

TERMS & CONDITIONS FOR SERVICING, REPAIRS AND SUPPLY OF PARTS

1. Definitions

- 1.1. "The COMPANY", the person designed overleaf who is the vendor of the Services and or Goods to the Customer.
- 1.2. "The CUSTOMER", the person designed overleaf, contracting for Goods and Services to be supplied by the COMPANY.
- 1.3. " Consumer", a CUSTOMER, being an individual who, for the purposes of the purchase, is acting wholly or mainly outside of their trade, business, craft or profession
- 1.4. "Goods" means all things to be sold by the COMPANY to the CUSTOMER.
- 1.5. "Services" means all services, including repairs, provided by the COMPANY to the CUSTOMER

2. Whole Contract

These terms shall represent the whole contract between the COMPANY and the CUSTOMER. They may be varied only by written agreement between the parties.

3. Interpretation

The singular shall include the plural and the male shall include the female or business entity as may be appropriate.

4. Enforceability

In the event of any one or more of these terms and conditions being declared unenforceable, the remaining terms and conditions shall nonetheless remain in full force and effect.

5. Estimate

- 5.1. Unless specifically agreed in writing, all work is agreed on an estimate basis.
- 5.2. Unless specifically agreed in writing, time for completion of any work is *not* essential.
- 5.3. Any estimate is based on the costs of labour and materials relevant at this date and the COMPANY reserves the right to alter the charges to meet any variations, whether due to increase in wages (controlled by national agreements), materials or increased cost from any other cause outside of the COMPANY's reasonable control.
- 5.4. Should any additional work or materials be found necessary in the course of these repairs or subsequent testing, it will be necessary to make an extra charge. Where

this additional work involves a substantial increase in the amount estimated, a supplementary estimate will be submitted for acceptance.

6. Paintwork

Where new paintwork is required and the metal work is found to be rusted, every reasonable precaution will be taken to prevent this penetrating through after completion of painting, but no guarantee can be given in this respect. If partial paintwork only is required, every endeavour will be made to match the existing colour schemes, but no guarantee can be given of a perfect colour match.

7. Goods Supplied

- 7.1. Where the service includes the provision of Goods, the COMPANY reserves the right to impose a handling charge on Goods returned for credit (which have been correctly supplied to order).
- 7.2. All 'Special Orders' correctly supplied and of satisfactory quality will not be accepted for credit. Goods supplied that are of satisfactory quality will not be accepted for credit more than 7 working days from the date of issue of an invoice.
- 7.3. Worn units will only be accepted in a clean and oil free condition.
- 7.4. All claims or queries pertaining to this invoice must be made within 7 working days of issue of an invoice quoting the invoice number.
- 7.5. In the event of cancellation, for any reason, the Customer agrees to return any Goods to the COMPANY's premises.
- 7.6. The title in any Goods/Services shall pass when payment has been received by the COMPANY (and all cheques/bankers drafts cleared) and not on delivery. Until such time as the property in the Goods passes to the CUSTOMER, the COMPANY shall be entitled at any time to require the CUSTOMER to deliver up the Goods and if the CUSTOMER fails to do so forthwith, to enter upon any premises of the CUSTOMER or any third party (including where the CUSTOMER is in administration/ receivership). The CUSTOMER must store the Goods separately from other goods until paid for.

8. Variation

Any variation agreed between the COMPANY and the CUSTOMER regarding the Goods to be supplied shall be deemed to be an amendment to this Contract and shall not constitute a new contract.

9. Delivery

9.1. The COMPANY shall give the estimated time for the repair of a vehicle and shall make every effort to inform the CUSTOMER if this estimated time cannot be met, although the COMPANY can accept no responsibility for delays outside its control.

9.2. Unless otherwise agreed in writing delivery of the Goods shall take place at the Dealer's premises.

10. Payment

Payment in respect of any Services or work undertaken shall be made on or prior to taking delivery of the vehicle unless a credit account has been opened.

11. Warranties

11.1. Except where the CUSTOMER is acting as a Consumer, in so far as liability may be placed upon the COMPANY by the Consumer Rights Act 2015 or any other statutory provision, or in respect of a vehicle subject to a manufacturer's warranty or other written warranty, no warranty is given or implied as to the quality of Goods or Services or their fitness for any particular purpose whether known to the COMPANY or not.

