

Where the Customer is a consumer nothing in these terms and conditions shall affect the Customer's statutory rights under the current Sale of Goods Act or the Unfair Contract Terms Act.

TERMS AND CONDITIONS

- 1. Order**
This order and any part exchange allowance in respect of a used motor vehicle tendered by you the Customer are subject to acceptance in writing by the Seller on the order form overleaf. In these Terms and Conditions words defined overleaf on the order form have the same meanings when used below, and "the goods" means the vehicle and/or parts specified to be purchased by the Customer on the order form.
- 2. New Vehicle**
If the goods to be supplied by the Seller are new then the following conditions shall apply:
- 2.1 The goods may be delivered with minor alterations to the specification of the goods from the sample seen by the Customer in a catalogue, showroom, advertisement or website. Changes may also be made to the specification of the goods in order to comply with applicable safety, statutory or other regulatory requirements.
 - 2.2 The goods shall have the benefit of such standard warranty from the manufacturer as is provided by the manufacturer as at the date of delivery. Details of the terms of that warranty can be obtained from the Seller on request. The goods shall also have the benefit of such separate standard warranty from the Seller as is provided by the Seller as at the date of delivery for a further period of time commencing from expiry of the manufacturer's warranty. Again, details of the terms of the Seller's own warranty can be obtained from the Seller on request.
 - 2.3 The sum payable by the Customer in respect of value added tax shall be such as the Seller is actually required to account for in respect of the goods at the time the relevant taxable supply occurs and any statement of such tax contained in the order shall be deemed to be an estimate and liable to be varied accordingly.
 - 2.4 If the manufacturer or concessionaire shall vary its recommended price for the goods in any way after the date of this order but before supply of the goods the Seller shall be entitled to give the Customer written notice that it intends to vary the contract price and shall specify the proposed variation. The Customer shall have the right within 28 days of receipt of such notice to cancel the order and obtain reimbursement of any deposit paid but if the Customer fails to give such notice the price as varied by the Seller's notice shall become the correct price and the Customer shall be obliged to pay that price.
 - 2.5 If the manufacturer of the goods ceases to make the goods the Seller may (whether the estimated delivery date has arrived or not) cancel the order by notice in writing to the Customer. The Seller shall then refund to the Customer any deposit paid.
- 3. Used Vehicle**
If the goods to be supplied by the Seller are used then the following conditions shall apply:
- 3.1 The used vehicle is to be supplied (unless otherwise specified) as roadworthy at the date of delivery and where the Customer is a consumer:
 - (i) the vehicle is sold subject to any conditions or warranty implied by the then current Sale of Goods Act;
 - (ii) prior to signing this order the Customer shall examine the vehicle and complete a Used Car Appraisal. The Customer is reminded that the condition of satisfactory quality implied by Section 14(2) of the Sale of Goods Act 1979 does not operate in respect of defects which such examination should reveal. If the goods are sold also subject to defects notified by the Seller to the Customer prior to signing the order such condition of satisfactory quality does not apply in relation to those defects.
 - 3.2 The Seller shall use its reasonable endeavours to obtain for the Customer the benefit of any warranty given by the manufacturer for any accessories fitted as new to the vehicle.
- 4. Part Exchange**
- 4.1 Where the Customer offers a used vehicle in part exchange and the Seller agrees to accept the used vehicle as part of the sale and purchase of the goods a deduction shall be made from the full purchase price of the goods of an amount specified in the order or, (where the order does not specify an amount) of an amount to be agreed by the Customer and the Seller. The purchase of the Customer's used vehicle shall be subject to the following conditions:
 - (i) that the used motor vehicle is the absolute property of the Customer free from all encumbrances; or
 - (ii) that the used motor vehicle is subject to a hire purchase agreement or other finance agreement capable of cash settlement by the Seller and that any part exchange allowance agreed shall be reduced by the amount required to settle the outstanding debt.
 - 4.2 If the used motor vehicle has been examined by the Seller prior to confirmation of acceptance of this order it shall be delivered to the Seller in the same condition as at the date of such examination with the exception of fair wear and tear. If the vehicle changes in a significant way before we take possession, we will be entitled to amend the price we offered. The vehicle covering more than 250 miles will be considered a significant change for the purpose of this clause.
 - 4.3 The used motor vehicle shall be delivered to the Seller on or before delivery of the goods to the Customer and the property in the used motor vehicle shall pass to the Seller immediately upon such delivery. If it is an independent transaction the used vehicle will be delivered to us within 7 days of the date of this agreement.
 - 4.4 Without prejudice to 4.3 above if the Seller shall serve notice upon the Customer in accordance with Clause 6.4 below the used motor vehicle shall be delivered to the Seller before the expiry of such notice.
 - 4.5 The Customer warrants that they will supply the following documentation for the used motor vehicle before completing the purchase: V5 Registration Document, Current MOT Certificate and Full service history. In some circumstances proof of your identity and verification that you own the vehicle will be required. The V5 document must be given to the Seller at the time of the Seller takes possession of the Vehicle.
- 5. Payment and Passing of Property**
Until the price has been paid in full with cleared funds by the Customer the goods shall remain the property of the Seller and in the case of payment by cheque until the relevant cheque has been cleared by the paying bank. Risk passes on delivery.
- 6. Delivery**
