

# **LUXURY & PERFORMANCE CARS LTD. VEHICLE SALES TERMS & CONDITIONS (TRADE SALES ONLY)**

## **1. TRADE SALE**

- 1.1 All vehicles sold by the Company are sold strictly on a Business-to-Business (B2B) basis and are intended for purchase by motor traders, dealers, brokers, exporters, finance companies and other commercial entities only.
- 1.2 The Buyer confirms that they are purchasing the vehicle in the course of business and not as a consumer.
- 1.3 Consumer protection legislation, including the Consumer Rights Act 2015, shall not apply.
- 1.4 All sales are conducted in accordance with accepted motor trade practices and industry standards.

## **2. DEPOSITS & COMPLETION**

- 2.1 Any deposit paid towards a vehicle purchase constitutes part payment of the purchase price.
- 2.2 All deposits are strictly non-refundable.
- 2.3 Upon receipt of a deposit, the Company may remove the vehicle from sale and incur costs, losses and missed sales opportunities.
- 2.4 Unless otherwise agreed in writing via email or WhatsApp, the Buyer shall complete the purchase and pay the remaining balance within seven (7) working days of the deposit being received.
- 2.5 Should the Buyer fail to complete the purchase within seven (7) working days, or such extended period as agreed in writing, the Company may immediately terminate the transaction, retain the deposit in full, and offer the vehicle for sale to a third party without further notice.
- 2.6 The Company reserves the right to pursue any additional losses, costs, expenses or damages arising from the Buyer's failure to complete.

## **3. TITLE & RISK**

- 3.1 Risk in the vehicle shall pass upon collection, delivery or release of the vehicle.
- 3.2 Legal title shall not pass until cleared funds have been received in full.
- 3.3 Until title passes, the Company reserves the right to recover possession of the vehicle.

## **4. VEHICLE DESCRIPTION**

- 4.1 All descriptions, specifications, photographs, advertisements and representations are provided in good faith and as a guide only.
- 4.2 Used vehicles may contain age-related wear, repairs, paintwork, cosmetic imperfections, replacement components, accident damage or defects not identified or disclosed.
- 4.3 Buyers are responsible for carrying out their own inspections and due diligence.
- 4.4 No representation shall constitute a warranty unless confirmed in writing.

## **5. MILEAGE DISCLAIMER**

- 5.1 Mileage readings are supplied for identification purposes only.
- 5.2 No warranty or guarantee is given regarding mileage accuracy.
- 5.3 Buyers must independently verify mileage prior to purchase.
- 5.4 The Company accepts no liability for mileage discrepancies, odometer replacement, mileage correction or inaccuracies.

## **6. VEHICLE CONDITION**

- 6.1 All vehicles are sold as seen, as inspected, as tested and with all faults.
- 6.2 Vehicles may require servicing, maintenance, repair, diagnostics or replacement parts after purchase.
- 6.3 No warranty, guarantee or representation is given regarding the mechanical, electrical,

structural, cosmetic, software or operational condition unless agreed in writing.

6.4 Responsibility for all maintenance, defects, repairs, breakdowns and associated costs passes to the Buyer upon collection or delivery.

6.5 No allowance, compensation, contribution, reimbursement or discount shall be made by the Company for defects discovered after completion, whether known or unknown at the time of sale.

## **7. INSPECTION**

7.1 The Buyer shall be deemed to have inspected the vehicle prior to purchase or voluntarily waived the right to do so.

7.2 Independent inspections are strongly recommended.

7.3 Failure to inspect shall not give rise to any claim.

## **8. ACCEPTANCE OF VEHICLE**

8.1 Collection, delivery, registration, export, payment in full or transfer of ownership shall constitute acceptance of the vehicle.

8.2 No rejection, refund, compensation claim or price reduction shall be permitted after acceptance unless agreed in writing by the Company.

## **9. VEHICLE HISTORY & THIRD-PARTY INFORMATION**

9.1 Vehicle information may be obtained from previous owners, supplying dealers, brokers, auction houses, manufacturers, service providers and third-party sources.

9.2 The Company does not warrant or guarantee the accuracy, completeness or reliability of information supplied by third parties.

9.3 Statements regarding provenance, ownership history, service history, accident history, paintwork history, specification, originality, rarity, collectability or future value are provided in good faith only.

9.4 The Buyer accepts responsibility for independently verifying all information before purchase.

9.5 The Company shall have no liability for inaccuracies, omissions or errors contained within third-party records or information sources.

## **10. BROKERAGE, NON-CIRCUMVENTION & CONFIDENTIALITY**

10.1 The Buyer acknowledges that the Company operates as a dealer, broker, introducer and sourcing specialist.

10.2 Any information relating to suppliers, sellers, owners, dealers, brokers, introducers or purchasers shall be treated as confidential.

10.3 The Buyer shall not directly or indirectly approach, negotiate with or transact with any party introduced by the Company without the Company's involvement.

10.4 This restriction shall apply for twenty-four (24) months from the date of introduction.

10.5 Any attempt to circumvent or bypass the Company shall constitute a material breach of these Terms.

10.6 The Company shall be entitled to recover all losses suffered, including lost profits, commissions, legal costs and consequential losses.

10.7 These obligations shall survive completion, cancellation or termination of the transaction.

## **11. LIMITATION OF LIABILITY**

11.1 The Company's liability shall be limited to the purchase price actually paid for the vehicle.

11.2 The Company shall not be liable for indirect, consequential, incidental, commercial or economic losses including loss of profit, business, opportunity, transport, repair or finance costs.

## **12. ENTIRE AGREEMENT**

12.1 These Terms constitute the entire agreement between the parties.

12.2 No verbal statement or representation shall be relied upon unless confirmed in writing.

## **13. GOVERNING LAW & JURISDICTION**

13.1 These Terms shall be governed by and construed in accordance with the laws of England and Wales.

13.2 The courts of England and Wales shall have exclusive jurisdiction to hear and determine any

dispute arising out of or in connection with these Terms.

13.3 The parties agree that the preferred venue for the commencement of proceedings shall be the courts of London, England.