11.2. The COMPANY will, however, without prejudice to its right hereunder, correct all faults in Goods or Services carried out by the COMPANY and occurring by reason of the COMPANY's default or negligence and shown to be such to the COMPANY's satisfaction.

11.3. Subject to clause 11.4 below, the COMPANY assigns to the CUSTOMER, the benefits of any applicable manufacturer's warranty for parts fitted to a vehicle in the course of a repair or service. Further, the COMPANY warrants its work free of defects in workmanship for a period of 12 months or 15000 miles, whichever occurs sooner from the date of completion of the work.

11.4. The COMPANY's obligations under the contract shall be mitigated or removed if any defect is caused or worsened by any of the following:-

11.4.1. Failure to notify the COMPANY of the defect.

11.4.2. Failure to afford the COMPANY opportunity to rectify the problem.

11.4.3. Subjecting the Goods to misuse, negligence or accident or using the vehicle for racing, rallying or similar sports.

11.4.4. Installation of a part into the Goods not approved by either the manufacturer or the COMPANY, or altering them in a way not approved by either the manufacturer or the COMPANY.

11.4.5. Failure to adhere to maintenance instructions regarding the care, treatment or upkeep of the Goods, or in failing to have servicing and preventative maintenance carried out as recommended by either the manufacturer or the COMPANY.

12. Liability

Where the COMPANY contracts to carry out a defined repair or diagnostic operation, the COMPANY's liability shall be limited to the performance of such work as may be defined by the standard manufacturer's schedule as coming within the scope of such operation.

13. Use of the CUSTOMER's Vehicle

The COMPANY and its employees and agents are expressly authorized to use the Customer's vehicle on the highway and elsewhere for all purposes in connection with the work outlined. The COMPANY undertakes to take reasonable care of the vehicle so used, and to provide legally required insurance of the vehicle.

14. Authority to Contract

Goods supplied by the order of any person in the CUSTOMER's employment or by any person reasonably believed by the COMPANY to be the CUSTOMER's agent or by any person to whom the COMPANY is entitled to make delivery of the vehicle, shall be paid for by the CUSTOMER.

15. Authority to Uplift

Where a person who, so far as the COMPANY is aware, has authority to uplift Goods or Vehicles and does so, the COMPANY shall have no liability to the CUSTOMER for any loss or damage resulting on any grounds whatsoever. It shall not be obligatory upon the COMPANY to confirm the authority of any person reasonably believed to be the agent, or to have been at some time, connected with the CUSTOMER.

16. Lien

The Customer acknowledges that the COMPANY has a legal lien upon any vehicle or vehicles left with the COMPANY for supply of Goods and Services for all monies due from the Customer on any account.

17. Risk / Delay

Subject to the provisions of the Consumer Rights Act 2015 and any amendment thereof, vehicles, including components, fittings and contents are left with the COMPANY entirely at the CUSTOMER's risk. The COMPANY shall in no circumstances be liable for loss or damage thereto or for delay in completing service or repairs unless the same is caused by the negligence or default of the COMPANY, its employees or agents.

18. Bankruptcy / Insolvency of CUSTOMER

If the CUSTOMER shall become bankrupt or insolvent or make any agreements with the creditors or allow a Receiver of their effects to be appointed or being a body corporate enter into liquidation, the COMPANY shall have the right to terminate any agreement with the CUSTOMER subject to these conditions and henceforth cease to have any further obligation under the contract. In these circumstances the price for all the Services rendered and Goods supplied shall immediately become payable.

19. Storage Charges

If, following the completion of Services the CUSTOMER's vehicle(s) is left at the COMPANY's premises or the premises of the COMPANY's agent, then the COMPANY reserves the right to make a reasonable daily charge for the storage of the vehicle or vehicles.

20. Replacement Parts

The COMPANY shall obtain the CUSTOMER's express permission to repair or to fit repaired units where new parts quoted for are unavailable or not obtained within a reasonable time.

