



| Asset Dealers Limited © | 86 Sandyhill Lane | Ipswich | Suffolk | IP3 0NA |

## 1.Contract

1.1.The vehicle order form for the sale of a motor vehicle and accessories, if any, ("the Goods") by us, Asset Dealers Limited ("the Seller") at the agreed price ("the Total Retail Price") and any allowance in respect of a used motor vehicle offered by you ("the Buyer") incorporates the following clauses to form the contract between us.

1.2.The vehicle order form (except where varied by an express agreement between the parties which is recorded in writing and signed by an authorised representative of the Seller) shall constitute the entire contract between the parties.

## 2.Delivery

2.1.The Seller will use its reasonable endeavours to secure a delivery date or dates, but shall be under no liability whatsoever for loss occasioned by delay in delivery arising out of any cause beyond the control of the Seller.

2.2.The Goods may be delivered by the Seller or its agent in advance of the estimated delivery date, if any, upon giving 14 days prior notice to the Buyer.

2.3.Delivery shall be deemed to have been made on the date that the Goods are made available for collection by the Buyer and the Seller has given notice to the Buyer that the Goods are ready for collection. The Goods will be physically delivered by the Seller to the Buyer only where agreed by the Seller and at the Buyer's cost.

2.4.The Seller may at any time cancel the contract if the manufacturer ceases to make the Goods or if the manufacturer ceases to supply the Goods to the UK market. If the Seller is unable to supply any option or accessory, whether factory fitted or otherwise, the Seller may at its discretion either substitute a reasonable equivalent or delete the option or accessory from the contract. If any accessory is deleted the purchase price shall be adjusted by the price. The inability of the Seller to supply an option or accessory shall not constitute a breach of contract or entitle the Buyer to reject the Goods.

## 3.Price and Payment

3.1.The Goods will remain the property of the Seller and the Buyer shall not be permitted to collect the Goods until the Total Vehicle Price set out on the vehicle order form has been discharged in full (without set-off or counterclaim). A cheque given by the Buyer in payment or part payment shall not be treated as a discharge until such cheque has been cleared through the Buyer's bank and time of payment shall be of the essence.

3.2.In the event that the Buyer arranges for a finance company to purchase the Goods from the Seller at the Total Vehicle Price payable the Seller shall not release the Goods until the Total Vehicle Price has been discharged in full, including receipt of cleared funds from the said finance company.

## 4.Part Exchange

4.1.Where the Seller agrees to allow part of the purchase price of the Goods to be paid by the Buyer delivering a used vehicle to the Seller, such allowance is agreed to be given and received and such used vehicle is agreed to be delivered and accepted as part of the sale and purchase of the Goods subject to the condition that when such used vehicle is delivered to the Seller after examination by the Seller, the used vehicle shall be delivered in the same condition as when originally examined subject only to fair wear and tear and provided always that either:-

4.1.1.the used vehicle for which the Buyer receives such allowance must be his or her property absolutely and not the subject of any hire purchase agreement or other legal encumbrance whatsoever; or

4.1.2.if such used motor vehicle shall be the subject of a hire purchase transaction then such hire purchase transaction must be capable of early settlement by the Seller and the Total Retail Price due to the Buyer shall be reduced by the amount of such settlement.



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5.Failure to collect goods

5.1.If the Buyer shall fail to take and or pay for the Goods within fourteen days after written notification by the Seller that the Goods are ready for delivery, the Seller shall be at liberty to treat the contract as repudiated by the Buyer, and thereupon the deposit shall be forfeited and any sums paid by the Buyer shall be returned less a sum equivalent to a reasonable administration fee, any damages, loss or expenses which the Seller may have suffered or incurred by reason of the Buyer's default (including as a result of selling such vehicle at a lower value) and/or storage costs and the Seller shall be under no further liability to the Buyer.

