

# **Vehicle Order**

Invoice Handov Sales Ex Contact

Vehicle

VAT Nu Regd. N

#### Dealer:

Junction 17 Cars Ltd 1 Kestrel Way Eagle Business Park Yaxley Peterborough, PE7 3GP

Contact: sales@junction17cars.co.uk,

Sales Vehicle:

SKU No.: V3719 Registration No.: BN68NCJ

Make / Model: Mercedes Gle Class VIN No.: WDC1660242B137753

Colour: Black Mileage: 50000
First Registered: 18-09-2018 Used Vehicle Price: £29,975.00

**Purchase Vehicle:** 

Make / Model: BMW 3 Series (E9x) Saloon

Registration No.:CU57NYFVIN No.:WBAVA52020VB19569Trade-in Price:500.00First Registered:08-09-2007Mileage:235000Finance Settlement:0.00Current Lender:Net Part Exchange:500.00

Extras & Accesories:

Warranty 12 months (inc Breakdown Cover)

LifeShine 415.83
Preparation Pack 207.50
Flexfuel Carbon Cleaning 82.50
Preparation Works 1,000.00
Shine! Protect 12 months 207.50

Vehicle Extras VAT o

Service Plan 36 months	749.17
Tracker	415.83
Front & Rear Dash Cams	415.83
Full Set of Mats	249.17
GAP Insurance - Max value £30000,	315.83
Standard Vehicle, 36 months	
	4,724.99

## **Works Required to Sales Vehicle:**

Wheel Refurb Wheel Refurb Wheel Refurb Wheel Refurb Oil & Filter Service

## **Bank Details:**

Account Name: Junction 17 Cars Ltd

Sort Code: 54-21-38, Account Number: 29150493

#### TERMS AND CONDITIONS

(Nothing herein contained is intended to affect, nor will it affect, a consumer's statutory rights under the Consumer Rights Act 2015, the Sale of Goods Act 1979 or the Unfair Contract terms act 1977 or any amendment thereof).

- 1. This Order Form and any allowance in respect of a used motor vehicle offered by the Purchaser are subject to acceptance and confirmation in writing by the seller
- 2. (a) 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).
- (b) if the Seller shall fail to deliver the goods within 21 days of the estimated date of delivery stated in this contract the Purchaser may by notice in writing to the Seller require delivery of the goods within 7 days of receipt of such notice. If the goods shall not be delivered to the Purchaser within the 7 days the contract shall be cancelled.
- 3. If the contract be cancelled under the provisions of clause 2 hereof the deposit shall be returned to the Purchaser and the Seller shall be under no further liability.
- 4. 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 from the Purchaser by way of damages any loss or expense which the Seller may suffer or incur by reason of the Purchaser's fault.
- 5. The goods shall remain the property of the Seller until 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.
- 6. Where the Seller agrees to allow part of the price of the goods to be discharged by the Purchaser delivering a used motor vehicle to the Seller, such allowance is hereby agreed to be given and received and such used vehicle is hereby agreed 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 and that all material representations whether written or oral made by the Purchaser relating to such used vehicle are correct in every respect.
- or (ii) that such used vehicle is the subject of a hire purchase agreement or other encumbrance 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 the Seller has examined the said vehicle prior to his confirmation and acceptance of this order, the said used 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 used vehicle shall be delivered to the Seller on or before delivery of the goods to be supplied by him hereunder, and the property in the said used vehicle shall hereupon pass to the Seller absolutely;
- (d) that without prejudice to (c) above such used vehicles shall be delivered to the Seller within 14 days of notification to the Purchaser that the goods to be supplied by the Seller have been completed for delivery;
- (e) that if the goods to be delivered by the Seller through no default 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 2.5% for each completed period of 30 days from the date of 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 used 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.
- 7. The Purchaser undertakes that he is ordering the vehicle for his own use and that he will not re-sell it as a new vehicle on the course of any business carried on by him.
- 8. Return of Vehicle: On receipt of a notice of cancellation we will contact you to confirm arrangements for collection of the vehicle. You may arrange for the return of the vehicle to us, or we will collect it at a cost of £1.50 including VAT per mile for the distance recorded between the Company's premises and your address as shown on a web based distance calculator of the Company's choice. You are required to make the car available for collection at a pre-determined date and time within 30 days of the delivery date.
- 9. Any notice given hereunder must be in writing and sent by post to the residence or place of business of the person to whom it is addressed and shall be deemed to have been received in due course of post.
- 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 shall cease to have effect, but any used vehicle for which an allowance was thereunder 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 6 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. The goods (described in this Order Form) shall be at the Buyer's risk immediately on delivery. Legal equitable and beneficial ownership property and title to the goods shall remain with the Seller until full payment has been made for them. If you sell the goods on or before making full payment you shall hold the proceeds of sale on trust for our company. If you sell the goods on or before making full payment then you shall be deemed to be acting as our Company's agent acting in breach of your fiduciary duty.
- 12. Complaints under the Seller's Warranty / the Buyer's statutory rights must be notified to the Seller immediately and the vehicle must be returned to the Seller for inspection and/or repair at the Buyer's expense.
- 13. This Contract is performed under the laws of England & Wales and in the event of dispute the Courts of England & Wales shall have jurisdiction.