- 6.1 Any delivery date given (whether the same is specified in this order or has been previously or is subsequently specified) is not guaranteed by the Seller and until clause 6.2 below has been invoked the Customer shall have no right to demand the refund of the deposit or to cancel this order should that date not be adhered to. Furthermore the Seller shall not be liable for any damages or claims of any kind in respect of such delay caused wholly or partly by factors outside its control. The Seller shall not be required to supply vehicles in the sequence in which orders are placed. For the avoidance of doubt, delivery is at the Seller's place of business.
 - 6.2 If the Seller fails to deliver the goods within 28 days of any estimated date of delivery stated in this order the Customer may by notice in writing to the Seller require delivery of the goods within 10 days of receipt of such notice. If the goods are not delivered to the Customer within the said 10 days the contract shall be cancelled and the Customer's deposit shall be refunded. The customer's deposit shall not bear interest.
 - 6.3 The Seller will, if requested by the Customer, provide a written explanation as to why there is a delay in delivery.
 - 6.4 If the Customer shall fail to take and pay for the goods in pounds sterling within 14 days of being notified by the Seller that they are ready for delivery the Seller shall be entitled to treat the order as cancelled by the Customer and any deposit paid may be forfeited. The Seller may sell the goods for the best price reasonably obtainable and the Customer shall be liable for any loss, cost and expense incurred by the Seller. If the Customer shall fail to collect the goods having paid in full and title having passed to the Customer then the Seller may store the goods at the Customer's expense for a period of 90 days. If collection has not taken place in 90 days the goods will be sold by the Seller on behalf of the Customer at a reasonable price and the proceeds shall be sent to the Customer at their last known address.
 - 6.5 If through no fault on the part of the Seller the goods are not delivered to the Customer within 30 days after the date of this order or the estimated delivery date whichever is the later ("the delivery period") the allowance to be made in respect of the used motor vehicle shall be reduced by an amount not exceeding 2% per month or part month commencing from the expiry of the delivery period and ending on the actual date of delivery of goods to the Customer.
 - 6.6 If the goods are purchased at a distance within the meaning of the Consumer Protection (Distance Selling) Regulations 2000, the Customer may within 7 working days of delivery require the Seller to refund the purchase price. In this instance, the Customer must provide the Seller with written notice of cancellation and return the goods in the same or reasonable condition (which includes incurring less than 1000 miles since delivery) or make them available for collection and pay the Seller's reasonable costs of collection.
- 7. General**
- 7.1 Where the Customer is not a consumer all statements conditions or warranties as to the quality of the goods or their fitness for any purpose whether expressed or implied by law or otherwise are hereby expressly excluded.
 - 7.2 This contract is entered into on the express representation by the Customer (including a finance or leasing company) that the vehicle concerned is not being purchased with a view to resale with commercial gain within a period of six months and (i) where the Customer is an individual, that he or she is resident in the European Union, or where the Customer is a corporation its place of business is within the European Union or (ii) where the Customer is a finance company, that the vehicle is purchased on behalf of an end-user named in this contract with prior written authority, and that such end-user is resident or has its place of business within the European Union.
- 8. Jurisdiction**
The contract for the purchase of the goods is governed by English law and is subject to the jurisdiction of the English courts.
- 9. Force Majeure**
The Seller reserves the right to defer the date of delivery or to cancel the Agreement if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Seller including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce).
- 10. Approved Used Cars Exchange – This section applies to sales of Mercedes-Benz Passenger Cars from the Mercedes-Benz Network**
Within the first 30 days or 1,000 miles (whichever comes sooner) the Seller will exchange an Approved Used Mercedes for a vehicle of similar value from current centre stock, subject to the following conditions:
- i) The Seller that sold the car must be notified in writing of the owner's instructions to exchange the vehicle within 30 days or 1,000 miles of delivery (whichever is the sooner).
 - ii) The car must be taken back to the Seller that supplied the vehicle to arrange the exchange.
 - iii) The Seller will endeavour to replace the vehicle with the most similar one available from current centre stock. There is no obligation to provide the customer with an exact replacement for the original car in the terms of colour or specification.
 - iv) The car may only be exchanged for another Mercedes of equal or higher value and if it is of higher value, the Customer must pay the difference.
 - v) No compensation will be paid for any modifications made to the car during the period it is in the customers' ownership (e.g. fitting of hands free car phone kit or sound system)
 - vi) If the original car is on a finance scheme, the Customer must pay any cost associated with changing the car linked to the finance agreement.
 - vii) The Customer will be responsible for all the repair of any damage caused to the car between the time of its sales and eventual replacement.
 - viii) The Customer will be responsible for all costs relating to the transfer of cherished number plates.
 - ix) The exchange plan is valid only for the first vehicle. No exchange will be undertaken on a replacement vehicle.
 - x) The Customer's statutory right are not affected.
- 11. Finance Companies**
Notwithstanding the Terms and Conditions of this order the Customer may at any time prior to the expiry of 7 days after notification to him that the goods are ready for delivery arrange for a Finance Company to purchase the goods from the Seller at the contract price. The Terms and Conditions of this order shall apply to such purchase with the Finance Company save that the used vehicle for which an allowance was agreed to be made to the Customer shall be purchased by the Seller at a price equal to such allowance upon the conditions set out in Clause 4 above (provided that in paragraphs 4.3 and 6.5 the references to "delivery" or "delivered" in relation to the goods shall be construed as meaning delivery or delivered by the Seller to or to the order of such Finance Company) and the Seller shall be accountable to the Finance Company on behalf of the Customer for the said allowance and any deposit paid by the Customer in respect of this order.