

EMINENCE IMPORTS LIMITED -TERMS AND CONDITIONS.

The standard terms and conditions have two sections. Section one applies to all contracts and Section two contains additional terms, which applies to contracts for the sourcing of imported vehicles.

SECTION 1

Definitions

- 1.1 In this Contract: 'Conditions' means the terms and conditions set out in this Contract. 'Contract' means a contract between the Customer and the Company incorporating these terms and conditions. 'Customer' means the person or firm whom the vehicle is ordered and purchased. 'Dealer' means a UK, European or Japanese dealer in Vehicles with whom the Company has an established trading relationship. 'Deposit' means a sum of money paid by the Customer to the Company (as notified by the Company) not less than £300 payable on placing an order. 'Order' means an Order placed by the Customer for a Vehicle on the terms of this Contract. 'Price' means the Price of the Vehicle. 'Purchase Contract' means the Contract between the Customer and the Dealer for the purchase of the Vehicle. 'Vehicle' means the Vehicle with the specification as ordered by the Customer. 'Company' means Eminence Imports Limited trading as Eminence Imports whose registered office is at 45 Clumber Drive, Gomersal, Cleckheaton, BD19 4RP. 'VAT' means any value-added tax or indirect tax payable in the EU. 'Specification' means the optional extras fitted to the Vehicle in accordance with the Customer's requirements and the colour specified by the Customer as set out in the Order. 'Website' means <http://www.eminenceimports.com>
- 1.2 Any reference in this Contract to any provision of statute shall include any subsequent amended provision, re enactment or extended provision relevant at any time.
- 1.3 The headings in this Contract are for convenience only and shall not effect their interpretation.
- 1.4 This Contract incorporates the terms of the Company's privacy policy as though it was set out in full herein.
- 1.5 Information contained in the Company's Website regarding vehicle information is provided by Eminence Imports. Eminence Imports has been diligent in providing accurate information however there is always a risk that the information can change in the time between you receiving it and using it. Therefore Eminence Imports provides no warranties. Please use care in your use of the information provided.

Content of Contract

- 2.1 Unless agreed in writing by the Company and the Customer, every sale of the Vehicle by the Company to the Customer should be governed by these conditions.
- 2.2 The Company accepts that all information provided by the Customer is true and accurate and will rely upon these statements to decide whether to accept the Customer's order and therefore if such information is not true the Company may consider that the Customer has acted fraudulently.

Quotation

- 3.1 Prices, specifications and options listed on the Company's website are for guidance only. The Price of the Vehicle shall be the Company's quoted price is prepared specifically for the Customer and in any case as shown in the invoice.
- 3.2 All prices quoted in writing are valid and finalised only on receipt of the deposit.
- 3.3 All quotations are prepared on the basis of information supplied by the Customer and the Company reserves the right to vary the quotation if the Customer changes the information provided including (but not limited) to the specification after the date of quotation.

Delivery

- 4.1 Deliveries will be made by the Company. It is the Customer's responsibility to ensure that someone is available to accept delivery of the vehicle on the Delivery Date. If the company is unable to deliver the Vehicle because the Customer is not available or has not arranged for someone to be available to accept delivery on the Delivery Date the Company will store the Vehicle on the Customer's behalf and reserve the right to impose reasonable storage and re-delivery charges. The delivery address will be agreed and stipulated in the Contract.

Vehicle Acceptance

- 5.1 The Customer must notify the Company immediately in writing if the Customer reasonably believes that the Vehicle does not comply with the Specification or is not of satisfactory quality and wishes to cancel the Order subject to clauses 7.1-7.5 (inclusive).
- 5.2 If price rises affected the Vehicle are imposed by the relevant manufacturer or importer after the Company sends the Purchase Contract to the Customer we reserve the right to pass on such increases to the Customer.
- 5.3 If the Company notifies the Customer that the Supplier has made a major change to the Specification, the Customer may cancel the Order by advising the Company in writing within 5 working days of said notification.
- 5.4 The Customer should be aware that the manufacturers reserve the right to change specification of any vehicle without notice. The Company can only make the Customer aware of specification changed when the Supplier advises the Company of them.

Price

- 6.1 The Company warrants that the Vehicle will conform to the Specification requested by the Customer and will have a warranty stipulated by the relevant manufacturer.
- 6.2 On placing an Order the Customer shall pay the Deposit which shall be refundable subject to the conditions outlined in Section 7 below.
- 6.3 The Company shall charge VAT on the Vehicle which is included in the Price unless otherwise stated.
- 6.4 The balance of the Price shall be paid on delivery by bankers draft from a UK clearing bank or by cheque from a finance company. A cheque will not constitute payment of the Price until the cheque has cleared.
- 6.5 If the Customer fails to make any payment on delivery of the Vehicle then without prejudice to any other right or remedy available to the Company, the Company shall be entitled to charge the Customer interest (both before and after judgement) on the Price at the rate of 4% above the Barclays Bank base rate from the date of delivery until payment in full is made.

