

FALCON VANS LTD

ALL CONTRACTS SUBJECT TO TERMS AND CONDITIONS BELOW

TERMS AND CONDITIONS

1. Contract/Order

1.1 Our agreement with you is to provide you with services and goods, which include ordering your Vehicle on your behalf from a Supplier.

1.2 We will send you the Customer Order by post, fax or email. The contract between us will commence and be binding when:

(a) You return the Customer Order Confirmation contained in the Customer Order to us by post, duly completed and signed. Should your order form not be returned to us within 5 working days we reserve the right to reject your order; and

(b) You pay the amount specified in clause 2 below; and

(c) You provide us with all documents requested in your Customer Order Confirmation including a legible copy of your driving license. Should you fail to do so in a timely manner, your order may be delayed. The document(s) must be valid.

1.4 These Terms & Conditions govern the legal contract between you and us and cannot be varied except in writing signed by both parties. In the event of any conflict between the conditions set out in these Terms & Conditions and any other document, the conditions set out herein shall take precedence.

2. Deposit

2.1 On placing your order you will be required to make payment of:

2.1.1 A deposit of £500, or such other sum as is agreed between the parties;

3. Further documents to be supplied by you

3.1 On our request you will let us have:

(a) A photocopy of the V5 registration document for your Vehicle immediately you receive such document from the Driver and Vehicle Licensing Authority or other relevant licensing agency;

(b) Any other information requested by us, and in particular documentation required to satisfy tax authorities that you are resident in the UK.

4. Effect of placing your order

4.1 By placing your Order, you (among other things) authorize us to supply or procure the supply of your Vehicle in accordance with the Specification subject to these Terms & Conditions.

4.2 Once you have returned the Customer Order Form you will no longer be entitled to amend your Order and accordingly the Specification cannot be changed except in accordance with these Terms & Conditions.

5. Payment of VAT on imports

If owing to a failure on your part to satisfy the relevant legal requirements, VAT or other equivalent turnover tax remains lawfully payable in another Member State of the European Union, you will on demand pay us in any additional sums required to meet such tax liability.

6. Price

6.1 The purchase price of your Vehicle confirmed on the Customer Order Form (the "Price") includes:

6.1.1 The cost of any options and extras confirmed on the Customer Order Documentation; plus

6.1.2 Collection of your Vehicle from the Supplier and delivery to our customer care department; plus

6.1.3 Value Added Tax and any other sales or purchase tax at the applicable UK rates calculated on the relevant purchase price for customer's purposes; plus

6.1.4 UK first registration and the necessary UK registration document(s); plus

6.1.5 UK number plates (back and front); plus

6.1.6 Warranty and breakdown cover as detailed in the Customer Order.

6.2 All payments due under these Terms & Conditions must be made to us and not to the Supplier. We will, if applicable, account to the Supplier on your behalf for the price due to the Supplier and will be entitled to keep the balance to cover our direct costs and in payment for our services.

6.3 All elements of the Price are given and payable in pounds sterling (£) but we will pay the Supplier as appropriate in the currency agreed with the Supplier. We will bear any currency losses due to fluctuations in exchange rates. The Price shall be paid in full at the date specified for payment and without any deduction, set-off, retention, abatement or counterclaim for whatever reason.

6.4 The final balance of the Price will be notified to you by letter, fax or email once we have been notified by the Supplier that your Vehicle is at the Supplier's premises. Payment must be made by electronic transfer or cheque within 5 working days from the day you receive such letter or other notification.

6.5 We are not obliged to allow you to collect your car until we have received payment of all sums due by you in respect of your Vehicle in cleared funds.

7. Changes in Price and Specification

7.1 You agree to accept minor variations to the Specification, including changes to optional extras and colour shades.

7.2 If price rises affecting your Vehicle are imposed by the relevant manufacturer after we send you the Customer Order we reserve the right to pass on such increases to you.

8. Changes to VAT or other charges

8.1 If, due to changes in the law or other external causes beyond our control, the amount due for VAT, registration fees, vehicle excise duty or any other applicable taxes, fees or duties is more than that applicable at the date the Customer Order was originally sent to you, we reserve the right to pass on such increases to you

9. Part Exchange

The contract for part exchange shall be entirely independent of the Order and the contract you enter into with us governed by these terms and conditions.

10. Delivery

10.1 You hereby specifically authorize and instruct us (or our representatives) as your agents to complete the relevant formalities on importation of your Vehicle into the UK, if necessary, and to affect the first registration of your Vehicle.

