

ACORN TRUCK SALES LIMITED - TERMS AND CONDITIONS OF BUSINESS

VEHICLE SALES

- Definitions:** 1 Contract shall mean a contract between the Seller and the Customer for the sale and purchase of vehicles subject to the following provisions:
Manufacturer shall mean the manufacturer of the vehicle to which this Contract relates,
Order Form shall mean the Seller's standard form for use by the Customer(s) when placing an order to purchase a vehicle(s).
Seller shall mean ACORN TRUCK SALES Limited.
Customer shall mean a purchaser of a vehicle.
- Payment:** 2 The balance payable hereunder (or, if applicable, the sum required to complete any deposit to a finance company) shall be paid prior to delivery. Payment shall be made in cash or such other cleared funds as the Seller decides.
- Delivery:** 3 Delivery shall be at the Seller's premises within seven days of notification to the Customer that the vehicle is ready for delivery, but delivery will not take place until the Customer has made full payment of all sums due hereunder. The vehicle and other articles ordered (the "Accessories") will remain the property of the Seller until the price has been discharged in full. The allowance relating to any vehicle agreed to be taken in part exchange (the "Exchange Vehicle") shall not be treated as a discharge unless legal title in the Exchange Vehicle is vested in the Customer and a Finance Company's interest therein fully discharged.
- Delay in Delivery:** 4 (a) Should the vehicle and Accessories not be delivered within six months of the desired delivery date the Customer may by giving written notice to the Seller cancel this Contract and thereupon the deposit paid hereunder by the Customer shall be returnable in full.
(b) The Seller will use reasonable endeavours to deliver the vehicle and the Accessories on the desired delivery date but shall be under no liability whatsoever for loss occasioned by delay in delivery or non-delivery.
- Forfeiture of Deposit:** 5 If the Customer fails to take delivery of and pay in full for the vehicle and accessories within 7 days of notification under Clause 3 the Seller may treat the Contract as repudiated by the Customer and at its option retain the deposit or part thereof without prejudice to the Seller's right to recover from the Customer by way of damages any loss or expense which the Seller may suffer or incur by reason of the Customer's default and the Seller shall be entitled to dispose of the vehicle and the Accessories as it thinks fit and shall not be under any liability to account to the Customer for the price received therefore or for any deposit.
- Tax Changes:** 6 If after the date of this Contract and before delivery to the Customer there shall be any alteration in the amount of any Taxes payable in respect of the vehicle or any of the Accessories or the sale thereof, the Seller shall give notice of such alteration to the Customer and:
(a) In the event that the alteration is an increase the Customer may cancel this Contract by sending to the Seller a written counter notice within seven days of receipt of the Seller's notice and when such notice is received by the Seller any deposit paid hereunder by the Customer shall be returnable in full. If the Customer does not give such counter notice the price on the Order Form shall be increased by the amount of such increase and this Contract shall remain in full force and effect.
(b) in the event that any such alteration is a reduction, the price stated on the Order Form shall be reduced by the amount of such reduction.
- Price Changes:** 7 The Customer's order for a new vehicle is often protected against the effect of manufacturer price changes, subject to the provisions of that manufacturer's Price Protection Plan, full details of which are available from the Seller. The following shall apply in the event that the provisions of the manufacturer's Price Protection Plan are not met: if after the date of this Contract and before delivery to the Customer the manufacturer's recommended price for the vehicle or any Accessories (exclusive of taxes)
(a) shall be reduced below the stated price thereof as stated on the Order Form there shall be substituted for the price of such vehicle or Accessories on the Order Form such reduced price (not exceeding the manufacturer's reduced recommended price) as is notified by the Seller to the Customer.
(b) shall be increased the Seller shall be entitled to give notice of the amount of such increase to the Customer who in such event may cancel this Contract by counter notice in writing within seven days of receipt of the Seller's notice. If the Customer does not give such counter notice the stated price on the Order Form shall be deemed to be increased by the amount of such increase and this Contract shall remain in full force and effect. If the Customer does give notice the Seller shall return to the Customer in full any deposit paid hereunder and such shall be in full settlement of all claims the Customer may have in respect of this Contract.
- Change in Model or Specification:** 8 (a) If the Seller shall be unable to supply a vehicle of the model specified on the Order Form by reason of the manufacturer ceasing to produce or accept orders for vehicles of that model he shall give notice thereof in writing to the Customer whereupon the Customer shall have the right to be exercised by notice in writing to the Seller within seven days thereafter to require this Contract to be amended by substituting on the Order Form in place of the existing model and the price therefore therein specified, another model then currently produced by the same manufacturer at such price (not exceeding the then current recommended price of such model) as is currently quoted by the Seller for such model. If the Customer shall give to the Seller such notice this Contract shall be amended accordingly and shall continue in full force and effect as so amended, any necessary adjustments to the amount of the deposit being made between the parties.