Cancellation of Orders

- 7.1 If the Customer validly cancels the Order before delivery or on delivery, the Company will refund the Customer's deposit, and if applicable, the balance of the Price subject to the Customer paying a £250 administration fee.
- 7.2 Cancellations after delivery
- 7.2.1 The Customer may cancel the agreement and return the Vehicle after delivery provided that:
- 7.2.1.1 The Customer gives notice of such cancellation within 5 working days of delivery.
- 7.2.1.2 The Vehicle has done less than 50 miles since Delivery.
- 7.2.1.3 The Vehicle has been stored in a covered area; and
- 7.2.1.4 The Vehicle is undamaged on delivery back to the Company.
- 7.2.2 In such circumstances the Customer will also be liable to pay a sum of £500 as reasonable administration costs for the Company facilitating such cancellation including collection of the vehicle.
- 7.3 Once an order has been cancelled the monies returned (as outline in clauses 7.1 to 7.3 inclusive) the Company will be under no further liability whatsoever to the Customer.
- 7.4 When the customer has arranged the purchase of the Vehicle by the finance company and subsequently cancels the Order in accordance with clause 7.2 this notice of cancellation will be deemed to cancel:
- a. The agreement between the Company and the finance company; and
- b. The agreement between the Customer and the finance company (to which separate written terms and conditions apply) and the Company will ensure that the finance company is immediately notified of the cancellation thereof accordingly.

Limitations of Liability

- 8.1 Except where otherwise contained in these conditions the Company has no obligation, duty or liability in contract tort (including negligence or breach of statutory duty) or otherwise.
- 8.2 Where the Customer does not purchase the Vehicle in the course of a business (or hold itself out as doing so) Paragraph 6.1 does not exclude the undertakings implied by sections 13, 14 and 15 of the Sale of Vehicle Act 1979 and does not affect the Customers statutory rights.
- 8.3 The Company does not exclude or restrict liability for death or personal injury resulting from its own negligence or liability arising by virtue of part one of the Consumers Protection Act 1987.
- 8.4 The Company shall not be liable to the Customer in contract, tort or otherwise for any loss (whether direct or indirect) of profit business or anticipated savings or for any indirect or consequential loss or damage whatsoever.
- 8.5 Subject to this clause 7 the Company's liability shall be limited to one and a half times the price.

Risk and Title

- 9.1 Risk of damage to or loss of the Vehicle shall pass to the Customer upon delivery to the Customer.
- 9.2 Title in the Vehicle rests with the Company and shall not pass to the Customer until the Company has received in cash or cleared funds payment in full of the Price of the Vehicle and all other things agreed to be sold by the Company to the Customer for which payment is then due.
- 9.3 Prior to passing of title in the Vehicle to the Customer from the Company the Customer shall keep the Vehicle identified as the property of the Company.
- 9.4 Prior to passing of title in the Vehicle from the Company to the Customer the Company shall be entitled at any time to require the Customer to deliver up the Vehicle to the Company and if the Customer fails to do so forthwith to enter upon or into any premises or vehicles of the Customer or any third party where the Vehicle is located in order to recover the vehicle.
- 9.5 Notwithstanding that title to the Vehicle shall not have passed to the Customer an action for the price of the Vehicle can be maintained by the Company at any time after delivery of the Vehicle to the Customer.

Insurance

- 10 Prior to passing of title in the Vehicle to the Customer from Company the Customer shall keep the Vehicle safe and insured against loss, theft and damage up to the full replacement value of the Vehicle.

Force Majeure

- 11 The Company shall have no obligation to deliver if delivery is delayed, hindered or prevented by any circumstances beyond the Company's control including but not limited to: strikes, lockouts or any other industrial action, civil disturbance, war, act of God, fire, explosion, storm, flood, tempest, seizure, arrest or requisition government regulation, restrictions, shortage, failure of computer systems and telecommunications systems or sub-contractor failure.

Notices

- 12 Any notice required to be given or served shall be in writing and shall be served either by leaving the same or sending the same to the relevant party at its registered office or principal place of business or (where not in business) at the address last notified.