21. Exchange Units

In the event of a factory reconditioned unit being fitted, a surcharge may be made pending examination by the manufacturers to confirm that the unit is, in their opinion, fit for reconditioning within the Exchange Scheme. If the unit is accepted for reconditioning, and the manufacture's credit note is received, the surcharge will be cancelled

22. Disposal of Uncollected Goods

Any vehicle which is not collected by the CUSTOMER and in respect of which payment for repairs carried out has not been made within three calendar months of the CUSTOMER having been advised of the completion of the work, may be sold by the COMPANY and the cost of the repairs and any storage charges may be deducted by the COMPANY from the net proceeds of the sale of the vehicle. However, before proceeding to sell the vehicle the COMPANY shall first give the CUSTOMER seven days written notice of its intention to do so which notice shall be sent by prepaid first class

post to the address of the CUSTOMER last known to the COMPANY and shall be deemed to have been received by the CUSTOMER on the day following the date of posting, or if that shall be a Sunday or a Public Holiday, to be the first working day thereafter. Any sale of the vehicle under this clause shall be by Public Auction and the COMPANY shall after discharging the costs of the sale, the repairs and the storage charges, at its absolute discretion, either retain the balance for the benefit of the CUSTOMER or forward the same to the CUSTOMER at the CUSTOMER's last known address.

23.Data Protection

23.1. The COMPANY will hold the information overleaf for sales, service and warranty purposes as Data Controllers. This information may be passed to other carefully selected third party organizations. The COMPANY, or they, may contact the CUSTOMER by email, telephone or letter to inform the CUSTOMER of products or services which may be of interest to the CUSTOMER, or the CUSTOMER may be asked to participate in a CUSTOMER survey by either the COMPANY, your vehicle manufacturer or third party. If the CUSTOMER does not want their information to be used in this way please notify us by writing to the Dealer Principal at the address shown overleaf.

23.2. All the agreements between the COMPANY and the CUSTOMER are personal to the CUSTOMER. The CUSTOMER may not assign his rights or liabilities to any third party by any means.

24.Distance Selling Regulations

24.1. Where the CUSTOMER is acting as a Consumer, if this Agreement has been conducted without any face to face contact between the COMPANY and the CUSTOMER, or anyone acting on each party's respective behalf, the CUSTOMER has the right to cancel this Agreement without giving any reason. The cancellation period will expire 14 days from the day on which the CUSTOMER first instructs us to carry out the service and no service can be performed within this period unless the CUSTOMER expressly requests we do so.

24.2. To exercise the right to cancel, the CUSTOMER must inform the Company of their decision to cancel this Agreement in writing by clear statement (e.g. a letter sent by post, fax or email). The CUSTOMER may use the model cancellation form provided.

24.3. If the CUSTOMER requests any service to be provided during the 14 day period then they will lose the right to cancel this Agreement. The CUSTOMER shall pay the COMPANY an amount which is in proportion to that service performed until they communicated their cancellation of the Agreement.

- 24.4. If the CUSTOMER cancels this Agreement, the COMPANY will reimburse to the CUSTOMER all payments received from the CUSTOMER under this Agreement, without undue delay, and not later than:-
- 24.4.1. 14 days after the date on which the COMPANY receives any Goods back; or
 - 24.4.2. (if earlier) 14 days after the day you provide evidence that the CUSTOMER has returned any Goods; or
 - 24.4.3. If there were no Goods supplied, 14 days after the day on which the COMPANY are informed about the CUSTOMER's decision to cancel this Agreement.
- 24.5. The COMPANY will make the reimbursement using the same means of payment as the CUSTOMER has used for the initial transaction, unless the CUSTOMER has expressly agreed otherwise, but in any event the CUSTOMER will not incur any fees as a result of the reimbursement.
- 24.6. The COMPANY may withhold reimbursement until the COMPANY has received any Goods back or the CUSTOMER has sent evidence of having sent back any Goods to the COMPANY, whichever is the earliest. The CUSTOMER should send back any Goods or deliver them back to the COMPANY at the address shown overleaf, without undue delay and in any event not later than 14 days after the day on which the CUSTOMER communicates cancellation of this Agreement to the COMPANY.
- 24.7. This deadline is met if the CUSTOMER sends back any Goods before the period of 14 days has expired. The COMPANY will require that the CUSTOMER bears the cost of returning any Goods to the COMPANY.

25. Return of Parts

- 25.1. The CUSTOMER must take reasonable care of any Goods whilst they are in the CUSTOMER's possession. The CUSTOMER will be responsible for any loss or damage from when they are delivered to the CUSTOMER until and when they are returned to the COMPANY.
- 25.2. The CUSTOMER is liable for any diminished value of any Goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the Goods.
- 25.3 Any part or parts removed from a CUSTOMER's vehicle and replaced during the course of repair shall become the property of the COMPANY and the COMPANY shall be entitled to dispose of or otherwise deal with such parts at its absolute discretion unless instructions to the contrary are given by the CUSTOMER at the time of authorising the COMPANY to carry out such repairs.
- 25.4 The COMPANY reserves the right to have any repairs carried out by the COMPANY'S independent or sub-contractors.

