

TERMS AND CONDITIONS OF BUSINESS

For FioranoCars Trading from 119-121 Norwood Road, Southall, Middlesex, UB2 4DY

1. Definitions and Interpretation

1.1 In these terms unless the context shall require otherwise:

- (a) "Company" means the company whose name and trading address is detailed above and its successors and assigns.
- (b) "Group Company" means any other Company within the Group, including parent, subsidiary, associated, related, close companies or companies of common ownership. These terms and conditions of business form the core of the terms of business for each Group Company;
- (c) "Customer" means the person, firm or company at whose request the Work or Services is to be performed, or Goods supplied.
- (d) "Vehicle" means a vehicle delivered to the Company as bailee upon which the Customer has requested the Company to carry out Work or provide an estimate of Work or a vehicle that is to be appraised for sale or to be marketed for sale or be used as a part exchange or that is left as security. The expression Vehicle, save where the context forbids, wherever used in these conditions includes cars, lorry, van, trailer, caravan, bus, cycle, invalid carriage, and as a separate unit or otherwise, engine, axle, gearbox, clutch, starter and each and every component of a Vehicle.
- (e) "Completion" means, in the case of a contract for Work, the date of the Company's notice to the Customer that Work has been completed or, in the case of a Contract for the supply of Goods, the date those Goods are supplied or are made available for the Customer;
- (f) "Contract" means the contract between the Company and the Customer for the sale or supply of Work and/or Goods;
- (g) "Estimate" means an estimate given by the Company to the Customer as an Invitation to Treat for the sale or supply of Work and/or Goods;
- (h) "Goods" means any items, materials, fluids, consumables or parts or replacements thereof to be supplied by the Company under the Contract whether or not supplied in conjunction with Work;
- (i) "Manufacturer" means, in respect of a Vehicle, the manufacturer of the Vehicle;
- (j) "Order" means the instructions written or otherwise received by the Company from the Customer for Work to be done or Goods to be supplied;
- (k) "Price" means the price of the Goods and/or Works as set out in these Terms and Conditions of Business and/or as authorised or agreed to by the Customer and payable by the Customer to the Company;
- (l) "Work" means any services to be performed on a Vehicle at the Customer's request whether by way of repairs, servicing, diagnostics, testing, recovery, research, fitting, Storage, inspection, marketing, modification or otherwise, including Goods, labour, services and work sub contracted by the Company;
- (m) "Working Days" means all days other than Saturdays, Sundays and public holidays.

2. Formation of Contract

2.1 The Customer's request to the Company to carry out Work or supply Goods is an offer to enter into a contract upon these terms. Acceptance occurs and the Contract is formed upon the first of the following to occur:

- (a) The Company accepting the Customer's duly communicated authority to the Company to proceed with Work and accepting delivery of the Vehicle at its premises; or
- (b) The Company commencing the Work; or
- (c) The Company issuing to the Customer an acknowledgement or acceptance of the Order; or
- (d) In the case of Goods only, the Company proceeding to fulfil the Order.

2.2 The Contract is personal to the Customer and the Customer shall not assign the benefit of the Contract without the prior written consent of an authorised representative of the Company.

2.3 The Contract, the Customer and their Vehicle and details of the Works and/or Goods and all matters derived thereof are treated by the Company as confidential and shall not be published or communicated unless required to do so in the performance of the Contract or by Law without the consent of the Customer. The use of information by the Company in a statistical or anonymous form is reserved provided the identity is not deducible from the surrounding facts. The Customer agrees to abide by the same level of confidentiality relating to the Contract. Where the Customer requires a higher level of confidentiality this must be expressed in writing before the commencement of works and any reasonable costs in compliance with such request be borne by the Customer. This clause shall not apply to letters of referral, testimonial or other material provided by the Customer to the Company which the Company agrees to use only where the Customer is not identified unless specifically authorised to do so.

3. Customer Agents

- 3.1 In the event the Company carries out Work or supplies Goods on the authority of the Customer's Agent, including insurer or warranty provider, the Customer's Agent will be deemed to be the Customer and all references to the Customer will be construed accordingly save that this provision will not relieve the Customer from liability to pay to the Company any amount due for the Work and/or Goods which is not recovered or recoverable by the Company from the Customer's Agent. Any excess, betterment, contribution, VAT or unrecoverable element from the Agent will remain the liability of the Customer.
- 3.2 Any Work or Goods supplied in relation to a Vehicle pursuant to the order of any driver of the Vehicle, of anyone in the Customer's employment who would reasonably be held in a position to make decisions, of any close relative or family member, or of any person who is acting as the Customer's agent, shall be paid for by the Customer.
- 3.3 The Company shall not be obliged to seek confirmation of the authority of any person whom it reasonably believes has the authority of the Customer. Where confirmation is sought or when the Company has reason to question the authority of the person, any delays caused in verification of the person shall not be held against the Company and no damages arising from reasonable verification shall arise.
- 3.4 Any Agent of the Customer who provides an order, instructions, decisions, authority, or otherwise instructs the Company in relation to the Goods and/or Works shall be held joint and severally liable for the Price and payment of such on the due date.

4. Estimates

- 4.1 Any Estimate is a considered approximation of the likely costs of Work and/or Goods. Estimates do not constitute an offer by the Company and are valid for seven (7) days from the date stated thereon unless otherwise agreed in writing by an authorised representative of the Company. Estimates are often provided prior to dismantling, striping, diagnosis or testing and even after these actions, further incremental, related or associated defects or problems may become apparent increasing the Estimate or the Goods and/or Work required. The Company agrees to take reasonable care in preparation of each step or stage of the Estimate.
- 4.2 If the Customer delivers the Vehicle to the Company for the purposes of an Estimate being prepared and does not either give instructions for the carrying out of the Work or collect the Vehicle within seven (7) days from the date of the Estimate the Company shall be entitled to Store the Vehicle and the Company shall be constituted a bailee for reward and obtain a lien against the Vehicle for its Storage charges as set out in clause 21 during such a period.
- 4.3 Unless otherwise agreed in writing by an authorised representative of the Company if, during progress of the Work, it appears that the Estimate will be exceeded by a significant amount, the Company will cease performing Work and notify the Customer of the anticipated costs and will not resume performance of Work until it has received the Customer's express permission (which need not be in writing) to do so.

