

# CONDITIONS OF SALE

## DEFINITIONS

"Contract" is the contract for sale by the Seller of Goods to the Purchaser and comprises these Conditions of Sale, together with the attached vehicle order form (where applicable) duly completed, as may be varied in writing between the Purchaser and Seller from time to time.

"Goods" is the vehicle and any other goods which are the subject of the Contract, whose details are set out on the attached vehicle order form (where applicable).

"Price" is the purchase price to be paid by the Purchaser to the Seller for the Goods, as detailed on the attached vehicle order form, the invoice or as altered below.

"Purchaser" is the purchaser of the Goods, as named in the attached vehicle order form where applicable.

"Seller" is Isuzu Truck (UK) Limited contracting as principal and not as agent of the manufacturer of the Goods.

"Time of Delivery" is the time and date upon which delivery of the Goods takes place in accordance with clause 5.

### 1. Additional Benefits

(a) If the Goods are new goods the benefit of the manufacturer's chassis warranty is passed unconditionally to the Purchaser.

(b) If the Goods are used goods the Purchaser shall be entitled to the benefit of the unexpired portion of the manufacturer's chassis warranty (if any).

### 2. Capacity of Seller

The Seller contracts as principal and not as an agent of the manufacturer of the Goods

### 3. Alterations to Specification or Discontinuance of Manufacture

In the event of the manufacturer discontinuing the sale of the Goods or altering the specification of the Goods, the Seller reserves the right either to:

(a) deliver in fulfilment of the Contract goods conforming to the manufacturer's specification prevailing at the Time of Delivery in which case such goods shall be deemed to be within the definition of the Goods contained in these Conditions of Sale

or

(b) cancel the Contract and return any deposit paid by the Purchaser without further liability on the part of the Seller.

### 4. Payment and Alterations to Price

The Goods are sold at the Seller's ruling price at the time of order and payment in full is due prior to Time of Delivery. If prior to the Time of Delivery there is any increase in the quoted price of the Goods the Purchaser may within seven days of receiving notice of such increase cancel the Contract and recover from the Seller any deposit paid. The Seller shall be under no further liability.

### 5. Delivery

(a) Unless otherwise agreed in writing the place of delivery of the Goods shall be the Seller's premises or such other premises as the Seller shall reasonably determine. The Seller shall not be liable to the Purchaser for any loss or damage howsoever caused by or resulting from non delivery or delayed delivery but in the event that the Seller is unable to deliver the Goods for any reason whatsoever the Seller may terminate the Contract by seven days notice in writing to the Purchaser and in this event the Seller shall return to the Purchaser any deposit paid. Unless within such seven day period the Seller delivers the Goods to the Purchaser in which case the Seller shall be entitled to retain such deposit.

(b) The risk in the Goods shall pass to the Purchaser on delivery. The property in the Goods shall not pass to the Purchaser until the Price has been paid to the Seller and any cheque or other negotiable security has been honoured. The Purchaser will be deemed to have accepted the Goods upon delivery. The Purchaser has the right to examine the Goods before delivery.

### 6. Deposit

A deposit of such amount as shall be agreed between the Seller and the Purchaser (which may be up to 100% of the Price if the Purchaser requires an unusual specification) shall be paid by the Purchaser on signature of the Contract. In the event of the Purchaser cancelling the Contract (save in accordance with Conditions 3(b), 4 and 5(a) hereof) or failing to accept delivery or failing to complete the Contract the deposit shall be forfeited to the Seller but such forfeiture shall not prejudice any other remedy which the Seller may have for breach of any of the Contract.

### 7. Negligence and Consequential Loss

(a) The Seller shall be liable for death or personal injury resulting from its negligence.

(b) The Seller shall be liable for any breach of the implied terms set out in Section 12 of the Sale of Goods Act 1979

(c) If the Purchaser deals as a consumer the Seller shall be liable for any breach of the terms set out in sections 13, 14 and 15 of the Sale of Goods Act 1979 (as amended) if and in so far as such terms are to be implied herein.

(d) (i) The Seller will take reasonable care to ensure that the Goods are of the description stated in the Contract, of satisfactory quality, and fit for the ordinary purpose for which they are usually used. (ii) Save as set out in (i), the Seller enters into no conditions, warranties (express or implied) or other terms whatsoever in relation to the Goods with respect to quality, fitness for any purpose, or conformity with descriptions or sample.

(e) The Seller will not be bound by or liable for any representation of any kind made in connection with the Goods by any person unless such representation is made in writing and signed by a person duly authorised by the Seller.

(f) Save as set out above, the Seller shall not be liable for any loss or damage whether caused by the negligence of the Seller, its servants or agents, or in any other way whatsoever.

(g) The Seller shall in no circumstances whatsoever be liable for any loss of profit, business or production or any similar loss or damage, whether direct, indirect or consequential, however caused.

(h) The Purchaser shall indemnify and keep the Seller indemnified against all costs, expenses, damages and demands incurred by the Supplier in respect of any claim concerning the preparation or modification of the Goods by the Purchaser.

THIS CLAUSE DOES NOT AND WILL NOT AFFECT THE STATUTORY RIGHTS OF A CONSUMER.

### 8. Variation of Terms

No variation of the Contract shall be effective unless made in writing and expressly accepted and agreed by the Seller.

### 9. Notice

Any notice required to be given under the Contract may be sent by prepaid letter post addressed to the party receiving such notice at the address in the case of the Purchaser set out on the attached page and in the case of the Seller stated below or at such other address notified by that party in writing to the other party.

### 10. Finance Agreement

If the Purchaser chooses to acquire the Goods by any method of financing its purchase which involves the sale of the Goods to the provider of the finance then the sale of the Goods to the provider of finance shall be in complete satisfaction of the Seller's obligations to the Purchaser. Notwithstanding such sale the Purchaser shall remain bound by these Conditions and the Seller shall not be obliged to deliver the Goods to the Purchaser nor accept any vehicle taken in part exchange until the expiry of any statutory period of notice under the Consumer Credit Act 1974, or other such applicable legislation.

### 11. Validity

The Contract shall not be effective unless and until it is signed by both the Seller and the Purchaser.

### 12. Third Parties

Unless expressly provided in these Terms, no express term of them or any term implied under them is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to these Terms.

### 13. Proper Law

The Contract shall be construed in accordance with, and governed in every respect by, English Law and all disputes arising out of or in connection with the Contract shall be decided by the English Courts.

## DATA PROTECTION ACT

The information which you give us about yourself, the details of this Contract and the history of business conducted between us will be retained by us in our records. This will help us to make further credit and other commercial decisions about you. It will also enable us to appraise you of any products and services which we think may be of interest to you. You may elect not to receive such information.

Isuzu Truck (UK) Limited  
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Hatfield, Hertfordshire, AL9 5JN