25.5 The COMPANY accepts orders for any part or parts not in stock at the time of ordering on the following conditions:-

- (a) The price payable by the CUSTOMER therefore shall be the COMPANY'S retail price for the part applicable at the time of the delivery of the vehicle to the CUSTOMER and not at the time of ordering the part.
- (b) That if the COMPANY shall experience any difficulty in obtaining any such part or parts from the manufacturer or the usual supplier thereof the COMPANY may in its absolute discretion terminate such order and notify the CUSTOMER that the COMPANY is unable to supply such part or parts and the COMPANY shall be under no further obligation in respect thereof and shall not be liable for any loss or damage occasioned by such termination.
- (c) That having placed such order the CUSTOMER shall be obliged to take delivery of such part or parts and to pay therefore.
- (d) The COMPANY shall not be liable for any loss or damage resulting from any delay in the delivery of any part except where and to the extent that the CUSTOMER can affirmatively establish that the delay was attributable to the negligence wilful act or omission of the COMPANY its servants or agents.

25.6 The COMPANY accepts no responsibility for damage whatsoever caused to the CUSTOMER'S vehicle whilst on the COMPANY'S premises or in the custody of the COMPANY or its employees except and to the extent that the CUSTOMER can affirmatively establish that such damage was attributable to the negligence or wilful act or omission of the COMPANY its servants or agents.

25.7 The COMPANY reserves the right to make any additional charge necessitated by the introduction of value added tax or any similar levy or imposition whether such additional charge shall arise before or after placing of the order (whether original or subsequent) for repairs or parts by the CUSTOMER.

26. Dispute Resolution

26.1 In the event of a complaint or dispute of any kind our complaints handling procedure which can be found on our website at cordwallis.com and is available from the COMPANY on request.

26.2 Where the CUSTOMER's complaint cannot be resolved, once the CUSTOMER has exhausted the COMPANY's internal process the CUSTOMER may refer the dispute to the following ADR processes,

26.2.1 Where the CUSTOMER's complaint does not relate to a financial service, Motorcodes Ltd. For details of this service the CUSTOMER can contact them on www.motorcodes.co.uk

26.2.2 Where the CUSTOMER's complaint relates to Financial Services, the Financial Ombudsman Service. This service is free to use. Their consumer helpline is available on 0800 023 4 567 or 0300 123 9 123 or you can visit their website at www.financial-ombudsman.org.uk, email them at complaint.info@financial-ombudsman.org.uk or write to the Financial Ombudsman Service, Exchange Tower, London E14 9SR.

26.3 Where any dispute cannot be resolved through ADR, this Purchase Order and Contract shall be governed by and construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.

27. Statutory Rights

Where the CUSTOMER is acting as a Consumer, nothing in this contract is intended to exclude or limit the CUSTOMER's statutory rights.

Model Cancellation Notice

[INSERT ADDRESS
HERE
INCLUDING EMAIL/FAX NUMBER]

Dear [YOUR NAME HERE]

Re: [INSERT PRODUCT DESCRIPTION]

Ordered on: [INSERT DATE HERE]

Received on: [INSERT DATE HERE]

[I/We] hereby give notice that [I/We] cancel [my/our] contract of sale of the [goods /service] above

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s)

Date

[*] Delete as appropriate,

TERMS AND CONDITIONS OF SALE FOR MOTOR VEHICLES

1. Definitions

1.1 "The Dealer", the person designed overleaf who is the vendor of the Goods to the Customer.

1.2 "The Customer", the person designed overleaf, contracting for goods and services to be supplied by the Dealer.

1.3 "Consumer", a Customer, being an individual who, for the purposes of the purchase, is acting wholly or mainly outside of their trade, business, craft or profession

1.4 "Goods" means all vehicles as defined, or other things to be sold by the Dealer to the Customer.

1.5 "Vehicle" includes any car, lorry, van, trailer, caravan, invalid carriage, motor cycle and generally each and every accessory to and component thereof.

