



Greenwing Motors

Quality Used Car Sales

Terms & Conditions for the Supply and Purchase of Vehicles

1. CONTRACT

(a) The order for sale of a motor vehicle by us ("Greenwing Motor Co Ltd") at the agreed price ("the Total Retail Price") and any allowance in respect of a used motor vehicle offered by you ("the Customer") incorporates the following clauses and only becomes binding after being accepted by Greenwing Motors.

(b) The order (except where varied by an agreement between the parties, which is recorded in writing and signed by an authorised representative of Greenwing Motors) shall constitute the entire contract between the parties.

(c) The Customer acknowledges that in the case of the Goods being a second-hand vehicle the Goods will be sold:

- (i) subject to such wear and tear as is reasonable for a vehicle of its age, type, usage and mileage; and
- (ii) subject to paintwork and/or bodywork repairs that may have been carried out to it.

2. Collection

(a) Collection shall be deemed to have been made on the date that the Goods are made available for Customer and Greenwing Motors has given 5 days notice to the Customer that the Goods are ready for collection. The Goods will be physically delivered by Greenwing Motors to the Customer only where agreed by Greenwing Motors and at the Customer's cost.

(b) Greenwing Motors may at any time cancel the contract if Greenwing Motors unable to supply any option or accessory, whether factory fitted or otherwise, Greenwing Motors may at its discretion either substitute a reasonable equivalent or delete the option or accessory from the contract. If any accessory is deleted the purchase price shall be adjusted by the price thereof. The inability of Greenwing Motors to supply an option or accessory shall not constitute a breach of contract or entitle the Customer to reject the Goods.

3. PRICE AND PAYMENT

(a) The Customer shall not be permitted to collect and take away the Goods until the Total Retail Price of the Goods as stated overleaf has been discharged in full (without set-off or counterclaim) unless this condition has been expressly excluded in writing by an authorised representative of Greenwing Motors. Time of payment shall be of the essence.

(b) If the Total Retail Price or any part of the price for the Goods is to be paid by bankers draft (subject to Greenwing Motors being given an opportunity to confirm the validity of such draft) or building society cheque then prior notice of such payment shall be made to Greenwing Motors and the payment must be paid to Greenwing Motors at least five banking days in advance of the estimated collection date. A banker draft or cheque given in payment or part payment shall not be treated as a discharge until the same has been cleared.

(c) If the Total Retail Price or any part of the price for the Goods is to be paid by cash (the maximum amount of a cash payment that is permissible being £5,000 in value).

4. FAILURE TO COLLECT GOODS

If the Customer shall fail to collect and/or pay for the Goods within 7 days of collection, Greenwing Motors may at its option either store the Goods at the Customer's cost or, upon giving the Customer 5 days notice of its intention to do so, elect to treat the contract as repudiated by the Customer and thereupon any sums paid by the Customer shall be returned less a sum of deposit and equivalent to a reasonable administration fee, any damages, loss or expenses which Greenwing Motors may have suffered or incurred by reason of the Customer's default (including as a result of selling such vehicle at a lower value) and/or storage costs and Greenwing Motors shall be under no further liability to the Customer. Greenwing Motors may, at its option following such repudiation elect to return any part-exchange vehicle or to retain it at any agreed trade-in price (in which case the agreed trade-in price shall be treated as part of the sums paid for the purpose of this clause).

5. PART EXCHANGE

In the event that Greenwing Motors agrees to accept a used motor vehicle from the Customer as partial payment of the Total Retail Price ("Allowance") such agreement shall be subject to any declarations made on the face of the order or purchase invoice and the following conditions:

(a) the Customer warrants that:

- (i) the Customer has good title to the used motor vehicle;
- (ii) it is unencumbered by any third party interest whatsoever; or