(b) In the event of the Customer failing to give such notice in the time specified above the Seller will return to the Customer the amount of the deposit and this Contract shall forthwith determine and become null and void without any liability whatsoever on the part of the seller other than the returning of the deposit.
(c) No variation by the manufacturer in the specification(s) or equipment of the vehicle described on the Order Form shall (except insofar as such variation affects a description of the vehicle for the purposes of Section 13 of the Sale of Goods Act 1979) invalidate this Contract or impose on the Seller any liability whatsoever.
- Trading In:** 9 Where the Seller agrees to allow part of the price of the vehicle and Accessories to be met by an Exchange Vehicle the same shall be delivered to and accepted by the Seller on the following conditions that:
(a) it shall be delivered to the Seller in the same condition (fair wear and tear excepted) as when examined and valued by the Seller,
(b) where the Exchange Vehicle is the subject of any credit agreement the Seller shall be entitled to pay such outstanding sums to the Finance Company as will with the consent of that company, fully discharge such agreement. The allowance given by the Seller to the Customer for the Exchange Vehicle shall be reduced by the amounts paid,
(c) if this Contract shall be cancelled for any reason after the Exchange Vehicle has been delivered to the Seller and the Seller shall have sold the same the Customer shall (as the case may be) entitled to the profit or bear the loss on such sale (after due allowance for the Seller's reasonable handling expenses).
- Changes in Exchange Vehicle Values:** 10 If between the date of the Contract and the date of delivery of the vehicle and Accessories to the Customer there shall be any change (considered by the Seller to be material) in the value of the Exchange Vehicle for any reason whatsoever including (but not only):
(a) a change in the condition of the Exchange Vehicle or
(b) a change in market conditions or
(c) a change in any relevant taxes or
(d) a change in statutory provisions regarding Hire Purchase, Credit Sale, Conditional Sale or
(e) any other financial measures enacted or announced by HM Government
then the seller shall notify the Customer of the change and the agreed allowance stated on the Order Form shall then not be binding on either party and the Seller shall not be bound to purchase and the Customer shall not be bound to sell the Exchange Vehicle identified therein unless a revised allowance shall have been agreed. In addition, the Customer shall not be bound to purchase and the Seller shall not be bound to sell the new vehicle identified on the Order Form unless a revised allowance for the Exchange Vehicle shall have been agreed. In the absence of such agreement this Contract shall be terminated without any liability on the Seller other than to refund to the Customer any deposit paid hereunder.
- Customer's Undertakings:** 11 The Customer undertakes that he will not resell it as a new vehicle in the course of any business carried on by him/her.
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- Retail Customer's Rights:** If the Retail Customer believes that on or after delivery there are any defects in the vehicle he will give the Seller every reasonable opportunity to examine and rectify such defects (if any) in accordance with the terms of the Manufacturer's New Vehicle Warranty applicable to the vehicle full details of which will be found in the Owner's Handbook issued with the vehicle.
- Notices:** 13 Any notice given hereunder may be served personally or left at the last known residence or place of business of the person to whom it is addressed or may be sent by first class post, in which case notice shall be deemed to have been received on the first working day after posting.
- Authority of Seller:** 14 Neither the Seller nor any servant, employee or other person for whose acts he may be responsible has any authority or right to bind the manufacturer or to assume any obligation express or implied upon its behalf.
- Entire Agreement:** 15 This Contract contains the entire agreement between the parties and supersedes and takes precedence over all and any other representations warranties or statements whether or not in writing made for or on behalf of the Seller.

OTHER SERVICES

Besides vehicle sales, we also sell parts and provide other services. For the sale of parts and the provision of services, customers are to make payment at the point of delivery unless we have first agreed to sell the parts or provide services under our usual terms of credit.

The following represents some key terms of these services. The full Terms and Conditions are available on request.

- Parts:** 1 Parts are sold subject to the manufacturer's standard terms of warranty. We are not bound by any other warranty, condition, representation or guarantee and the same are excluded to the maximum extent permitted by law.
We shall not be liable for any loss or damage arising out of or in connection with the supply of faulty parts.
- Services:** 2 Where vehicles are left on our premises for servicing:
(a) we shall not be liable for any loss or damage to items left inside the vehicle.
(b) customers who fail to collect their vehicles once servicing is completed will be charged £50 per day for storage.
We shall use reasonable endeavours to correct problems caused by defective workmanship by our employees or sub-contractors. We shall not be liable for any losses while vehicles are in our care.
- Hire:** 3 Vehicle hire is covered by separate Terms and Conditions of Business.

Any complaints to the Company will be acknowledged within five working days from date of receipt and will be handled in line with the Company's Complaints Procedure (available on request).