2. Whole Contract

2.1 These terms shall represent the whole contract between the Dealer and the Customer. They may be varied only by written agreement between the parties.

3. Interpretation

3.1 The singular shall include the plural and the male shall include the female or business entity as may be appropriate.

4. Enforceability

4.1 In the event of any one or more of these terms and conditions being declared unenforceable, the remaining terms and conditions shall nonetheless remain in full force and effect.

5. Written Confirmation

5.1 This order and any allowance in respect of a Vehicle offered by the Customer are Subject to acceptance and confirmation in writing by the Dealer.

6. Delivery/ Time Not of the Essence

6.1 Unless specifically agreed in writing, time for delivery is *not* essential.

6.2 Where the date for delivery of the Goods is not known at time of sale, any date provided is an estimate only and is dependent on the provision of the Goods to the Dealer by the Supplier/ Manufacturer. The Dealer will use its best endeavours to secure delivery of the Goods by the estimated delivery date (if any) but does not

guarantee the time of delivery. The Dealer shall not be obliged to fulfil orders in the sequence in which they are placed.

6.3 If the Dealer shall fail to deliver the Goods within 21 days of the estimated date of delivery stated in this contract, the Customer may by notice in writing to the Dealer require delivery of the Goods within 7 days of receipt of such notice. If the Goods shall not be delivered to the Customer within the said 14 days the contract shall be cancelled.

7. New Goods

If the Goods to be supplied by the Dealer are new, the following provisions shall have effect:

7.1 This Agreement and the delivery of the Goods shall be subject to any terms and conditions which the manufacturer or concessionaire may from time to time lawfully attach to the supply of the Goods or the resale of such Goods by the Dealer, and the Dealer shall not be liable for any failure to deliver the Goods occasioned by his inability to obtain them from the manufacturer or concessionaire or by his compliance with such terms and conditions. A copy of the terms and conditions currently so attached by the manufacturer or concessionaire may be inspected at the Dealer's office.

7.2 The Dealer undertakes that they will ensure that the pre-delivery work specified by the manufacturer or concessionaire is performed and that they will use their best endeavours to obtain for the Customer from the manufacturer or concessionaire the benefit of any warranty or guarantee given by them to the Dealer or to the Customer in respect of the Goods **and**, save where the Customer is acting as a consumer (as defined by Legislation) all statements, conditions or warranties expressed or implied by law or otherwise, are hereby expressly excluded.

7.3 Any figure provided within the contract for Road Fund Licence is provided as guidance only. Notwithstanding the sum for Road Fund Licence specified in the order, the sum payable by the Customer in respect thereof shall be such sum as the Dealer has legally had to pay or becomes legally bound to pay for Road Fund Licence in respect of the Goods.

7.4 Any figure provided within the contract for Value Added Tax is provided as guidance only. Notwithstanding also the sum for Value Added Tax specified in the order, the sum payable by the Customer in respect thereof shall be the sum for which the Dealer becomes legally liable at the time the taxable supply occurs.

7.5 If after the date of this order and before delivery of the Goods to the Customer, the manufacturer's or concessionaire's recommended price for any of the Goods, or

specification of the same shall be altered, the Dealer shall give notice of any such alteration to the Customer, and

7.5.1 In the event of the manufacturer's or concessionaire's recommended price for the Goods being increased, the amount of such increase which the Dealer intends to pass to the Customer shall be notified to the Customer. The Customer shall have the right to cancel the contract within 14 days of the receipt of such notice. If the customer does not give such notice as aforesaid, the increase in the price shall be added to become part of the contract price.

7.5.2 In the event of the recommended price being reduced, the amount of such reduction, if any, which the Dealer intends to allow to the Customer shall be notified to the Customer. If the amount allowed is not the same as the reduction of the recommended price the Customer shall have the right to cancel the contract within 14 days of the receipt of such notice.

7.6 In the event of the manufacturer of the Goods described in the order ceasing to make the Goods of that type, the Dealer may (whether the estimated delivery date has arrived or not) by notice in writing to the Customer, cancel the contract on the grounds of frustration.

7.7 Save in the case of consumer sales (as defined) all statements, conditions or warranties as to the quality of the Goods or their fitness for any purpose whether express or implied by law or otherwise are hereby expressly excluded.

