

CONSUMER TRANSACTIONS

In regards to a transaction with a consumer within the meaning of the Sale of Goods Act 1979, nothing herein contained is intended to affect, nor will it alter, a consumer's statutory rights under the Sale of Goods Act 1979 or the Contract Terms Act 1977

TERMS AND CONDITIONS

1. This order and any allowance in respect of a part exchange motor vehicle offered by the Purchaser as detailed overleaf are subject to acceptance and confirmation in writing by JDS Trucks Ltd ("the Seller") when so accepted this constitutes a binding contract. If the part exchange is not handed over by the purchaser to the seller in the same condition, fair wear and tear excepted, the seller may make a reasonable deduction from the allowance to cover the cost of any repairs which may be necessary.
2. The Seller will endeavour to secure delivery of the goods by the estimated delivery date (if any) but does not guarantee the time of delivery and shall not be liable for any damages or claims of any kind in respect of delay in delivery. (The Seller shall not be obliged to fulfil orders in the sequence in which they are placed)
3. Vehicle(s) remain the property of the seller until:
 - (i) the purchase price has been paid in full and
 - (ii) any cheque presented in payment has been cleared and
 - (iii) the purchaser has complied in all respects with Clause 8 below.
4. If the goods to be supplied by the Seller are new, the following provisions shall have effect.
 - (a) this agreement and the delivery of the goods shall be subject to any terms and conditions which the Manufacturer or Concessionaire may from time to time lawfully attach to the supply of the goods or the resale of such goods by the Seller, and the Seller shall not be liable for any failure to deliver the goods occasioned by his inability to obtain them from the Manufacturer or Concessionaire or by his compliance with such terms or conditions. A copy of the terms and conditions currently so attached by the Manufacturer or Concessionaire may be inspected at the Sellers Registered Office.
 - (b) the seller undertakes that he will ensure that the pre-delivery work specified by the Manufacturer or Concessionaire is performed and he will use his best endeavours to obtain for the Purchaser from the Manufacturer or Concessionaire the benefit of any warranty or guarantee given by him to the Seller or to the Purchaser in respect of the goods and, save in the case of consumer sales (as defined by the Sale of Goods Act 1979) all statements conditions or warranties as to the quality of the goods or their fitness for any particular purpose whether express or implied by law or otherwise are hereby expressly excluded.
 - (c) No allowance can be made for any part of the standard equipment supplied with the vehicle which the Purchaser does not wish to take.
 - (d) Notwithstanding the sum for Value Added Tax specified in the order, the sum payable by the Purchaser in respect thereof shall be such sum as the Seller becomes legally liable for at the time the taxable supply occurs.
 - (e) If after the date of this order before delivery of the goods to the Purchaser the Manufacturer's or Concessionaires recommended price for any of the goods shall be altered, the Seller shall give notice of any such alteration to the Purchaser, and
 - (i) In the event of the Manufacturers or Concessionaires recommended price for the goods being increased the amount of such increase which the Seller intends to pass to the Purchaser shall be notified to the Purchaser. The Purchaser shall have the right to cancel the contract within 14 days of receipt of such notice. If the Purchaser does not give such notice as aforesaid the increase in price shall be added to and become part of the contract price.
 - (ii) In the event if the recommended price being reduced the amount of such reduction, if any, which the Seller intends to allow to the Purchaser shall be notified to the Purchaser. If the amount is not the same as the reduction of the recommended price the Purchaser shall have the right to cancel the contract within 14 days of receipt of such notice.
 - (f) in the event of the Manufacturer of the goods described in the order ceasing to make goods of that type, the Seller may (whether estimated delivery date has arrived or not) by notice to the Purchaser, cancel the contract.
5. (a) Acceptance by the seller of the deposit paid hereunder nor any agreement by the Seller to take a vehicle in part exchange shall be deemed to be an acceptance of the order nor shall it prejudice any of the other terms and conditions hereof.
 - (b) In the event of the Seller cancelling the order under the provision of Clause 6 hereof or in the event of the Purchaser cancelling this order any deposit paid hereunder shall be forfeited to the Seller such forfeiture to the Seller being without prejudice to any other remedy open to the Seller hereunder.
6. (a)
 - (i) If the Purchaser fails after the vehicle is available to complete or procure the completion of the transaction and fails to remedy any such default within 14 days of written notice to so do the Seller may cancel the sale