5. Prices and Variation

- 5.1 Prices stated in any Estimate relating to Goods and/or Work or communicated to the Customer are based on either the last known price or the price current at the date of the Estimate or communication (as the case may be).
- 5.2 The price is based on Goods not in stock being ordered on normal stock terms from our preferred suppliers on normal credit terms, if any Goods are ordered on an expedited or other basis increasing the cost of the Goods then the price will be subject to reasonable increase to cover loss of discount, credit charges and additional delivery charges or other costs incurred by the Company.
- 5.3 The Company reserves the right to vary the Price by any reasonable amount attributable to a change in the Customer's instructions or any variation in cost to the Company of Goods, materials, and/or Work, sub-contractors or transport required for the performance of the Contract and taxes or any other costs whatsoever between the date of the Contract and the date of Completion or payment (whichever is the later).
- 5.4 The Contract may not be varied without the express consent in writing of an authorised representative of the Company. Any variations so agreed shall not constitute a new contract, but shall be deemed to be an amendment of this Contract.
- 5.5 VAT (or other Tax, Duty, Levy or charges as come legally into force from time to time) will be charged on the Price at the rate ruling at the time of delivery of the Goods or Completion or (if different) the basic tax point as defined in the relevant regulations governing such matters from time to time.
- 5.6 If no price is stated or the Works substantially exceed the original Estimate, the Company shall be entitled to charge a proper, fair and reasonable price for the Works and Goods supplied including any stripping, diagnosis or dismantling leading to determination as to the practicability or otherwise of any Work and any re-assembly thereof.

- 5.7 Where the Vehicle or Goods are being Exported then the Company reserves the right to charge VAT or other taxes, duties, levies or other charges to be held on account until such time as the Vehicle or Goods leave the Country/European Union to the satisfaction of the relevant authorities, and shall not later than 30days after such notification refund to the Customer these sums or such portion thereof as notified by the relevant authority.
- 5.8 Where the Company is required to provide security, additional documentation, follow specific processes and procedures, the Company shall be entitled to make a fair and reasonable charge for so doing.
- 5.9 Where any fees or charges relating to Import or Export of Vehicles or Goods are levied by a third party in so far as they are fair and reasonable, or where they have been incurred due to the Customer's actions or lack thereof or incurred due to the Customer's negligence, the Customer agrees to pay these fees immediately they are notified of them.
- 5.10 A reasonable charge will be made for any special packaging required, either for export or otherwise, to ensure the safe transit of Goods or Vehicle. Where such packaging is waived by the Customer no liability for damage caused by lack of said packaging will be accepted by the Company.
- 5.11 The cost of returning exchange units, cores, or other Goods requiring an exchange will be the responsibility of the Customer. Any failure to return with 7days, or other timeframe as reasonably stipulated by the Company, will incur a fair and reasonable charge as outlined on the estimate or price list. Any exchange unit or core that is returned in an unserviceable or irreparable condition shall be subject to the same charge as having returned no Goods and the said Goods shall be available for the Customer to collect or be returned at his cost.
- 5.12 From time to time where Goods from the original equipment manufacturer might be no longer available or be otherwise restricted or out of stock, the Company reserves the right to provide alternative equivalent or higher specification substitutes unless the Customer has expressed in writing that only Goods from the original equipment manufacturer be fitted. Where the Customer chooses alternative Goods to the original equipment manufacturer the Company will use its best endeavours to source and supply such Goods unless it reasonably feels such Goods would affect the safety of or compromise the Vehicle or Goods.
- 5.13 If in the Company's reasonable opinion the operations ordered to be carried out by the Customer cannot be carried out without the Vehicle or any part thereof being washed or otherwise cleaned the cost of such washing or cleaning shall be chargeable to the Customer as if the same had been specifically ordered by him.

6. Time

- 6.1 Dates and times given for completion of Work and/or delivery of Goods are estimates only. In relation to this Clause 6 only time shall not be of the essence.
- 6.2 The Company will use reasonable endeavours to perform Work or supply Goods within the time specified (if any) to the Customer. Subject to Clause 14, the Customer shall not be entitled to reject Work and/or Goods completed or delivered by reason of Completion being later than the estimated date.
- 6.3 The Company may reasonably, in unforeseen or commercial circumstances, suspend or delay delivery and shall not be liable for any loss, damage or delay occasioned by failure to deliver Goods and/or complete Work on the estimated delivery date or time.

7. Payment

- 7.1 The time for payment shall be of the essence of the Contract.
- 7.2 Unless otherwise expressly agreed in writing by an authorised representative of the Company payment of the Price shall be in cleared funds directly to the Company nominated Bank Account. The date of receipt of the Payment shall be the date of the funds becoming fully and irrecoverably cleared in the bank account subject to them not being later reversed, charged or clawed back or bouncing or otherwise being withheld from the Company due to the Customers instructions, actions or lack of funds.
- 7.3 Payment by credit will not be accepted unless by the prior express written agreement of an authorised representative of the Company. Any credit account agreed is personal to the Customer and the terms and limit may be varied from time to time. The Company reserves the right to suspend or reduce or withdraw the credit account or refuse to supply further Goods or Work against the credit account.
- 7.4 The Company may demand a deposit, pre-payment, stage, periodic, milestone or monthly payments, in full or of a percentage of the Price, from the Customer before commencing or continuing to provide Goods and/or Work and may suspend Work or the supply of Goods until this has been complied with. Any costs or delays caused in complying with this clause are the sole responsibility of the Customer. Where failure to comply with this clause means Works cannot commence or continue on a Vehicle, the Company shall be entitled after the expiration of ten (10) days from the demand to Store the Vehicle and the Company shall be constituted a bailee for reward and obtain a lien against the Vehicle for its Storage charges as set out in clause 21 from the day of the request for the payment.