8. Used Goods

8.1 If the Goods to be supplied by the Dealer are used, the Vehicle is supplied as roadworthy at the date of delivery and, in the case of consumer sales (as defined by the Sale of Goods Legislation):

8.1.1 Is sold subject to any conditions or warranties that are implied by the Sale of Goods Legislation or any amending statutes.

8.1.2 Prior to signing this order form, the Customer shall examine the Vehicle and items set out in the Customer's Certificate of Examination overleaf and the purchaser is reminded that the conditions of satisfactory quality and fitness for purpose implied by the Sale of Goods Legislation do not operate in relation to such defects which the examination ought to reveal. Should the Goods be sold also subject to defects notified by the Seller to the Customer before signing the agreement, the implied conditions of satisfactory quality and fitness for purpose do not operate in relation to those defects.

8.2 Save in the case of customer sales (as defined) all statements, conditions, or warranties as to the quality of the Goods or their fitness for any purpose whether express or implied by law or otherwise, are hereby expressly excluded.

9. Variation

9.1 Any variation agreed between the Dealer and the Customer regarding the Goods to be supplied shall be deemed to be an amendment to this Contract and shall not constitute a new contract.

10. Delivery and Payment

10.1 The Customer shall be liable to pay for the Goods immediately upon notification by the Dealer that they are available for delivery. The Dealer may, in its discretion, demand a deposit at the time when the order for Goods is placed by the Customer and shall not be obliged to progress the order or otherwise implement the contract until the deposit is paid in full.

11. Place of Delivery

11.1 Unless otherwise agreed in writing delivery of the Goods shall take place at the Dealer's premises.

11.2 In the event of cancellation, for any reason, the customer agrees to return the Goods to the Dealer's premises.

12. Repudiation by Customer

12.1 If you do not pay for and take delivery of your vehicle within 14 days of notification that the vehicle is available for delivery, we shall be at liberty to treat the contract as cancelled. If this happens, or if you cancel the contract for any other reason not permitted by this contract, we will sell the vehicle to another person. We will refund your deposit but before we do so, we are entitled to recover from the deposit the additional costs we incur in re selling the vehicle plus any reduction in the sales price achieved. We will keep the deposit whilst we display and advertise the vehicle as being for sale. If it is not sold within a reasonable time we will sell it at auction.

12.2 Once we have sold the vehicle, we will notify you within 7 days as to how much we have lost as a result of having to re sell. If this amount is less than your deposit, then we will refund the balance of your deposit with the notification. If the claimable amount is more than the deposit, then we will include a statement showing how much you owe us to make good our loss. We will provide copies of any receipts if you request them.

12.3 The Dealer reserves the right to make a reasonable daily charge for the storage of the vehicle or vehicles.

13. Loss or Damage

13.1 The Dealer shall be responsible for the loss of or damage to any vehicle or its contents only if caused by negligence of the Dealer or its employees. The Customer is strongly advised to remove any items of value not related to the Vehicle.

14. Return of Deposit

14.1 If the contract is cancelled under the provisions of clauses 6 or 7 above the deposit shall be returned to the Customer and the Dealer shall be under no further liability.

15. Retention of Title and Risk

15.1 Risk of damage to or loss of the Goods are at the risk of the Customer as soon as they are delivered into the physical possession of the Customer or their nominated representative.

15.2 Goods shall remain the sole and absolute property of the Dealer as legal owner until such time as the Customer shall have paid to the Dealer the full price together with all storage charges and interest that may be due to the Dealer under this contract. Until payment in full as aforesaid has been made the Customer acknowledges that they are in possession of the Goods solely as agent of the Dealer.

15.3 Until the Customer becomes owner of the Goods, they will store them separately from his own goods or those of any other person and in a manner which makes them readily identifiable as the Goods of the Dealer.

15.4 The Customer's right to possession shall cease if they, not being a company, become bankrupt or if they, being a company, do anything, or fail to do anything which would entitle a Receiver to take possession of any assets or which would entitle any person to present a petition for winding-up.

15.5 Should the Customer's right of possession cease they will notify the Dealer and immediately make the goods available for collection. The Dealer may, for the purposes of recovery of the Goods, enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess them.

15.6 The Customer shall be at liberty to agree to sell on the Goods or any product produced from or with the Goods subject to the express condition that such an agreement to sell shall take place as agents (save that the Customer shall not hold himself out as such) for the Dealer, whether the Customer sells on his own account or not and that the entire proceeds thereof are held in trust for the Dealer and are

not mingled with other monies or paid into any overdrawn bank account and shall be at all times identifiable as the Dealer's monies.