10.2 We are entitled to request that you provide us with an original insurance cover note, within a specified time period, to enable us to proceed with registration of your Vehicle. Any failure by you to comply or delay in complying may result in a delay in delivery, in which case you will be liable for further costs as set out in this agreement.

10.3 The Estimated Delivery Time (when notified) will, as far as possible be up to date, realistic and accurate. We will as necessary, notify you from time to time of any changes to the Estimated Delivery Time whether due to build times changing or for any other reason beyond our reasonable control. See 12.4. Delivery times are not guaranteed. This agreement is a contract where time is not of the essence.

11. Breach

11.1 If you fail to pay any amount payable by you on its due date, we will give you written notice of such non-payment. If you do not pay the amount due within 7 working days after receiving such notice, this will constitute a breach entitling us to terminate the agreement between us.

11.2 In the event of breach by you of any of your obligations under these Terms and Conditions, and any consequent termination of this agreement, then without prejudice to any other rights accrued before termination:

11.2.1 If you have paid a deposit to which we have access, we may compensate ourselves out of any deposit made by you (if we have access to it) prior to returning any remaining balance to you.

12. Exclusions of liability

12.1 Unless you notify us in the manner set out in these Terms & Conditions, and in any event within reasonable time we will not be liable for any defects in your Vehicle.

12.2 Whilst all possible care is taken, we do not guarantee the availability of a given vehicle or its Specification or options (particularly special editions) and the lead times to delivery. In particular, we do not warrant that photographs or illustrations appearing on our website or other promotional literature are entirely accurate.

12.3 We are not responsible for any indirect or economic loss arising out of late delivery, non-delivery or any other problems with your Vehicle.

12.4 We take reasonable care to ensure that advice or information we provide about your Vehicle (both before and after you place your Order) is accurate and meets normal requirements of use. If you have in mind any requirements or purposes particular to your circumstances you must clearly make them known to us so that we have a reasonable opportunity to check. No representation or statement made in good faith based on our reasonable understanding of your requirements or purposes may be treated by you as an actionable misrepresentation.

13. General Notices

13.1 You can change your address for notice by written notice to us. Such notice shall take effect seven days after our receipt of the notice.

13.2 All notices that you give to us must be in writing.

13.3 Either party will be treated as having received any letter addressed to it at its correct address given on the Customer Order on the first working day after posting (if sent by Royal Mail Special Delivery), on the second working day after posting if sent by first class pre-paid mail, and on the fourth working day after posting if sent by second class pre-paid mail. A letter posted on a Sunday, bank or public holiday is treated as having been posted on the next working day. In the case of e-mail or fax, delivery shall be deemed to take place on the next working day, save that in determining the Date of the Contract, the date of transmission will be definitive.

13.4 You have no right to cancel the contract once we have received a copy of your signed order form, or your deposit.

13.5 If any of these terms is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the remainder of the provision and all other provisions shall to the maximum extent permissible remain unaffected.

13.6 The Contract is governed by English law and any dispute arising under or in connection with it shall be subject to the jurisdiction of the English courts.

14. Binding effect of your Order

When you return the Customer Order or pay us a deposit we may supply you with your Car and our services immediately, and unless we agree otherwise, you will thereafter not be able to cancel the agreement.

15. Post delivery issues

15.1 All customers are required to carry out a thorough internal and external inspection of their vehicle immediately before, and at the place of delivery, and to sign an Inspection Checklist. Once this has been signed it is agreed between the parties that the car is to the correct specification and that there are no cosmetic flaws or defects, and that Falcon Vans Ltd shall carry out no further work on the vehicle, unless a defect has been noted on the Checklist. It is your responsibility to check your Vehicle carefully on final collection.

15.2 If the defect is one for which we accept responsibility under these Terms & Conditions, we will at our sole option either:

15.2.1 Pay the reasonable cost of remedying the defect.

15.3 Undertake the necessary remedial work ourselves or via a contractor of our choice

15.4 We are not liable to provide or pay for a collection or delivery service or alternative transport while repair or rectification work is carried out.

16. Warranties

16.1 Your Vehicle is free from any charge or encumbrance;

16.2 Your Vehicle complies with the Specification save in circumstances provided for in this agreement;

16.4 You will obtain the benefit of any manufacturer's warranty under the same conditions that would apply had your Vehicle been purchased in the United Kingdom.