- (ii) In the event of cancellation under this clause or of repudiation by the Purchaser then the Purchaser shall pay the Seller such sum as will (with any deposit forfeited under Clause 5) equal to the full loss (including loss of profit) sustained by the Seller as a result of such cancellation or repudiation.
 - (iii) In the event of cancellation hereunder any agreement to take a vehicle in part exchange shall also be cancelled unless the said vehicle has been sold by the Seller when if the price obtained by such sale is less than the price fixed for part exchange the Purchaser shall pay the Seller the difference in addition to any other amount payable under this clause.
 - (b) If the Purchaser shall fail to take and pay for the goods within 14 days of notification that the goods have been completed for delivery, the Seller shall be at liberty to treat the contract as repudiated by the Purchaser and thereupon the deposit shall be forfeited without prejudice to the Seller's right to recover for the Purchaser by way of damages any loss or expense which the Seller may suffer or incur by reason of the Purchaser's default.
7. The goods shall remain the property of the Seller until the price has been discharged in full. A cheque given by the Purchaser in payment shall not be treated as a discharge until the same has been cleared.
8. Where the Seller agrees to allow part of the price of the goods to be discharged by the Purchaser delivering a part exchange vehicle to the Seller, such allowance is hereby agreed to be given and received and such part exchange is warranted to be delivered and accepted, as part of the sale and purchase of the goods and upon the following further conditions:
- (a)
 - (i) that such used vehicle is the absolute property of the Purchaser and is free from all encumbrances; or
 - (ii) that such used vehicle is the subject of a finance agreement lien charge or other encumbrances capable of cash settlement by the Seller, in which case the allowance shall be reduced by the amount required to be paid by the Seller in settlement thereof;
 - (b) that if the Seller has examined the said part exchange vehicle prior to his confirmation and acceptance of this order, the said part exchange vehicle shall be delivered to him in the same condition as at the date of such examination (fair, wear and tear excepted)
 - (c) that such part exchange vehicle shall be delivered to the Seller on or before delivery of the goods to be supplied by him hereunder, and the property of the part exchange vehicle shall thereupon pass to the Seller absolutely:
 - (d) that without prejudice to (c) above such part exchange vehicle shall be delivered to the Seller within 14 days of notification to the Purchaser that the goods to be supplied by Seller have been completed for delivery:
 - (e) that if the goods to be delivered by the Seller through no fault on the part of the Seller shall not be delivered to the Purchaser within 30 days after the date of this order or the estimated delivery date, where that is later, the allowance on the said used vehicle shall be subject to reduction by an amount not exceeding 5% for each completed period of 30 days from the date of the expiry of the first mentioned 30 days, to the date of delivery to the Purchaser of the goods.
- In the event of the non-fulfilment of any of the foregoing conditions other than (e) the Seller shall be discharged from any obligation to accept the said part exchange vehicle or to make any allowance in respect thereof, and the Purchaser shall discharge in cash the full price of the goods to be supplied by the Seller.
- (f) That the vehicle has not been involved in any serious or major accident.
9. Any notice given hereunder must be in writing and sent by post to the residence or last known place of business of the person to whom it is addressed and shall be deemed to have been received within two days following that on which it was posted.
10. Notwithstanding the provisions of this agreement the Purchaser shall be at liberty before the expiry of 7 days after notification to him that the goods have been completed for delivery to arrange for a finance company to purchase the goods from the Seller at the price payable hereunder. Upon the purchase of the goods by such finance company, the preceding clauses of this agreement except clause 4 (b) shall cease to have effect, but any part exchange vehicle for which an allowance was there under agreed to be made to the Purchaser shall be bought by the Seller at a price equal to such allowance, upon the conditions set forth in clause 8 above (save that in (c) (d) and (e) thereof all references to "delivery" or "delivered" in relation to "the goods" shall be construed as meaning delivery or delivered by the Seller to or to the order of the finance company) and the Seller shall be accountable to the finance company on behalf of the Purchaser for the said price and any deposit paid by him under this agreement.
11. Otherwise than in respect of a consumer sale, the Seller shall not be liable for any direct or indirect or consequential loss or damage howsoever arising from the negligent or defective design, manufacture or repair of parts or materials supplied to the seller by a manufacturer or importer.
12. The Seller will make a search with a credit reference agency which will keep a record of that search and will share that information with other businesses. The Purchaser consents to this search and also allows the Seller to make enquiries about the principal/directors/partners/proprietors with a credit reference agency.