16. Right of Lien

16.1 The Dealer shall have a general lien on any property of the Customer in its possession for all monies owing to the Dealer by the Customer on any account whatsoever.

17. Part Exchange

17.1 Where the Dealer agrees to allow part of the price of the Goods to be discharged by the customer delivering a used Vehicle in part exchange to the Dealer, in consideration of such allowance, it is hereby agreed that the following further conditions will apply.

17.1.1 That the Dealer accepts the used vehicle in reliance of the warranties granted by the Customer overleaf, including but not limited to the age, mileage and condition of the Vehicle.

AND

17.1.2 That such used Vehicle is the absolute property of the Customer and is free from all encumbrances.

OR

17.1.3 That such used Vehicle is the subject of a hire purchase or agreement or other encumbrance capable of cash settlement by the Dealer, in which case the allowance shall be reduced by the amount required to be paid by the Dealer in settlement thereof.

17.2 I If the Dealer has examined the said used vehicle prior to his confirmation and acceptance of this order, the used Vehicle shall be delivered to them in the same condition at the date of such examination (fair wear and tear excepted).

17.3 That such used Vehicle shall be delivered to the Dealer on or before delivery of the Goods to be supplied by them hereunder, and the property in the said used Vehicle shall thereupon pass to the Dealer absolutely.

17.4 That without prejudice to 17.3 above, such used Vehicle shall be delivered to the Dealer within 14 days of notification to the customer that the Goods to be supplied by the Dealer are available for delivery.

17.5 If the Goods to be delivered by the Dealer, through no default on the part of the Dealer, shall not be delivered to the Customer within 30 days after the date of this order or the estimated delivery date; where that is later, the allowance on the said used Vehicle shall be subject to a reduction by an amount not exceeding 2.5%

for each completed period of 30 days from the date of the expiry of the first mentioned 30 days, to the date of delivery to the Customer of the Goods.

17.6 In the event of the non-fulfilment of any of the foregoing conditions, other than 17.5 above, the Dealer shall be discharged from any obligations to accept the said used Vehicle or to make any allowance in respect thereof, and the Customer shall discharge in cash the full price of the Goods to be supplied by the Dealer.

18. Authority to Contract

18.1 Goods supplied by the order of any person in the Customer's employment or by any person reasonably believed by the Dealer to be the Customer's agent or by any person to whom the Dealer is entitled to make delivery of the Vehicle shall be paid for by the Customer.

19. Authority to Uplift

19.1 Where a person who, so far as the Dealer is aware, has authority to uplift Goods or Vehicles and does so, the Dealer shall have no liability to the Customer for any loss or damage resulting on any grounds whatsoever. It shall not be obligatory upon the Dealer to confirm the authority of any person reasonably believed to be the agent, or to have been at some time, connected with the Customer.

20. Authority to Drive

20.1 In connection with the supply of a Vehicle or an inspection or testing or the preparation of any estimate in connection therewith, the Dealer shall be entitled to drive the vehicle on the road or elsewhere as it shall deem necessary. These provisions shall apply also to any Vehicle offered by the Customer in part-exchange in terms of clause 17.

21. Finance

21.1 Notwithstanding the provisions of this agreement, the Customer shall be at liberty before the expiry of 7 days after notification to him that the Goods have been completed for delivery to arrange for a finance company to purchase the Goods from the Dealer at the price payable hereunder. Upon the purchase of the Goods by such finance company, the proceeding clauses of this agreement except 7.2 shall cease to have effect but any used Vehicle for which an allowance was thereunder agreed to be made to the Customer shall be bought by the Dealer at the price equal to such allowance, upon the conditions set forth in clause 17 above (save that in 17.3, 17.4 and 17.5 thereof all reference to 'delivery' or 'delivered' in relation to the 'Goods' shall be construed as meaning delivery or delivered by the Dealer to or to the order of the finance company) and the Dealer shall be accountable to the finance company

on behalf of the Customer for the said price and any deposit paid by him under this agreement.

22. Notices

22.1 All written notices given by the Dealer to the Customer shall take effect 24 hours after being despatched by the Dealer in the normal course of post to the Customer's address shown overleaf.