- 7.5 The due date for payment shall be the earlier of the following:
- (a) In the case of a current valid credit account maintained within the terms as stipulated from time to time by the Company:
 - (i) according to the credit terms agreed, or where this calculation is unclear or ambiguous, thirty (30) days from the earlier of date of the invoice or the Delivery of the Goods or the Completion Date; or
 - (ii) immediately where any event defined in clause 11.7(b) occurs or any payment is overdue, or the terms of the credit facility are breached; or
 - (iii) Upon demand by the Company as set out in clause 7.4 or as specified in any clause within these terms and conditions of business;
 - (b) Where no current and valid credit account is agreed or the terms of the credit account are in breach:
 - (i) Upon Completion or other earlier date when the Works are complete or Goods are available for the Customer; or
 - (ii) Upon Delivery of the Goods; or
 - (iii) Upon demand by the Company as set out in clause 7.4 or as specified in any clause within these terms and conditions of business;
- 7.6 The value of the payment shall be the net value credited to the nominated bank account. Any lawful and proper fees or deduction or exchange rate conversion levied by a bank or by the payment processor or any other shortfall shall be remedied by the Customer within 24hours.
- 7.7 Payment not made in full on the due date will null and void any discounts or concessions agreed or granted to the Customer, whether itemised on an invoice or not, including any reduced hours, reduced hourly rate, discount applied to Goods or Work, and all such charges shall be due at their full rate and the Price shall be so adjusted. Where the Company had waived or not charged for elements of Goods or Work, the right to charge the full proper fair and reasonable commercial rate for these services is reserved and that should any part of this clause be deemed unfair or unreasonable then a proper fair and reasonable charge be allowed including Goods, Work, discounts, concessions, marketing and other costs incurred and the Price shall be so adjusted.
- 7.8 The Company reserves the right to vary the Price, as a condition of accepting payment by debit card or credit card or cash payments. The Customer will pay as part of the Price any additional amount reasonably specified by the Company to accept such payments..
- (a) Payments by way of cash are subject to the Customer complying with any requirements for Government or other regulatory or reporting purposes or that the Company or the Company's Bank might reasonably request. Any payment so accepted is subject to acceptance of the notes by the bank and any fees or deductions levied by the bank shall be paid by the Customer. The Company may insist as a condition of acceptance of cash that the Customer personally take the funds to a local nominated bank branch and pay into the nominated account the funds and comply with any checks or reporting that the bank branch may lawfully and reasonably require of the Customer.
- 7.9 Where payment is not made in full by the due date the Warranty for any Works or Goods may be suspended or voided until full payment is made. While any monies are owed by the Customer the timeframe for the Company to provide any remedy or Warranty are suspended, where this leads to suspension of Work and Storage of Goods or expiry of any third party Warranty then the Customer shall take responsibility for all charges and/or losses associated with such occurrence.
- 7.10 Where any dispute arises relating to Goods, Works or the Contract then the Customer agrees to make payment into a mutually agreed nominated solicitors client account equivalent to the monies claimed as owed or outstanding to the Company, to be held by such solicitors pending the outcome of any binding mediation or court action and to only be paid out according to the terms of their ruling. Compliance with this clause shall be deemed, for the purposes of the Warranty under clause 7.9, to be making full payment to the Company and no suspension or voiding of the Warranty shall take place.
- 7.11 The Company may allocate any payment by the Customer to such outstanding debt as the Company thinks fit notwithstanding any purported allocation to the contrary by the Customer. In the event of any dispute as to the allocation of the payment then the payment will be allocated to the oldest debts first.
- ## 8. Completion
- 8.1 The Company shall notify the Customer when Goods on order from a supplier are ready for collection. If the Customer shall fail to pay for and take delivery of such Goods within seven (7) days of such notice the Company shall (without prejudice to its other rights and remedies under the Contract) be entitled to treat the Contract as repudiated and to sell the Goods. The costs of selling the Goods together with any reduction in price achieved will remain due from the Customer to the Company and be due immediately.
- 8.2 Upon completion of Work the Company shall advise the Customer that the Vehicle is ready for collection and the Customer shall be obliged to pay for Work and/or Goods supplied and collect the Vehicle. The

Customer will pay the Company for all Work done and Goods supplied and all other amounts payable to the Company under these terms and conditions of business before the Vehicle may be removed from the Company's premises.

