

## **CONDITIONS OF BUSINESS**

The following Conditions apply to all agreements with Godin Sporting Cars & Motorcycles Ltd. Nothing in these Conditions shall affect the Statutory Rights of the Consumer.

### **1. DEFINITIONS**

- 1.1. "GSC&M" means Godin Sporting Cars & Motorcycles Ltd. of 20-22 The Alders Estate, Seven Mile Lane, Mereworth, Kent ME18 5JG.
- 1.2. Customer means any person entering into an agreement with GSC&M, whether an individual or incorporated.
- 1.3. Agreement means any agreement entered into between the Customer and GSC&M "Goods" means any goods forming the subject of an agreement with a customer, including Motor Vehicles.
- 1.4. "Services" means any services provided by GSC&M.
- 1.5. "Price" means the price as detailed in any Order Form or Sales Invoice issued by GSC&M "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 GSC&M shall be entitled to withhold goods or services pending settlement of any claim by GSC&M (or third party instructed by GSC&M), 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 GSC&M 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 GSC&M (or such other premises such as sub-contractors as it may designate), GSC&M 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 GSC&M 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 GSC&M 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, GSC&M will be entitled to repudiate it, and the Customer shall compensate GSC&M 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 GSC&M 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 GSC&M in writing of any failure to comply with such requirements.
  - (c) has notified GSC&M 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 GSC&M 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 GSC&M in writing if the motor vehicle cannot lawfully be used on a road.
  - (e) warrants that the information about the Goods given to GSC&M and the statements made about them are true.

#### **5. WARRANTIES BY MPL**

- 5.1. GSC&M or if GSC&M 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 GSC&M 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 GSC&M in any circumstances whatsoever.

#### **6. SERVICES**

- 6.1. GSC&M 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 GSC&M or to be construed in accordance with any communications, written or oral, passing between the Customer and GSC&M. In the event that there is any ambiguity in these communications, any doubt shall be resolved in favour of GSC&M.
- 6.3. GSC&M 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 GSC&M 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, GSC&M 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. GSC&M 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 GSC&M 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 GSC&M 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, GSC&M 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 GSC&M 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 GSC&M 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 GSC&M will not be liable for any claim under any agreement made more than 12 months after such agreement was completed.
- 7.5. GSC&M shall be under no liability for any injury, damage or loss sustained by any person while on GSC&M premises, except for death or personal injury caused by the negligence of GSC&M or its employees or agents in the ordinary course of their duties to GSC&M.

## **8. STATUTORY INFORMATION**

- 8.1. If the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply to any Agreement, GSC&M 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 GSC&M and the Customer hereby submit to the exclusive jurisdiction of the English courts.