- (iii) the Customer has declared all encumbrances or interests to which the used motor vehicle is subject;
 - (iv) the particulars of the used motor vehicle given by the Customer are correct and that so far as the Customer is aware the mile meter reading is accurate;
 - (v) other than as declared by the Customer and so far as the Customer is aware the used motor vehicle has not been the subject of any accident or any other damage of whatsoever nature and howsoever caused or any insurance claims or total loss claims;
 - (vi) other than as declared by the Customer the used motor vehicle was first supplied by the manufacturer's official distributor for the UK;
 - (vii) other than as declared by the Customer the date of first registration on the registration documents is the date on which the used motor vehicle was new and first used;
 - (viii) other than as declared by the Customer the used motor vehicle has not had any performance upgrades, non manufacturer approved accessories or alterations contrary to the manufacturer's specifications;
 - (ix) the used motor vehicle is type approved.
- (b) if any encumbrances or interests are capable of cash settlement Greenwing Motors may elect to discharge such interests and deduct expenditure from the exchange value offered;
- (c) the used motor vehicle will be delivered in the same condition as at the date it was examined by Greenwing Motors (fair wear and tear excepted);
- (d) the used motor vehicle shall be delivered to Greenwing Motors upon collection of the Goods together with all spare key sets, spare alarm remotes, registration documents, service documentation, MOT certificate, service invoices, warranty documentation and all other appropriate documentation and with the registration book completed and for the avoidance of doubt the Customer shall not be permitted to collect the Goods until the used motor vehicle shall have been delivered to Greenwing Motors;
- (e) title to the used motor vehicle shall pass absolutely on delivery to Greenwing Motors;
- (f) the exchange value quoted by Greenwing Motors shall be binding on Greenwing Motors for one calendar month from the date of the order, unless a different period is stipulated in the order. If the exchange value is no longer binding on Greenwing Motors when the Goods are ready for delivery, Greenwing Motors will give a current figure for the value of such part-exchange, at which point the Customer will have the option to accept the revised part-exchange value or not to part-exchange such used motor vehicle, provided always that the Customer shall still be obliged to purchase the Goods;
- (g) in the event that any of the warranties in clause 5(a) prove to be untrue or there is a breach of clause 5(c), Greenwing Motors shall be entitled to revise the Allowance to take account of such breach and where there is a reduction in the Allowance the Customer shall be liable to pay the difference between the original and reduced Allowances to ensure payment of the Total Retail Price of the Goods in accordance with clause 3 of these terms and conditions.

6. CHERISHED NUMBER PLATE

Where the Goods have a personalised or cherished number plate, unless stated on the face of the order, the Customer shall not be entitled to assume that such number plate is available with the Goods and the Customer will provide all reasonable assistance to Greenwing Motors to facilitate transfer of the registration.

8. WARRANTY

(a) Greenwing Motors shall use all reasonable endeavours to pass the benefit of three months Warrantywise cover on to the Customer. The warranty does not apply if and to the extent that the defect is caused or worsened by one of the following circumstances:

- (i) after discovering the defect the Customer has failed either to inform Warrantywise or to have the defect examined by a Dealer without reasonable delay;
- (ii) has failed to give a Dealer the option to repair the Goods without reasonable delay;
- (iii) the Goods or any part thereof have been subject to misuse, negligence, or accident or use for racing or similar sports;
- (iv) if the Goods have been repaired or maintained and that repair or maintenance has not been carried out by or through a Dealer and/or to the manufacturer's recommendations;
- (v) parts have been installed into the Goods the use of which have not been approved by the manufacturer or if the Goods have been altered or modified in a manner not approved by the manufacturer;
- (vi) instructions concerning the treatment, maintenance and care of the Goods have not been adhered to.

9. EXAMINATION OF GOODS AND RELIANCE

(a) Prior to signing the order form the Customer shall examine the Goods to be purchased (if such are available for inspection) and the Customer is reminded that the condition of satisfactory quality implied by legislation does not operate in relation to such defects which such an examination ought to reveal. If the Goods are sold subject to defects and have been notified by Greenwing Motors to the Customer before the signing of the contract, the condition of satisfactory quality referred to above does not operate in relation to those defects.

(b) The Customer confirms that it has satisfied itself as to the suitability of the Goods for its requirements and has not relied upon Greenwing Motor's skill or knowledge regarding the Goods' fitness for any particular purpose or use.