- 8.3 If for any reason Work requested by the Customer is not carried out in full the Company will charge a proper fair and reasonable amount for any Work actually done and the Price for any Goods supplied.
- 8.4 If the Customer shall fail to pay the Price and/or collect the Vehicle within ten (10) days after Completion the Company shall be entitled to Store the Vehicle and the Company shall be constituted a bailee for reward and obtain a lien against the Vehicle for its Storage charges as set out in clause 21.
- 8.5 Interest will be charged on all sums due under or by way of damages for breach of the Contract at the higher equivalent rate of the basic Business Current Account unauthorised borrowing or overdraft interest rate of HSBC Bank plc from time to time in force and shall be calculated and accrue on a day-to-day basis from the date on which payment fell due until payment whether made before or after judgment has been obtained.
- 8.6 Without prejudice to the provisions of clause 8.5 and to the Company's other rights and remedies for breach of contract or otherwise, the Company reserves the right to make a late-payment charge to cover the Company's administrative expenses of recovery (up to but not including issue of court proceedings). Such charge shall be added to and form part of the Price if the Customer does not make payment in full for the Goods or Works on or before the due date in accordance with these Conditions. The amount of such charge shall be calculated at the higher of £225.00 or 4% of the Price.
- 8.7 In addition to clause 8.6 the Company reserves the right to make fair and reasonable charges for any payments charged-back, reversed or bounced, any letters or correspondence in connection with late payment, duplicate invoices or other copy documents, or any other fees incurred, including from third parties, relating to the Customers actions or requests.
- 8.8 In connection with any inspection, repair, or contemplated repair, or other purposes for which a Vehicle is accepted by the Company, testing, taking the Vehicle to Sub-Contractors, demonstrations, etc., the Customer is deemed, unless express notice in writing is given to the contrary, to have authorised the driving of the Vehicle on the road or elsewhere.
- 8.9 Unless otherwise stated, all service work undertaken is carried out in accordance with, equivalent to or exceeding the manufacturer's schedule. Where elements of the Manufacturers schedule or other items due have been declined by the Customer, the Company is not to be held liable for such decisions of the Customer.

9. Lien

- 9.1 If the Customer is in breach of any obligation hereunder to make Payment and/or take delivery of the Vehicle, the Company may serve on the Customer notice of its intention to sell the Vehicle upon the expiry of three months from the date of such notice. If the Customer shall fail within such period to pay all monies and interest due to the Company and take delivery of the Vehicle, the Company may sell the Vehicle.
- 9.2 The Company shall have the discretion to and if necessary be entitled to put the Vehicle into a saleable or other condition as it reasonably sees fit, including where otherwise the condition of the Vehicle would prohibit, be unlawful or be undesirable to potential buyers, so as to enable the sale of the Vehicle. The costs of such Work and Goods being recoverable from the proceeds.
- 9.3 Upon any such sale the Company shall pay the balance of the proceeds of sale to the Customer after the deduction of all monies due to the Company, interest on overdue amounts and all costs of sale including court and legal costs. Where the Customer is out of contact or unreachable the balance shall be paid into a solicitors client account for a period of 3 years, during which time reasonable efforts will be made to contact or trace the Customer, after this period the funds shall revert to the Company. Any shortfall due to the Company from the Customer will become due in full immediately.
- 9.4 The Company shall have a general lien on any Vehicle on which it has done Work or supplied Goods and on any other property in its possession belonging to the Customer for all monies due and owing to the Company by the Customer on any account or invoice whatsoever. The Company shall be entitled to charge for Storage of the Vehicle as set out in clause 21 during any period in which the Vehicle is retained by the Company in exercise of any lien.

10. Delivery

- 10.1 The Company shall not be obliged to seek confirmation of the authority of any person whom it reasonably believes has the authority of the Customer to collect the Vehicle or Goods. Where in any case a person calls to collect a Vehicle or Goods and the Company has no reasonable grounds to believe that he does not have the authority to collect the Vehicle or Goods then the Company shall not be responsible to the Customer for any loss or damage if such person in fact had no such authority and the Company took reasonable steps to protect the Customer from such loss or damage.

- 10.2 The Company may seek confirmation of the authority and identification of any person who is collecting a Vehicle or Goods and record those documents, CCTV and photographic records as it sees fit or reasonable.
- 10.3 Delivery of Goods shall be made by the Customer collecting the Goods at the Company's premises at any time after the Company has notified the Customer that the Goods are ready for collection or, if some other address for delivery has been agreed, by the Company despatching the Goods to that address.
- 10.4 Where a road registered Vehicle is, in the reasonable discretion of the Company, unfit for use on the public road, including by way of MOT failure or defect that would lead to an MOT failure or lack of MOT or other condition that may affect the safe use of the Vehicle on the public road the Company may ask for the Vehicle to be removed by way of transporter at the Customers cost. The Customer shall accept full responsibility, including liability, for the subsequent use of the Vehicle before the Vehicle is released to the Customer.

11. Risk and Retention of Title

- 11.1 The Company shall take reasonable care of any Vehicle and Goods belonging to the Customer while in the Company's care.
- 11.2 Goods are at risk of the Customer as soon as they are Delivered to the Customer and the Customer agrees to maintain insurance for those Goods until they have been paid for in full.
- 11.3 Until the Company has received payment in full of all sums owed to it on any account by the Customer, whether arising out of this or any other contract, legal and beneficial title to the Goods shall remain in the Company; such Goods are referred to in this clause as "Retained Goods".
- 11.4 The Customer may use Retained Goods and acknowledges that he shall be in possession of Retained Goods as bailee for the Company.
- 11.5 The Customer will store Retained Goods, where practical and reasonable to do so, separately from his own Goods or those of any other person and keep them safe, in good condition and clearly identifiable as the Company's property with all identifying marks intact and legible.
- 11.6 The Customer irrevocably authorises the Company to enter upon its premises for the purposes of inspecting Retained Goods and identifying them as the Company's property.
- 11.7 The Customer's power of possession and use of Retained Goods shall terminate and the Customer shall place all the Retained Goods in its possession or under its control at the Company's disposal and shall thereafter be authorised the Company to enter upon any of its premises with or without Vehicles for the purpose of removing such Goods:
- (a) forthwith on notice from the Company if the Company has reasonable doubts as to the ability or willingness of the Customer to pay any sum to it on the due date; or
 - (b) automatically upon the occurrence of any of the following events:
 - (i) the Customer fails to pay any sum on the due date in full without set off or deduction;
 - (ii) where no due date was specified within twenty four (24) hours of formal demand for payment;
 - (iii) if the Customer becomes insolvent or commits any act of bankruptcy or causes a meeting of or makes any arrangement or composition with all or any part of its creditors;
 - (iv) if there is presented a petition for the winding up of the Customer or for the appointment of an administrator or receiver of the whole or any part of the assets or undertaking of the Customer;
 - (v) if there is appointed an administrator or receiver of the whole or any part of the assets or undertaking of the Customer;
 - (vi) if a resolution is passed or an order for the winding up of the Customer is made (otherwise than for the purposes of a bona fide reconstruction or amalgamation of a solvent company);
 - (vii) any event or process of like nature to those set out in paragraphs above in any jurisdiction.
- 11.8 The repossession of Retained Goods by the Company in accordance with this Clause shall be without prejudice to all or any of the Company's other rights or remedies against the Customer.
- 11.9 The Company, in order to mitigate any loss, reserves the right to reclaim, remove, separate Goods from any Goods or Vehicle and put back the Goods or Vehicle to the condition prior to the Works taking place when:
- (a) the Customer has not paid in full within seven (7) days of the due date; or
 - (b) where the Customer disputes giving the authority or Contracting to carry out the Works or supply Goods or for the Price.