23. Export outside EU

23.1 The Dealer reserves the right to cancel this order if it believes that;

23.1.1 The Customer intends to resell the Goods outside the European Union (Contract Territory) for commercial gain within a period of 12 months; or

23.1.2 Where the Customer is a corporation its place of business is not within the European Union; or

23.1.3 Where the Customer is a finance company and either, the Goods are not being purchased on behalf of an end user or they are and such end user is not resident nor has its place of business within the European Union.

23.2 The Customer shall indemnify the Dealer and keep the Dealer indemnified from all and any liability and direct losses (to include but not limited to any service commission paid to the manufacturer and any debit back of profit margin from the manufacturer), damages, costs or expenses which the Dealer sustains or incurs as a result of the Customer exporting or selling (whether directly or indirectly through any third party) the Goods outside the European Union.

24. Distance Selling

24.1 If, and only if, the Customer has acted as a Consumer, where this Agreement has been completed away from our business premises and/or without any face to face contact between us and you; or anyone acting on your or our respective behalf, you may give notice to cancel this Agreement within 14 days without giving any reason.

24.2 This cancellation period will expire 14 days after the day on which you, or a third party on your behalf, takes delivery or otherwise acquires physical possession of the Goods. To exercise this right to cancel, you must inform us of your decision to cancel this Agreement in writing by clear statement (e.g. a letter sent by post, fax or email) to our address as set out overleaf. You may use the attached model cancellation form if you wish.

24.3 To meet the cancellation deadline, it is sufficient for you to send your communication confirming your exercise of the right to cancel before the cancellation period has expired.

24.4 If you cancel this Agreement, we will reimburse to you all payments received from you under this Agreement, without undue delay, and not later than:-

24.4.1 14 days after the day on which we receive the Goods back; or

24.4.2 (If earlier) 14 days after the day you provide evidence that you have returned the Goods; or

24.4.3 If there were no Goods supplied, 14 days after the day on which we are informed about your decision to cancel this Agreement.

24.5 We will make the reimbursement using the same means of payment as you have used for the initial transaction, unless you have expressly agreed otherwise, but in any event you will not incur any fees as a result of the reimbursement.

24.6 We may withhold reimbursement until we have received the Goods back or you have sent evidence of having sent back the Goods to us, whichever is the earliest. You should send back the Goods or deliver them back to us at the address shown overleaf, without undue delay and in any event not later than 14 days after the day on which you communicate your cancellation of this Agreement to us.

24.7 This deadline is met if you send back the Goods before the period of 14 days has expired. We will require that you bear the cost of returning the Goods to us.

24.8 You must take reasonable care of the Goods whilst they are in your possession. You will be responsible for any loss or damage from when they are delivered to you until when they are returned to us.

24.9 You are liable for any diminished value of the Goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the Goods.

25. Storage Charges

25.1 The Dealer reserves the right to make a reasonable daily charge for the storage of the Customer's Vehicle or Vehicles.

26. Dispute resolution/ Jurisdiction

26.1 In the event of a complaint or dispute of any kind our complaints handling procedure which can be found on our website at cordwallis.com and is available from us on request.

26.2 Where your complaint cannot be resolved, once you have exhausted our internal process you may refer the dispute to the following ADR processes,

26.2.1 Where your complaint does not relate to a financial service, Motorcodes Ltd. For details of this service you can contact them on www.motorcodes.co.uk

26.2.2 Where your complaint relates to financial services, the Financial Ombudsman Service. This service is free to use. Their consumer helpline is available on 0800 023 4 567 or 0300 123 9 123 or you can visit their website at www.financial-ombudsman.org.uk, email them at complaint.info@financial-ombudsman.org.uk or write to the Financial Ombudsman Service, Exchange Tower, London E14 9SR.

26.3 Where any dispute cannot be resolved through ADR, this Purchase Order and Contract shall be governed by and construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.

Model Cancellation Notice

[INSERT ADDRESS
HERE
INCLUDING EMAIL/FAX NUMBER]

Dear [YOUR NAME HERE]

Re: [INSERT PRODUCT DESCRIPTION]

Ordered on: [INSERT DATE HERE]

Received on: [INSERT DATE HERE]

[I/We] hereby give notice that [I/We] cancel [my/our] contract of sale of the [goods /service] above

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s)

Date

[*] Delete as appropriate,