10. CLAIMS

Without prejudice to the terms of the Warrantywise warranty cover, where any valid claim in respect of the Goods which is based on any defect in the quality or condition of the Goods based on materials or workmanship or their failure to meet the specification is notified to Greenwing Motors, Greenwing Motors shall be entitled at its sole discretion either to replace or repair the Goods (or the part in question) free of charge or to refund to the Customer the price of the Goods (or a proportion part of the price), but Greenwing Motors shall have no further liability to the Customer. Greenwing Motors will not be liable where any defect results from or is worsened by one of the following circumstances:-

- (a) after discovering the defect the Customer has failed either to inform Greenwing Motors or to have the defect examined by a Dealer without reasonable delay;
- (b) has failed to give a Dealer the option to repair the Goods without reasonable delay;
- (c) the Goods or any part thereof have been subject to misuse, negligence, or accident or use for racing or similar sports;
- (d) the Goods have been repaired or maintained and that repair or maintenance has not been carried out by or through a Dealer and/or to the manufacturer's recommendations;
- (e) parts have been installed into the Goods the use of which have not been approved by the manufacturer or if the vehicle has been altered or modified in a manner not approved by the manufacturer;
- (f) instructions concerning the treatment, maintenance and care of the Goods have not been adhered to;
- (g) wear and tear.

11. CONSUMER TRANSACTIONS

Where the Goods are sold under a consumer transaction as defined by the Consumer Transactions (restriction on statements) Order 1976 the statutory rights of the Customer are not affected by any of these terms and conditions.

12. SALE TO INTERMEDIARIES OR THIRD PARTIES

The Customer confirms that it is not purchasing the Goods as an intermediary or reseller unless specifically agreed by Greenwing Motors to the contrary. Greenwing Motors may, at its discretion refuse to change the Customer's details or identity on the order or register the Goods to anybody other than the Customer.

13. FINANCE

Notwithstanding the provisions of this contract the Customer may, within 7 days of receipt of notification that the Goods are ready for delivery arrange for a finance company to purchase the Goods from Greenwing Motors at the price payable hereunder. Greenwing Motors shall not release the Goods until the Total Retail Price has been discharged in full, including receipt of cleared funds from the said finance company.

14. NOTICES

Any notice that is given hereunder may be given in writing, by electronic mail or communicated verbally. Notices in writing shall be posted or faxed to the residence or place of business of the person to whom it is addressed and shall be deemed to have been received, in the case of facsimile or electronic mail on the day of transmission and in the case of notice given by post, within two days of posting.

15. WAIVER

Any waiver by Greenwing Motors or Customer of any breach of contract by the other shall be in writing and shall not be construed as a waiver of any subsequent breach of the same or of any other provision. Without prejudice to the generality of the foregoing, failure by either party to enforce at any time or for any period any one or more of the conditions shall not be a waiver of them or of the right at any time subsequently to enforce all of them.

16. INVALIDITY OF THESE TERMS

If any provisions of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the remaining provisions of these terms and conditions and the remainder of the provision in question shall not be affected thereby. As far as it is possible to do so any clause that is in whole or in part invalid or unenforceable shall be interpreted with the minimum possible amendment so that the clause or part thereof is found to be valid and/or enforceable and gives effect as far as possible to the previously expressed intention of the clause.

17. APPLICABLE LAW

This contract shall be governed by the Laws of England and Wales and the parties shall submit to the jurisdiction of the English Courts.

18. THIRD PARTY RIGHTS

No person who is not a party to the contract may in its own right enforce any terms of the contract provided that this clause shall not affect any right of action of any person to whom this contract is lawfully assigned.

19. RETENTION OF TITLE

- (a) Notwithstanding delivery, collection and/or the passing of risk in the Goods, or any other provision of these terms and conditions, the property in the Goods shall not pass to the Customer until the Total Retail Price has been discharged in full and, in the case of a payment by cheque, the cheque has been cleared.
- (b) Until such time as the property in the Goods passes, the Customer shall keep the Goods properly stored, protected and insured and identified as Greenwing Motors property.
- (c) Until such time as the property in the Goods passes to the Customer, Greenwing Motors shall be entitled at any time to require the Customer to deliver up the Goods to Greenwing Motors and if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods.
- (d) The Customer shall not be entitled to sell, pledge or in any way charge by way of security for any indebtedness any Goods which remain the property of Greenwing Motors, but if the Customer does so all monies owing by the Customer to Greenwing Motors shall (without prejudice to any other right or remedy of Sytner) forthwith, become due and payable.