12. Loss or Damage

- 12.1 Subject to clause 11.1 the Company is only responsible for loss of 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 shall be limited to direct loss (excluding direct and indirect loss of profit and/or any other kind of economic loss), damage, cost or expense and shall be limited to the Price in respect of any one event or series of connected events.

12.2 Notwithstanding clause 12.1 the Customer is strongly advised before delivering the Vehicle to the Company to remove from the Vehicle any items of property not related to the Vehicle and take reasonable steps to avoid valuables or other items being left in the Vehicle. The Company shall take reasonable steps to protect the Customers property but shall not be liable for loss or damage to any such item remaining in the Vehicle unless caused by the negligence of the Company.

13. Replacement Goods

13.1 All Goods replaced during performance of Work, except those that have to be returned to manufacturers or suppliers under warranty or service exchange arrangements, will be retained by the Company for return to the Customer upon collection of the Vehicle. If the Customer does not ask to take possession of such replaced Goods when collecting the Vehicle, replaced Goods shall become the property of the Company to dispose of as it deems fit.

13.2 The Company shall be entitled to make fair and reasonable charges to the Customer where it is charged for environmental fees, levies, disbursements or other charges reasonably incurred relating to the disposal of Goods in course of the Contract.

14. Cancellation

14.1 Subject to clause 19.4, the rights of a Customer to cancel will be governed by the current prevailing legislation and the statutory rights conferred therein, nothing in the following clauses within section 14 shall affect or restrict or is intended to affect or restrict the statutory rights of a Customer.

(a) Where the Customer has statutory rights to cancel then the Customer may cancel the contract as set out in the relevant legislation, where applicable the follow terms may be applied if lawful to do so, and the Customer may cancel the Contract by sending a written notice of cancellation to the Company only as set out below:-

(i) Where the contract is solely for the sale of Goods, up to seven (7) Working Days after delivery of the Goods or such other timeframe to comply with any minimum statutory stipulated; or

(ii) Where the contract is for the supply of Work and/or Goods and

a. such Work commences more than seven Working Days after the date of the Order, up to seven (7) Working Days after the date of the Order; or

b. such Work commences within seven Working Days of the date of the Order being made, the Customer will not have the right to cancel; or

(iii) Where the goods have been personalised to the customer's specification or made specifically to the bespoke specification implied by the requirement to fit their Vehicle including security devices, keys, coded ECU and Goods of dimensions or colour combination which made the Goods specific to their Vehicle the Customer will not have the right to cancel.

(b) Where the Customer has no statutory rights to cancel, then no Order which has been accepted by the Company may be cancelled by the Customer except with the consent of the Company and on terms that the Customer indemnifies the Company in full against all reasonable loss, including, without limitation to, loss of profits, costs, damages, charges and/or expenses incurred by the Company as a result of cancellation or that would have resulted in the Order being completed.

14.2 In the event the Contract is cancelled in accordance with clause 14.1 the Customer is under a duty to retain possession of, take good care of and following cancellation restore the Goods to the Company at their own cost in a reasonable condition and the Customer will pay to the Company forthwith upon request:

(a) any reasonable costs incurred by the Company in recovering the Goods where the Customer fails to arrange delivery to the Company;

(b) the difference, if any, between the value of the Goods when so returned and the Price, to the extent that is lawful and fair.

14.3 If the Customer cancels the Contract in accordance with clause 14.1(a) and the Company has received the Price from the Customer, the Company will within 30 (thirty) days of the date of receipt by the Company of the notice of cancellation or the goods being returned whichever is later, reimburse the Customer for a sum equal to the Price, or part thereof received minus a sum equal to the aggregate of the amounts referred to in clause 14.2(a) and clause 14.2(b) but in any event no later than and not less than any amount due by way of the Customers statutory rights.

15. Returned Goods

15.1 Subject to clause 14, the Company may (in its absolute discretion) agree to rescind the Contract to the extent that it is for the supply of Goods and accept return of Goods upon the following conditions:-

(a) the Goods were not specially ordered from the manufacturer or supplier for the Customer, and

(b) the Goods are not bespoke or specific to the Vehicle or have been modified or altered including by way of colour, decal or inscription, or have been modified for or by the Customer; and

(c) the warranty or tamper seals have not been broken; and

- (d) the Goods have not been fitted or used, or an attempt thereof; and
- (e) the Customer returns the Goods at his own cost to the Company in original saleable condition within seven (7) Working Days after delivery; and
- (f) the Customer produces the original invoice or provides the invoice number for the Goods; and
- (g) the Customer pays the Company's current handling and restocking charge of twenty percent (20%) for returned Goods.

