

## CONDITIONS OF BUSINESS

The following Conditions apply to all agreements with Maxted-Page Ltd.

Nothing in these Conditions shall effect the Statutory Rights of the Consumer.

### 1 DEFINITIONS

- 1.1 "MPL" means Maxted Page Ltd of PO Box 7039, Halstead, Essex, CO9 2WL.
- 1.2 Customer means any person entering into an agreement with MPL, whether an individual or incorporated.
- 1.3 Agreement means any agreement entered into between the Customer and MPL.
- 1.4 "Goods" means any goods forming the subject of an agreement with a customer, including Motor Vehicles
- 1.5 "Services" means any services provided by MPL.
- 1.6 "Price" means the price as detailed in any Order Form or Sales Invoice issued by MPL.
- 1.7 "Motor Vehicle" includes any item included or proposed to be included in the sale of Motor Vehicles.

### 2 PAYMENT FOR GOODS AND SERVICES

- 2.1 Payment for goods shall be made forthwith (unless otherwise agreed in writing) in cash, cheque, bankers draft or credit transfer in the currency in which the sale was conducted, on the date specified in the Sales Invoice or otherwise agreed by MPL and the Customer.
- 2.2 Payment for services shall be made not more than 14 days after an invoice is rendered for such service.
- 2.3 In the event of any breach of any part of these Terms of Business MPL shall be entitled to withhold goods or services pending settlement of any claim by MPL (or any third party instructed by MPL), and shall be entitled to claim a reasonable sum for any expenses incurred as a result thereof including legal fees, storage charges, and maintenance and care of motor vehicles.
- 2.4 Any Deposit is taken as security for the performance of the Agreement to which it relates, and any failure by the Customer to perform that agreement shall entitle MPL to forfeit it, or sue for specific performance and/or damages at its discretion.
- 2.5 If, as a result of the breach of the Customer's obligations under this Agreement property belonging to the Customer is stored for more than 28 days at the premises of MPL (or such other premises such as sub-contractors as it may designate), MPL shall be entitled to charge a reasonable sum for such storage and to transfer such property to long term storage, and shall be under no liability whatsoever for any damage or deterioration in the property whilst in such storage.
- 2.6 Time or payment of any charges due to MPL is of the essence.

### 3 TITLE

- 3.1 Title in Goods shall not pass to the Customer until the Purchase Price and any charges under 2.3 above has been paid in full, any part exchange goods have been delivered and MPL is satisfied as to the title, description and quality of the part exchange goods.
- 3.2 Notwithstanding 3.1 above, risk in the Goods shall remain with the Customer from the date of the Sales Invoice until collection or delivery.

3.3 Time for payment by the Customer, and delivery of any part exchange vehicle, shall be of the essence. If a Customer fails to comply with any time limits under any Agreement, MPL shall be entitled to repudiate it, and the Customer shall compensate MPL in full on demand for all costs and expenses (including legal costs) arising in connection with or resulting from the Customer's failure to comply with the Agreement.

#### 4 WARRANTIES BY THE CUSTOMER (PART EXCHANGE GOODS)

- 4.1 The Customer warrants to MPL in the terms of sub paragraphs (a) to (e) below that he;
- (a) is the owner of the Goods or is properly authorised to sell the Goods by the owner and is able to sell the Good with full title guarantee free from all encumbrances and third party claims, with all taxes paid.
  - (b) has complied with all the requirements relating to any export or import of the Goods and has notified MPL in writing of any failure to comply with such requirements.
  - (c) has notified MPL in writing of any material alterations to the Goods which the Customer is aware of, or any concerns expressed by third parties in relation to the authenticity, provenance, origin, age, condition or quality of the Goods and has provided MPL with all such information in the Customer's possession.
  - (d) agrees that where appropriate the motor vehicle may lawfully be used on a road and complies with all statutory provisions and that there is in force a test certificate required by law in relation to such use and the Customer has notified MPL in writing if the motor vehicle cannot lawfully be used on a road.
  - (e) warrants that the information about the Goods given to MPL and the statements made about them are true.

#### 5. WARRANTIES BY MPL

- 5.1 MPL (or if MPL is acting as agent, The Seller) warrants that the Goods comply with their description, and it is entitled to sell the Goods and does so free of all encumbrances, third party claims and tax liabilities, except as otherwise agreed between the Parties.
- 5.2 Where MPL is acting as Agent for the owner of the Goods it will inform the Customer, and the Customer shall have no claim in relation to the Goods against MPL in any circumstances whatsoever.

#### 6. SERVICES

- 6.1 MPL shall provide the services under any Agreement with the Customer, using appropriate skill and care and materials of satisfactory quality.
- 6.2 The Services shall be provided in such manner at such time as any Agreement with the Customer shall determine. The Agreement may be by way of a formal Contract between the Customer and MPL, or to be construed in accordance with any communications, written or oral, passing between the Customer and MPL. In the event that there is any ambiguity in these communications, any doubt shall be resolved in favour of MPL.
- 6.3 MPL shall render the Services using reasonable endeavours to obtain the requisite materials, and within the specified time in any Agreement, but time shall not be of the essence in relation to the performance of the Services and MPL shall not be liable for any delay as a result of matters outside its control, as a result of any fault of any sub-

contractors it may employ, or as a result of defective materials or design.

- 6.4 In rendering the Services, MPL may use the services of sub-contractors, and shall be the agent of those sub-contractors save as to oblige and entitle a Customer to take action if necessary against them. MPL will however use its reasonable endeavours to bring about the rectification of any defective work by such sub-contractors.

## 7. LIABILITY

- 7.1 The liability of MPL shall (in relation to the sale of Goods) be limited to the difference between the price paid by the Customer and the value of the Goods in the condition in which the Customer received them. Under no circumstances whatsoever (whether in the sale of Goods or Services) will MPL be liable for any other damages or costs, and specifically indirect costs, including (but without prejudice to the generality of the foregoing) damage to the Goods, costs of recovery, travel, loss of profit, accommodation or any other expenses or loss whether arising from its negligence or otherwise, save for personal injury or death.
- 7.2 Provided the Goods comply with their description, MPL will not be liable for any claim arising out of an allegation that the Goods are not original, authentic, or any other like term unless specific terms were agreed in writing between MPL and the Customer modifying this condition. All goods are sold as seen and inspected if prior viewing has taken place.
- 7.3 In any other circumstances the liability of MPL shall be limited to the amount of any indemnity limit imposed by its insurers in relation to the incident in respect of which a claim is made by the Customer.
- 7.4 In any event MPL will not be liable for any claim under any agreement made more than 12 months after such agreement was completed.
- 7.5 MPL shall be under no liability for any injury, damage or loss sustained by any person while on MPL premises, except for death or personal injury caused by the negligence of MPL or its employees or agents in the ordinary course of their duties to MPL.

## 8. STATUTORY INFORMATION

- 8.1 If the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply to any Agreement, MPL will provide a Notice setting out the Customer's rights.

## 9. GOVERNING LAW

- 9.1 All transactions to which these conditions apply shall be governed by English law and MPL and the Customer hereby submit to the exclusive jurisdiction of the English courts.