and tear).

- The used vehicle must be delivered to the Seller within 14 days of notification that the Goods are available for delivery.
- Failure to meet conditions may relieve the Seller of any obligation to accept the used Vehicle or make any allowance, requiring the Recipient to pay the full price in cash for the Goods.

Contractual Authority: Goods ordered by or for the Recipient's employees or anyone reasonably believed to be the Recipient's agent, or by anyone authorized to receive vehicle delivery, must be paid for by the Recipient.

Remote Sales: If the Recipient acts as an End-user, and if this Agreement is completed away from the Seller's premises without face-to-face interaction, the Recipient has the right to cancel this Agreement within 14 days without cause. The cancellation period expires 14 days after receiving or acquiring physical possession of the Goods. To cancel, the Recipient must notify the Seller in writing. Reimbursement will be made within 14 days of Goods return or evidence of return. The Recipient bears the cost of return.

Storage Charges: The Seller reserves the right to impose reasonable daily storage charges for the Recipient's vehicles.

Dispute Resolution: If internal resolution fails, the Recipient may seek resolution through Alternative Dispute Resolution (ADR). For non-financial matters, the National Conciliation Service may be approached. For financial matters, the Financial Ombudsman Service is available. This Agreement is governed by English law and subject to the exclusive jurisdiction of English Courts if ADR fails.