16. Sub-Contracting and Assignment

- 16.1 The Company shall be entitled to appoint sub-contractors for the performance of its obligations under the Contract for all or part of the Works as it thinks reasonable. The identities of the Sub-Contractors are not normally disclosed and are confidential to the Company. If the Customer specifically wants to restrict the ability to Sub-Contract or wishes to approve or know the identity of any Sub-Contractor this must be put in writing to the Company strictly before the commencement of any Works.
- 16.2 The Company may sell, factor, or otherwise assign any debt due to it from the Customer either on a confidential or disclosed basis, without further or advance notice.
- 16.3 The Company may assign the contract with the Customer to another Group Company without notice, either before, during Works or after Completion. This shall not restrict the Customers rights against either Company.
- 16.4 Where monies are owed by the Customer to other Group Companies, then at the Company's discretion, the debts to those companies may be assigned to the Company and become debts due to the Company.
- 16.5 The Company reserves the right at any time to set off any sum payable by the Company under this Contract or any other agreement between the Company and the Customer against any sum due from the Customer under this Contract or any other agreement.

17. Health and Safety

- 17.1 Upon delivery of a Vehicle to the Company the Customer shall immediately inform the Company of any circumstances or matters known to him which render the Vehicle unsafe or in a hazardous condition.
- 17.2 The instructions for use, cautionary notices and other technical notices supplied to the Customer with the Goods have been prepared by the relevant manufacturer of the Goods. The Customer should read such notices carefully. The Company shall not be liable for any loss or damage suffered by the Customer through the Customer's failure to read and comply with instructions specified in such notices.
- 17.3 Where Goods are supplied to the Customer they acknowledge that the Goods may require special skills, tools, training, possible licensing or qualifications in order to be able to fit them safely. Any instructions provided by the Company are to aid a qualified and competent technician and the Customer takes all responsibility allowable by law in the subsequent fitting and operation of the Goods or any Vehicle they are fitted to.

18. Warranties

- 18.1 The Company assigns to the Customer the benefit of the applicable Manufacturer's warranty (if any) for Goods supplied and/or fitted to the Vehicle.
- 18.2 Where reasonable and lawful no warranty will apply if and to the extent that a defect is caused or worsened by any of the following:-
 - (a) by the Customer's 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; or
 - (b) if the Goods have been subject to misuse, negligence or accident or used in a Vehicle other than on public road or for taxi, hire, rental, loan, fleet, racing, rallying, pace making, similar sports and/or any other type of use not normally considered as normal private and personal domestic use; or
 - (c) the modification, fitment or application of Goods, the use of which has not been approved by the Manufacturer or the alteration of Goods in a manner not approved by the Manufacturer or the Company; or
 - (d) non-adherence to instructions concerning the treatment, maintenance and care of the Goods or a failure to have the relevant Vehicle serviced in accordance with the relevant Manufacturer's recommendations or as defined by the Company; or
 - (e) the repair or maintenance of the Goods by a person other than a Franchised dealer in the Manufacturer's Vehicles or a person authorised by the Company.
- 18.3 In addition to the Customers statutory rights and other rights defined in these terms and conditions the Company warrants Work free from defects ("the Warranty Period") as follows
 - (a) for a period of three (3) months from Completion or until the Vehicle following Completion has covered 3,000 miles (whichever occurs sooner) for new Goods.
 - (b) Where the Goods are second hand, pre-used, refurbished, exchanged or otherwise of a possible substandard or reduced life and the Customer has been advised of this, then the Warranty Period will be

as specified on the Estimate or other communication provided to the Customer prior to the order being accepted.

18.4 If the Work includes painting then:

- (a) if the metal to be painted is rusted, whilst every reasonable precaution and care will be taken to prevent rust penetrating the paint after Completion no warranty can be given in this respect and accordingly the Company shall not be liable for rust-affected paintwork appearing after Completion;
- (b) no warranty can be given that the new paintwork will match existing paintwork exactly.

18.5 The Company shall carry out such eligible remedial Works and/or replace eligible defective Goods under clause 18 within the Warranty Period that are discovered provided:-

- (a) the Customer notifies the Company within fourteen (14) days after discovery, giving particulars of the defects and returns the Vehicle to the Company's premises to allow an inspection to be carried out and;
- (b) such defect has arisen from faulty materials employed, Workmanship carried out and/or Goods supplied by the Company, then the Company shall remedy the defect and, if necessary, supply replacement Goods and/or Work. Any Goods so replaced shall become the property of the Company to dispose of as it deems fit; and
- (c) The Company shall be responsible only for the defects in the Work and/or Goods previously supplied and not be liable for any consequential loss or damages howsoever incurred; and
- (d) The Customer agrees that the Company has the option to carry out the remedial works and the Customer will not, or allow any third party to, strip or otherwise interfere or carry out work to the defect unless the Company authorises the Customer in writing, or in the case of an emergency provide verbal or other electronic communication to the same effect; and
- (e) The Customer agrees to pay a fair and reasonable contribution for any betterment or improvement created by the Warranty Works and/or replacement Goods.

18.6 The Company may decline to undertake eligible Warranty remedial Works and/or Goods under clause 18.5 and instead provide a refund or credit equivalent to the original value of the defective Goods and/or relevant Work.

18.7 Subject to clause 18.6 the Company's liability for defective Work and/or Goods is limited in all circumstances to remedying the Work and/or Goods and supplying (where necessary) replacement Goods. Completion of such remedial Work and/or supplying of replacement Goods shall constitute fulfilment of the Company's obligations under the Contract.