5.2.The Seller may, at its option following such repudiation elect to return any part-exchange vehicle or to retain it at any agreed trade-in price (in which case the agreed trade-in price shall be treated as part of the sums paid for the purpose of this clause). This clause 5 shall be in addition to and without prejudice to the Seller's right to recover from the Buyer by way of damages any loss or expense which the Seller may suffer or incur by reason of the Buyer's default.

## 6.Examination of Goods and Reliance

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

6.2.The Buyer confirms that it has satisfied itself as to the suitability of the Goods for its requirements and has not relied upon the Seller's skill or knowledge regarding the Goods' fitness for any particular purpose or use.

## 7.Claims

7.1.Without prejudice to the terms of the manufacturer's warranty, where any valid claim in respect of the Goods which is based on any defect in the quality or condition of the Goods based on materials or workmanship or their failure to meet the specification is notified to the Seller, the Seller shall be entitled at its sole discretion either to replace or repair the Goods (or the part in question) free of charge or to refund to the Buyer the price of the Goods (or a proportion part of the price), but the Seller shall have no further liability to the Buyer.

7.2.In the event of any dispute or disagreement arising out of or in connection with this Contract or any breach of its term the Seller and the Buyer shall first use their reasonable endeavours to negotiate in good faith a settlement of such dispute

7.3.Any notice or letter under or in connection with this contract shall be in writing and shall be served by hand on the party or sent by recorded delivery at or to the address of the party set out in this contract or at or to such other address as may be subsequently notified in writing by one party to the other and in the absence of evidence of earlier receipt any notice shall be deemed to have been received and duly served:-

7.3.1.when delivered if delivered personally; or

7.3.2.two days after posting if sent by recorded delivery.

7.4 The Seller shall not be responsible for any costs incurred as a direct or in direct result of the ownership of the vehicle, these include but are not limited to repairs and recovery costs or subsequence loss of business.

## 8.Warranty

8.1.If the Goods are new and described in the catalogue or price list of the manufacturer or concessionaire, the Seller undertakes to assist the Buyer in obtaining from such manufacturer or concessionaire the benefit of any warranty or guarantee given by him to the Seller in respect of the Goods.



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8.2. The Seller shall use all reasonable endeavours to pass the benefit of any manufacturer's warranty on to the Buyer.

8.3. In the case of the Goods being a second-hand vehicle, the Seller shall transfer to the Buyer the unexpired portion of the manufacturer's warranty (if any) together with the Asset Dealers 1 month Parts only guarantee. In the Event of a fault, the Vehicle must be brought back to the sellers premises for diagnosis, any other third party suppliers used by the Buyer will be done so at their risk and will void any guarantee or agreement. The Buyer also acknowledges that in the case of the Goods being a second-hand vehicle the Goods will be sold subject to such wear and tear as is reasonable for a vehicle of its age, type, usage and mileage; and subject to paintwork and/or bodywork repairs that may have been carried out to it.

#### 9. Online Selling, Distance Selling and Off Premises Contracts

9.1. Vehicles purchased online and as distance sales, can be returned within 14 days, fair usage charges may apply along with any deductions for damages caused and deposits will not be refunded.

9.2 If the Buyer is a person engaged in the motor trade or a Business, where the vehicle will be used for Business use then the Goods are sold on the understanding of "SEEN, TRIED AND APPROVED" and the Seller shall have no liability whatsoever. For the avoidance of doubt such Buyer shall not be considered a consumer afforded protection under the Consumer Rights Act 2015.

#### 10. Other considerations

10.1 Any Vehicle, which has as a result of a request from a Customer which has been modified or changed including installation of non genuine parts, will be deemed as a bespoke vehicle and therefore a customers cannot return this vehicle for a full refund. In this instance the Seller may consider or offer a resolution but they are not obliged to do so.

10.2 Fair usage charges per miles are based upon charges from rental companies Within the county of the Seller. If the Vehicle purchased is not available from a rental company then a cost per mile will be based upon the cost of the hire purchase of the same vehicle.