General

- 13.1 No waiver by the Company of any breach by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 13.2 The Customer may not assign any of its rights or obligations under this Contract without the Company's consent in writing.
- 13.3 If any of these Conditions is held invalid or unenforceable in whole or in part the validity of the remaining Conditions and the remainder of the provisions in question shall not be affected.
- 13.4 Words importing the singular shall include the plural and vice versa and words importing the masculine shall include the feminine the neuter and vice versa.
- 13.5 This Contract shall be governed by the laws of England and Wales and the Customer agrees to submit to the non-exclusive jurisdiction of the English and Welsh courts.
- 13.6 The Customer agrees to the Company retaining data in manual form and in computer records and to the processing by computers of search data provided by the Customer in the course of the Contract on the understanding that the data is retained or processed in accordance with the Data Protection Act 1984 and 1998 or any other applicable legislation from time to time in force.
- 13.7 The Company may amend any part or parts of this Contract without notice at any time or times and such amendments shall be effective from the earlier of the time the Customer has constructive knowledge of the revised contract or when the revised Contract is placed on the Company's website.

Contact Details

- The Company can be contacted as follows: 45 Clumber Drive, Gomersal, Cleckheaton, BD19 4RP. Tel: 0844 344 0532 Fax: email@eminenceimports.com

SECTION 2

- Appointment of Agent The terms of this Section 2 shall apply in addition to the conditions set out in Section 1 unless otherwise stated.

- 1.1 The Customer hereby appoints the Company to act as agent on behalf of the Customer to arrange the purchase of the Vehicle from an Auction. The Company will act as the agent of the Customer in confirming the availability of the Vehicle, negotiate and enter into the Purchase Contract and arrange delivery of the Vehicle to the Customer.
- 1.2 The Company gives no warranty or representations in relation to the Vehicle except as are expressly set out in this Contract. In acting as the Customers agent the Company will endeavour to protect the Customer's right as a purchaser of the Vehicle.
- 1.3 In acknowledgement of the provisions of clauses 1.1 and 1.2 the Customer agrees to waive any claim it may have against the Company which is in any way connected to a dispute between the Customer and Dealer or any other party providing services related to the purchase of the Vehicle, except where the Company has been negligent or is in breach of this Contract.

Ordering

- 2.1 On the Customer accepting the quotation or otherwise instructing the Company to order the Vehicle the Customer must pay the deposit and provide a copy of their passport and driving license.
- The Company will then place an order on the behalf of the Customer. The Purchase Contract will be between the Dealer and the Customer and will be binding on the Customer. The Customer will receive confirmation of the Purchase Contract, which may be sent directly by the Dealers Agent.
- 2.2 The Customer may only terminate or cancel the Purchase Contract in accordance with its terms but must notify the Company prior to such termination or cancellation. The Customer hereby agrees that it will assign the purchase Contract to the Company or one of the Company's other customers.

Price

- 3.1 The Customer must pay the balance of the price on delivery of the Vehicle. Payment shall be made by bankers draft from a UK clearing bank unless otherwise agreed.
- 3.2 Should the invoice price alter due to manufacturer price revisions, changed specification, model year changes or 'face lift' improvements between the date of the Order and the anticipated date of Delivery, the Customer shall be required to pay for the new Vehicle at the revised price. The Customer shall be liable to pay VAT (which unless otherwise agreed between the parties is included in the price) due on the Import of the Vehicle and authorises the Company to pay VAT due to the relevant authorities on the Customer's behalf.
- 3.4 The price will be payable in Yen or such currency that is notified by the dealer. The Customer appoints the Company to act as its agent in the payment of the price to the dealer and accepts that any profit made on the conversion of the currency shall be retained by the Company. The Customer will pay the price to the Company in Sterling.

Commission

- 4 The Customer acknowledges that the Company will charge commission for acting as the Customer's agent and accepts that the Company's commission is included in the price.

Lien

- 5.1 The Company will have a general and particular lien for the price over the Vehicle or proceeds of sale thereof.
- 5.2 The lien provided in clause 5.1 shall be exercisable to recover monies, charges and expenses due from any one or more of any such persons.

Specification & Registration

- 6.1 The Company warrants that the Vehicle will conform to the specification and with a warranty stipulated by the European manufacturer. (except Japanese imported vehicles which require SVA certificate for registration if under 10 years old)
- 6.2 All Vehicles are supplied with a Certificate if Conformity (except Japanese vehicles) that enables UK registration. The Company will register the Vehicle within 14 days of importing the Vehicle and will also tax the Vehicle for 12 months.

Delivery

- 7.1 The Customer will be provided with an estimated delivery date with the quotation. The Company will inform the Customer of the exact date once it becomes aware of it.
- 7.2 The parties agree that delivery will not take place within 30 days of the order being placed (unless otherwise agreed.)

Offer to purchase the Customer's Vehicle

- 8 The provisions of clause 10 in section one shall apply but the Customer's Vehicle shall not be taken in part-exchange but shall be purchased by the Company who shall have a right of set-off against the price.