18.8 The Company's liability under this clause applies only to defects appearing whilst the Vehicle has been used and driven in a proper manner and serviced in accordance with the Manufacturer's recommendations and in particular (but without limitation) the Company shall not be liable in the case of defects arising out of normal deterioration, fair wear and tear, failure to follow the Manufacturer's instructions or improper or faulty handling of the Vehicle.

18.9 Where lawful to do so and the defect or fault is as a consequence of the failure of another or related part then the Company shall only be liable to provide coverage of Warranty as detailed in clause 18.1.

18.10 The warranties contained in clause 18 are in addition to any statutory rights implied in favour of the Customer as a purchaser of goods and/or services.

18.11 Nothing in clause 18 shall be construed as limiting or excluding the Company's liability under the Consumer Protection Act 1987 or for death or personal injury resulting from its negligence (as defined in Section 1 of the Unfair Contract Terms Act 1977) or other statute or legislation currently in force that would be unlawful to restrict.

19. Force Majeure

19.1 The Company shall not be liable to the Customer if unable to carry out any provision of the Contract for any reason beyond its control or owing to any inability to procure Goods, technical information, procedures, tooling or other materials required for the performance of the Contract.

19.2 The Company shall not be liable to the Customer where the matter relates to a Vehicle Manufacturer defect or other inherent problem caused by the original manufacture or design or subsequent Goods provided by the Manufacturer or from the original equipment manufacturer.

19.3 The Company shall notify the Customer as soon as reasonably practicable after circumstances preventing performance arise. During the continuance of such a contingency the Company may, within its reasonable discretion, withhold, reduce or suspend performance of its contractual obligations so far as prevented or hindered by such contingency without liability to the Customer for any loss or damage whatsoever suffered directly or indirectly by reason of any such withholding, reduction, or suspension.

19.4 Should such contingency continue for more than one month either party may cancel the Contract and, subject to payment for any Goods supplied and Work done pursuant to the Contract, the Customer may

collect the Vehicle and the parties' respective obligations under the Contract shall be deemed to be discharged.

20. No Waiver

20.1 In so far as the law allows no waiver of any of the Company's rights under the Contract shall be effective unless in writing signed by an authorised person on behalf of the Company. A waiver shall apply only to the specific circumstances in which it is given.

21. Fair Collection and Storage

21.1 In circumstances that the Company is entitled or required to store the Vehicle and/or Goods then the Company may have any Vehicle and/or Goods stored by third parties or undertake the Storage itself or a combination thereof.

21.2 The Customer shall pay for Storage and the daily rate for Storage shall be set at forty five pounds (£45.00) excluding VAT per day or part thereof per car parking space (defined as being 2400mm x 5000mm in size) used or part thereof unless otherwise agreed in writing by an authorised official of the Company except:

- (a) where a Vehicle is immobilised on or in a Vehicle hoist or inspection pit preventing the use of that facility, in such circumstances the rate charged shall be calculated using the daily working hours (currently eight (8)) multiplied by the current workshop retail hourly labour rate (currently seventy five pounds (£75.00)) per day but not less than one hundred and fifty pounds (£150.00) per day in any event.
- (b) where the Vehicle is already dismantled the Company may in its reasonable discretion:
 - (i) charge for additional space to store the removed Goods on the basis of each car space utilised or part thereof will be charged at the daily rate; and/or
 - (ii) partially or fully re-assemble the Vehicle or to make the Vehicle safe or to undertake reassembly to enable the Vehicle to be unloaded from a Vehicle hoist as required with the cost of Work and/or Goods needed to undertake such works chargeable to the Customer.

21.3 Where the Company places a Vehicle and/or Goods into Storage pursuant to these terms and conditions of business the Company shall be constituted a bailee for reward and obtain a lien against the Vehicle and/or Goods for its Storage charges during such a period and:

- (a) Storage charges shall continue to apply until the Vehicle and/or Goods and all parts thereof are collected; and
- (b) before the Vehicle and/or Goods or any part thereof including any paper records or contents of the Vehicle may be removed from the premises at which it is being stored all charges, interest and other group debt has been paid in full; and
- (c) Charges for Storage shall be calculated monthly and be due on and interest shall accrue from last day of each month of Storage until Payment is received in full; and
- (d) The physical production of a monthly or other invoice or lack thereof shall not alter the interest calculations, due date of Payment and the Company may submit a single or multiple invoices at completion of the Storage period detailing the charges and interest.

21.4 At all times the Company shall take reasonable care of and use reasonable endeavours to protect the property in Storage, but the Company shall not, where lawful to restrict such liability, be liable to the Customer unless it is negligent in providing Storage.

21.5 The Company does not insure Customer's Vehicles during Storage and will not be liable for any damages arising that should have been covered by an insurance policy as stipulated herein. During the period of Storage the Customer shall maintain a valid insurance policy covering at least fire and theft cover and in default the Customer will be liable for those damages that would otherwise have been covered by such a valid insurance policy and additionally where lawful shall cover such increased costs as the Company faces in the event of a claim being made on the Company's insurance policy for a period of ten (10) years from the date of said claim. .

21.6 Subject to clause 21.4 the Company is under no obligation to store the Vehicle under cover, and shall not be held liable for any damage from hail, fallout, water ingress, temperature extremes, moisture, birds, animals, rodents or other damage that may occur by acts of god, nature or third parties.

21.7 Subject to clause 21.4 during Storage the Company will take reasonable steps to protect the Vehicle and any part thereof but will not, except in the case of negligence or statutory requirement, be liable for any damage to the Vehicle or any part thereof, any loss or increased costs howsoever arising, loss of use, diminution in value during the period of Storage or other claims arising from the Storage of or reasonable decisions made during the Storage period by the Company.