21. CANCELLATION

Except as provided by law, or under clauses 2(c), 7(a)(iii) or 23 of these terms and conditions, no order which has been accepted by Greenwing Motors may be cancelled by the Customer except with the agreement in writing of Greenwing Motors and on terms that the Customer's deposit shall be forfeit and further that the Customer shall indemnify Greenwing Motors in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by Greenwing Motors as a result of cancellation.

23. DEFECTIVE GOODS

Without prejudice to clause 8 above any claim by the Customer which is based on any defect in the quality or

condition of the Goods on delivery or their failure to correspond with specification shall (whether or not delivery is refused by the Customer) be notified to Greenwing Motors within 14 days from the date of collection of the Goods as the case may be or (where the defect or failure is not apparent upon reasonable inspection) within a reasonable time after the discovery of the defect or failure. If delivery is not refused, and the Customer does not notify Greenwing Motors as above the Customer shall be deemed to have accepted the Goods.

24. LIABILITY

Except in respect of death or personal injury caused by Greenwing Motor's negligence, or any loss caused by the fraud of Greenwing Motors, Greenwing Motors shall not be liable to the Customer by reason of any representation, or any implied warranty, condition or other terms, or any duty at common law, or under the express terms of this contract, for any:

- (a) loss or damage incurred by the Customer as a result of third party claims;
- (b) loss of actual or anticipated profits;
- (c) loss of business opportunity;
- (d) loss of anticipated savings;
- (e) loss of goodwill;
- (f) injury to reputation;
- (g) any indirect, special or consequential loss or damage howsoever caused even if Greenwing Motors was advised of the possibility of them in advance; or
- (h) any direct or indirect loss or disappointment caused by the cancellation of the contract.

which arise out of or in connection with the supply of the Goods or their resale by the Customer, except as expressly provided in these terms and conditions. Nothing in this clause shall operate to restrict or exclude Greenwing Motor's liability or limit the Customer's rights in any way that cannot be restricted, excluded or limited by law.

25. FORCE MAJEURE

Greenwing Motors shall not be liable to the Customer or be deemed to be in breach of the contract for reason of any delay in performing or any failure to perform, any of Greenwing Motor's obligations in respect of the Goods, if the delay or failure was due to any cause beyond Greenwing Motor's reasonable control including (without limitation) any failure to deliver the Goods occasioned by strikes, inclement weather, civil unrest, an inability to obtain the Goods from the importer or from the manufacturer. However nothing in this clause shall prevent the Customer from being liable for a failure to raise the Total Retail Price.

26. TERMINATION/SUSPENSION

(a) This clause applies if:

- (i) the Customer (being a company) makes any voluntary arrangement with its creditors or becomes subject to an administration order or has an administrative receiver appointed or goes into insolvent liquidation or (being a partnership) becomes wound-up or a receiver is appointed or enters into an individual voluntary arrangement; or
- (ii) the Customer (being an individual) enters into an arrangement, compromise or composition in satisfaction of debts with his creditors or a bankruptcy;
- (iii) an encumbrance takes possession of any of the property or assets of the Customer;
- (iv) Greenwing Motors reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer accordingly;
- (v) Greenwing Motors has reasonable cause to believe that the Customer will be unable to meet its financial obligations in respect of this agreement.
- (vi) Greenwing Motors becomes aware that the Customer is in breach of clause 12;
- (vii) the Customer is in material breach of any obligations under the contract.

(b) If this clause applies, without prejudice to any other right or remedy available to Greenwing Motors, Greenwing Motors shall be entitled to cancel this contract or suspend delivery under this contract and forfeit any deposit paid by the Customer without any liability to the Customer, and if the Goods shall have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

27. AUTHORITY

The Customer shall be deemed to be personally liable for the contract even though he shall hold himself out as acting as agent for a principal and despite him having purported to sign the order form overleaf in a representative capacity so that their liability shall be joint and several. The Customer warrants that he has the authority to bind the principal to the contract as agent on its behalf.

28. DATA

Greenwing Motors shall keep and use any data relating to the Customer in accordance with the provisions of all relevant data protection legislation and the Customer consents to such data being kept and used for appropriate purposes, including informing the Customer of any offers or other matters of interest from time to time.