



## USED QUALIFYING VEHICLE INVOICE

**MSL Ballsbridge Motors**  
**162 Shelbourne Road**  
**Ballsbridge**  
**Dublin 4**  
**Ireland**  
**IE9051064C**  
**D04 DX77**

Registration Number : KR70ULP  
Date 1st registered : 27/10/2020  
VAT Purchase Price : 0

## STATEMENT/SUMMARY

MSL Ballsbridge Motors	51450.00	Sales Acc: M9102
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## Retail Used Cars Remarketing TERMS AND CONDITIONS

### 1. Order or Sale

This Order in respect of a used motor vehicle tendered by you the Customer is subject to acceptance in writing by the Seller on the Order form ("Order"). In these Terms and Conditions words defined on the Order have the same meaning when used below, and the "Goods" means the vehicle and/or parts specified to be purchased by the Customer on the Order.

### 2. Used Vehicle

The Goods to be supplied by the Seller comprise a used vehicle therefore the following conditions shall apply:

- 2.1 The used vehicle is to be supplied (unless otherwise specified) as roadworthy at the date of delivery
- 2.2 Prior to signing this Order the Customer shall examine the vehicle and complete a Customer's Certificate of Examination.
- 2.3 The Seller shall use its reasonable endeavours to obtain for the Customer the benefit of any warranty given by the manufacturer for any accessories fitted as new to the vehicle.

### 3. Payment and Passing of Property

- 3.1 Until the price has been paid in full with cleared funds by the Customer the Goods shall remain the property of the Seller and in the case of payment by cheque until the relevant cheque has been cleared by the paying bank. The Goods will be the responsibility of the Customer from the time the Goods are delivered by the Seller or collected, if the Customer is responsible for collection. The keys to the Vehicle are passed to the Customer or the Customer's agent at the actual time of delivery or collection.

### 4. Delivery

- 4.1 Any delivery date given (whether the same is specified in this Order or has been previously or is subsequently specified) is not guaranteed by the Seller and until clause 4.2 below has been invoked the Customer shall have no right to cancel this Order should that date not be adhered to. Furthermore the Seller shall not be liable for any damages or claims of any kind in respect of such delay caused wholly or partly by factors outside its control. The Seller shall not be required to supply Goods in the sequence in which orders are placed.
- 4.2 If the Seller fails to deliver the Goods within 28 days of any estimated date of delivery stated in this Order the Customer may by notice in writing to the Seller require delivery of the Goods within 10 days of receipt of such notice. If the Goods are not delivered to the Customer within the said 10 days the contract shall be cancelled. . 4.3 The Seller will, if requested by the Customer, provide a written explanation as to why there is a delay in delivery.
- 4.4 If the Customer shall fail to take and pay for the Goods in pounds sterling within 14 days of being notified by the Seller that they are ready for delivery the Seller shall be entitled to treat the Order as cancelled by the Customer. The Seller may sell the Goods for the best price reasonably obtainable and the Customer shall be liable for any loss, cost and expense incurred by the Seller. If the Customer shall fail to collect the Goods having paid in full and title having passed to the Customer then the Seller may store the Goods at the Customer's expense for a period of 90 days. If collection has not taken place in 90 days the Goods will be sold by the Seller on behalf of the Customer at a reasonable price and the proceeds shall be sent to the Customer at their last known address.
- 4.5 If the Customer cancels the Order then the Seller may sell the Goods for the best price reasonably obtainable. The Customer shall be liable for any loss, cost and expense incurred by the Seller.
- 4.6 If through no fault on the part of the Seller the Goods are not delivered to the Customer within 30 days after the date of this Order or the estimated delivery date whichever is the later ("the delivery period") the allowance to be made in respect of the used motor vehicle shall be reduced by an amount not exceeding 2.5% per month or part month commencing from the expiry of the delivery period and ending on the actual date of delivery of Goods to the Customer.

### 5. General

- 5.1 As the Customer is not a consumer all statements, conditions or warranties as to the quality of the Goods or their fitness for any purpose whether expressed or implied by law or otherwise are hereby expressly excluded.
- 5.2 This contract is entered into on the express representation by the Customer that where the (i) Customer is a corporation its place of business is within the European Union and (ii) that the Goods are to remain within the European Union or EFTA .
- 5.3 The Seller reserves the right to cancel this Order if it believes that where the Customer is a corporation its place of business is not within the European Union or is planning to remove the vehicle from the European Union or EFTA without the Seller's prior written consent.;
- 5.4 The Terms and Conditions of this contract for the sale of the Goods detailed on the Order Form is for the Customer solely and any transfer or assignment of any contractual rights or benefits under this contract is strictly prohibited. The Seller reserves the right to cancel the Order, without any liability whatsoever, should this contract be transferred or assigned to any other person except the Customer, without the prior written consent of the Seller.

### 6. Force Majeure and Mistake

- 6.1 The Seller reserves the right to defer the date of delivery or to cancel the Agreement if: (i) it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Seller including, without limitation, acts of God, governmental actions (including any embargo's), customs restrictions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to the other party's workforce) or (ii) if the Seller has made any mistake on the Order including an incorrect price.

### 7. Liability

- 7.1 Subject to 7.2. if either party fails to comply with these terms and conditions, neither party shall be responsible for any losses that the other suffers as a result, except for the losses which are a foreseeable consequence of the failure to comply with these terms and conditions.
- 7.2 Neither party shall be responsible for any of the following losses: (a) loss of revenue or income; or (b) loss of anticipated savings; or (c) loss of data; or (d) loss of profits or (e) wasted time.
- 7.3 However this clause 7 shall not prevent claims for foreseeable loss of, or damage to, physical property.
- 7.4 This clause 7 does not include or limit in any way the Seller's liability for: (a) death or personal injury caused by the Seller's negligence; or (b) fraud or misrepresentation; or (c) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or (d) any other matter for which it would be illegal or unlawful for the Seller to exclude or attempt to exclude from its liability.

### 8. Jurisdiction

The contract for the purchase of the goods is governed by English law and is subject to the jurisdiction of English Courts.