21.8 If the Vehicle remains in Storage for a period exceeding six (6) months the Company may in its reasonable discretion carry out any Works including maintenance; servicing; road tests and exercise; engine running or other repairs that might be needed maintain the Vehicles provenance, service history, condition or value with the cost of Work and/or Goods including fuel as needed to undertake such works chargeable to the

Customer. The Customer may at any time put in writing instructions to suspend or not perform such routine servicing and in so doing the Customer accepts the risk and consequences to the value, desirability, and mechanical integrity of the Vehicle or Goods in Storage.

- 21.9 If at any time during the period of Storage the Vehicle or Goods require Works to make them safe or rectify a possible hazard to the premises, staff, Goods, stock or other Vehicles then the Company may in its reasonable discretion carry out any Works and/or Goods needed to remedy the situation with the cost of such Works and/or Goods needed to undertake such works chargeable to the Customer.
- 21.10 Where the Vehicle needs to be transferred to alternative Storage, for whatever reason, then the Customer will be liable for the charges for such transport as the Company reasonably deems appropriate to carry out the Vehicle movement.
- 21.11 Charges for Storage shall start to apply from the earlier of:
- (i) in the case of work already started but suspended for any reason, charges shall start from seven (7) days after which the work was suspended, regardless of the reason for works being suspended. Subsequent works to the Vehicle being carried out under this section of the terms and conditions will not reset the start date or suspend Storage charges during said works; and
 - (ii) in the case of works being completed, from the 7 days after the date of the works being complete; and
 - (iii) in the case of works not starting from 7 days after the date the Vehicle arrived at the Company; and
 - (iv) in the event of dispute, disputed ownership of the Vehicle or the suspected lack of authority to give instructions then charges shall start from 7 days after the day on which the work was suspended or completed, regardless of the reason, or if no work has started then from 7 days after the date the Vehicle arrived at the Company. Until ownership is formally established as set out within these terms and conditions or authority established as to the ability to provide instructions for works to the Vehicle then it will remain in Storage unless ordered by a English Court to do otherwise, the costs relating to provide such evident or court order shall be at the expense of the Customer and release of the Vehicle shall only be after payment of all charges due.
- 21.12 Any Works and/or Goods carried out during Storage period to be deemed that the Customer had given instructions to the Company for the Works and/or Goods and the Works and/or Goods be charged to the Customer at the proper fair and reasonable prices and invoiced to the Customer and due for payment on the date of the those Works completion, with interest accruing from the invoice date until paid. These Works be subject to these terms and conditions of business.

22. Notices

- 22.1 Any notice under these Conditions shall be properly given if in writing and sent by first class post or facsimile or to the address of the intended recipient as stated in the Contract or to such address as the Company and the Customer from time to time communicate to each other as their respective addresses for service and shall be deemed served, in the case of postal notice, on the expiry of forty-eight (48) hours from time of posting and in the case of facsimile or email, on completion of transmission by the sender. In the case of the Company the address for service is nominated as its current Registered Office, as listed at the head of these terms and conditions of business. Where no address is held for the Customer then their last known email address, if no such address is held then by SMS or Fax message to their last known phone numbers, where no such phone numbers exist then by placing a notice on their Vehicle for 7 days.

23. Third Party Rights

- 23.1 A person who is not party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

24. Construction and Jurisdiction

- 24.1 These Terms and Condition of Business (herein after referred to as TCB) are displayed at all our facilities, and are available in printed form on request. Electronic versions are available on a request basis at the Companies sole discretion, and the Company may supply a printed paper copy instead. Copies of these terms and Conditions of Business in suitable formats for visually impaired those or with other requirements will be made available on request.
- 24.2 The Company may revise, amended or modify these TCB from time to time without advance notice to the Customer. Such terms becoming effective immediately unless this might be considered unfair or unreasonable in which case the new TCB would take effect from the earliest fair and reasonable point including the date of any changes to the existing Order or the date of any new Contract being made.
- 24.3 Contracts for the Sale of a Vehicle, the Purchase of a Vehicle, including Part Exchange of a Vehicle are covered by additional individually negotiated terms and conditions specific to each contract which are included within the documentation for each contract or transaction.

- 24.4 English Law shall govern construction and operation of the Contract and the Customer agrees to submit to the exclusive jurisdiction of the English Courts.
- 24.5 Each of these conditions, each clause and each paragraph hereof shall be construed as a separate condition; should any provision hereof be found to be invalid or unenforceable or an unreasonable or unfair restriction of the Company's liability then such provision shall apply with such modification or deletion as may be necessary to make it valid and effective.
- 24.6 Nothing contained in these TCB will affect or restrict or is intended to affect or restrict the statutory rights of a Customer.
- 24.7 No waiver by either party of any breach of the Contract shall be considered as a waiver for any subsequent breach of the same or any other provision.
- 24.8 The masculine shall include the feminine and the neuter and the singular the plural and vice versa;
- 24.9 The expression "person" shall include any person, body corporate, unincorporated association or partnership;
- 24.10 Any reference to a clause is a reference to a clause of these TCB;
- 24.11 Any reference to statutory provisions or enactment is as amended or extended or re-enacted from time to time;
- 24.12 The expression "including" shall not be construed as meaning by way of limitation.
- 24.13 These TCB constitute the terms of the Contract and no amendment, waiver or variation thereto shall be effective unless agreed in writing by an authorised representative of the Company. Additional terms or conditions stipulated by and/or provided by the Company on estimates, order forms or other official documentation will take priority over the terms contained herein only if those conflict with or otherwise alter these TCB .
- 24.14 Headings are for convenience only and shall not affect the construction of these terms. (V-2009.a)