

Distress Sales Cars

“VEHICLE INSPECTION TERMS AND CONDITIONS

BY CLICKING ON THE ‘CONFIRM’ OR ‘ACCEPT’ BUTTON ON THIS PAGE, OR OTHERWISE PROCEEDING WITH OUR VEHICLE INSPECTION SERVICE (THE "SERVICE") IN RELATION TO THE VEHICLE IDENTIFIED BY YOU (THE "VEHICLE"), YOU HEREBY CONSENT AND AGREE TO THE VEHICLE INSPECTION TERMS AND CONDITIONS SET OUT BELOW (THE "VEHICLE INSPECTION TERMS"). THESE VEHICLE INSPECTION TERMS CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND DISTRESS SALES CARS LLC ("DISTRESS SALES" OR "WE"). IF YOU DO NOT AGREE TO ALL OF THE TERMS SET OUT BELOW, DO NOT PROCEED WITH OUR VEHICLE INSPECTION SERVICE.

IF YOU ARE ENTERING INTO THESE VEHICLE INSPECTION TERMS IN YOUR PERSONAL CAPACITY, THE TERM "YOU" REFERS TO YOU AS A PRIVATE PERSON. IF YOU ARE ENTERING INTO THESE VEHICLE INSPECTION TERMS ON BEHALF OF A CORPORATE OR OTHER ENTITY, THE TERM "YOU" REFERS TO THAT ENTITY AND YOU WARRANT AND REPRESENT THAT YOU ARE AN AUTHORISED REPRESENTATIVE OF SUCH ENTITY.

AUTHORISATION TO INSPECT THE VEHICLE

- You hereby authorise Distress Sales to store, test drive and inspect the Vehicle for the purpose of delivering the Service. If the Vehicle is owned by a third-party, you hereby warrant and represent that the owner of the Vehicle has consented to the Vehicle being stored, test driven and inspected by Distress Sales for the purpose of delivering the Service to you.
- You acknowledge and agree that Distress Sales will not undertake a road test on, or otherwise inspect, the Vehicle if it appears not to be in a roadworthy condition (as reasonably determined by Distress Sales) or if the Vehicle is not registered with the relevant authority.

SCOPE OF THE INSPECTION AND LIMITATIONS

- The inspection is strictly limited to the items listed in the Inspection Report (as defined below) and does not cover any other items. The Service comprises an inspection that is visual and non-mechanical only, and may include a limited road test. If you wish to complete a mechanical inspection or an inspection of the internal parts of the Vehicle, Distress Sales encourages you to contact a different service provider who undertakes that type of

Inspection.

- You acknowledge and agree that Distress Sales will not remove or dismantle any parts or fixed items from the Vehicle as part of the inspection.
- Distress Sales will advise you if there are further limitations to its inspection, for example due to limited access or the requirement for specialised tools or equipment.
- Distress Sales will not inspect historic service records or accident records for the Vehicle, nor check whether the Vehicle is subject to a recall notice, as part of the inspection.
- You acknowledge and agree that, while Distress Sales uses accepted methods for inspecting the Vehicle, these methods will not necessarily identify all faults with the Vehicle. In particular, the Service will not cover intermittent problems which are not apparent at the time of the inspection.

RISK

- You or your authorised representative(s) must be present at all times during the inspection of the Vehicle.
- The Service is provided to you at your own risk, and all risk or liability in respect of the Vehicle that may arise in

connection with the Service, including any damage to the Vehicle or its contents or any theft of the Vehicle or its contents, will remain with you at all times.

INSPECTION REPORT

- Following completion of the inspection, Distress Sales will generate an inspection report in relation to the Vehicle (the "Inspection Report"). The Inspection Report, and all intellectual property rights therein, will remain the exclusive property of Distress Sales.
- The Inspection Report represents Distress Sales's subjective opinion as to the condition of the Vehicle (limited to the specific items listed in the Inspection Report), considering the age and condition of the Vehicle at the time of inspection and based on the Distress Sales inspector's knowledge and experience. The Inspection Report is designed to assist you to make decisions based on the general condition of the Vehicle only. Distress Sales will not provide a recommendation as to whether to sell or purchase the Vehicle.
- Distress Sales can only advise on the condition of the Vehicle at the time of the inspection, and the Inspection Report is only current as at the time it is issued. If you are considering purchasing the Vehicle, it is your responsibility to conduct a further inspection of the Vehicle at the time of purchase.

RELIANCE ON THE INSPECTION REPORT AND LIABILITY

- If the Inspection Report is provided to you directly by Distress Sales, you acknowledge and agree that only you may rely on the content of the Inspection Report, and that Distress Sales does not accept any liability whatsoever to any third-party you may choose to share the Inspection Report with. If the Inspection Report is provided to you by someone else than Distress Sales, you acknowledge and agree that you may not rely on the content of the Inspection Report and that Distress Sales does not accept any liability whatsoever to you in connection with the Inspection Report.
- You acknowledge and agree that the Inspection Report is provided by Distress Sales 'as is' for your information only, without any warranties whatsoever. In particular, Distress Sales does not provide any warranty regarding the accuracy or completeness of any information contained in the Inspection Report, or the fitness of the information contained in the Inspection Report for any purpose intended. To the fullest extent permitted by applicable law, Distress Sales will not be liable to you or any third-party for any claim (whether in contract or tort) for any loss, damage, injury or death to any person or property arising out of or relating to your use of the Inspection Report.

- To the fullest extent permitted by applicable law, in no event will the liability of Distress Sales, each of its affiliates and their respective officers, directors, employees, representatives, subcontractors and agents in connection with the Service exceed the lower of: (i) the fee paid to Distress Sales by you for the provision of the Service (or, if the Service is provided as part of a wider Distress Sales service, that portion of the applicable fee which is attributable to the Service); or (ii) the amount of AED 2,500.
- These Vehicle Inspection Terms are governed and interpreted in accordance with the laws of the Dubai, and any dispute or claim arising in connection with these Vehicle Inspection Terms will be subject to the exclusive jurisdiction of the Dubai courts.”