

## TERMS AND CONDITIONS

1. This order and any allowance in respect of a used motor vehicle offered by the Purchaser are subject to the acceptance and confirmation in writing by the Seller.
  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 any orders in the sequence in which they are placed.
  3. The description and price of the goods you order will be list price at time of delivery.
  4. If the goods to be supplied by the Seller are new, the following provisions shall have effect.
    - (a) the Seller undertakes to assist the Purchaser in obtaining 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.
    - (b) If after the date of this order and before delivery of the goods to the Purchaser the Manufacturer's or Concessionaire's recommended price for any of the goods shall be altered, the Seller shall give notice of any such alteration to the Purchaser, and in the event of the recommended price being increased, the amount of such increase shall be payable by the Purchaser unless within 7 days after receipt of such notice he gives notice to the Seller that he declines to pay such amount, in which case the Seller shall have the option, by notice in writing to the Purchaser, to cancel the Contract.
    - (c) in the event of the Manufacturer of the goods described in the order ceasing to make goods of that type, the Seller may (whether the estimated delivery date has arrived or not) by notice in writing to the Purchaser, cancel the contract.
    - (d) if the Seller cancels the contract under any of the foregoing provisions, the deposit shall be returned to the Purchaser and the Seller shall be under no further liability.
  5. If the Purchaser fails to take and pay for the goods within 7 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 by reason of the Purchaser's default.
  6. 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.
  7. 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 or (ii) that if 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 if the Seller has examined the said used vehicle prior to his confirmation and acceptance of the order, the said used vehicle 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 thereupon pass to the Seller absolutely.
    - (d) that without prejudice to (c) above such used vehicle shall be delivered to the Seller within 7 days of notification to the Purchaser that the goods to be supplied by the Supplier 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 60 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 order or estimated delivery date, as the case may be, to the date of delivery to the Purchaser of the goods.
1. 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.
- .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.
- .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 Clause (other than Clause 3(b)) of this agreement shall cease to have effect but any used vehicle for which 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 that agreement.
0. The Seller will take all reasonable precautions to keep the details of the Purchaser's order and payment secure, but unless the Seller is negligent, the Seller will not be liable for unauthorised access to information supplied by the Purchaser. The Seller will only use the personal information provided for the purpose of fulfilling the order unless agreed otherwise. The Seller would like to notify the Purchaser of products and offers that may be of interest from time to time, and if the Purchaser would like to be notified of these then tick overleaf. The Purchaser can correct any personal information about themselves, or ask for that information to be deleted by giving written notice to the Seller at their principal place of business.
  1. The Caterham Super 7 in CKD form is sold for amateur construction. The Purchaser is responsible for the assembly and road-worthiness and good engineering standards should always be employed. Contact Caterham Cars Limited or importer (overseas) or your local Caterham agent for any advice. Caterham Cars Limited or importer or agents for Caterham are not liable for any fault due to faulty assembly.
  2. **The Manufacturer provides for a period of 12 months from the delivery date the warranty detailed separately in respect of defects in materials and workmanship. The Purchaser should note that the Manufacturer gives no warranty whatsoever for motor vehicles or parts of its motor vehicle provided in component form used for racing or competing of any kind or type, whether on public or private facilities or wheresoever and/or in any non-competitive event on a race track or public or private facility. However, where the Manufacturer in its sole discretion deems the motor vehicle or parts of its motor vehicle provided in component form to have been meticulously and properly prepared and raced, then it may choose to repair or replace any motor vehicles or parts of its motor vehicle provided in component form which it has supplied if and only if the procedures detailed in the warrant procedure available separately) are followed.**
  3. If the motor vehicle or parts of motor vehicles develop a defect while under warranty you should follow the procedure set out overleaf.
  4. All shortages must be notified with 30 days of receipt of goods.
  5. (a) These terms and conditions constitute the entire agreement between the parties relating to the subject matter of the agreement. These terms and conditions supersede all previous agreements whether oral or in writing between the parties on the subject matter of this agreement. Each of the parties agree that it did not rely on, and shall have no remedy in respect of, any statement representation or warranty whether oral or in writing of any person (whether or not a party to this agreement) other than those expressly set out in this agreement. Nothing in these terms and conditions shall limit or exclude any liability of any party for fraud.  
(b) These terms and conditions shall be governed by and construed in accordance with the laws of England and the parties agree to submit to the exclusive jurisdictions of the English courts.  
(c) A person who is not a party to this agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this agreement except as provided by this does not affect any right or remedy of the third party which exists or is available apart from that Act.

### MANUFACTURER'S WARRANTY NEW CARS

**IMPORTANT:** This warranty is limited to 12 (twelve) months from date of purchase or to 12,000 (twelve thousand) miles, should that mileage be completed within 12 months of purchase.

#### Road use

The Manufacturer warrants that motor vehicles and parts of its motor vehicle provided in component form will, when used properly as a road car or as part of a road car provide the functions and facilities as described in the Owner's Handbook supplied by the Manufacturer and will be free from defects in materials and workmanship when properly driven on public highways other than in competitive events.

The Manufacturer's entire liability and your exclusive remedy under the warranty given at the Manufacturer's option will be limited to the Manufacturer's repairing or replacing any motor vehicle or part of its motor vehicle provided in component form which it has supplied and which does not conform with the warranty so long as the following conditions are met:

- (a) All motor vehicles and parts of motor vehicles provided in component form returned under this warranty must be returned using the warranty procedure and must be accompanied by the Manufacturer's warranty claim form. This form and written copies of the returns procedure are available from the Manufacturer's Sales department or Aftersales department.
- (b) The defect must be notified to the Manufacturer and permission given before any repair under the warranty or replacement is undertaken.
- (c) Motor vehicles and parts of motor vehicles provided in component form must not have been modified or tampered with in any way.
- (d) Motor vehicles and parts of motor vehicles provided in component form must have been serviced in accordance with the Manufacturer's recommended service schedule and used in accordance with the Manufacturer's Owners Handbook.
- (e) If motor vehicles have been bought as a motor vehicle provided in component form they shall have been constructed in accordance with the Manufacturer's assembly guide using only the correct recommended parts.
- (f) The attached schedule must be signed and returned by the purchaser at or before the time of delivery.
- (g) Where a factory built motor vehicle has been purchased, the Manufacturer's warranty shall include its labour costs for a period of 12 (twelve) months from purchase. Where parts of a motor vehicle provided in component form have been purchased, such costs will be included in the Manufacturer's warranty only if the Manufacturer deems it to be reasonable, in its sole discretion, for that to be the case.

#### Race use

The Manufacturer gives no warranty whatsoever for motor vehicles or parts of its motor vehicle provided in component form used for racing or competing of any kind or type, whether on public or private facilities or wheresoever and/or in any non-competitive event on a race track or public or private facility. However, where the Manufacturer in its sole discretion deems the motor vehicle or parts of its motor vehicle provided in component form to have been meticulously and properly prepared and raced, then it may choose to repair or replace any motor vehicles or parts of its motor vehicle provided in component form which it has supplied if and only if the procedures detailed above at sub-paragraphs (a) – (f) inclusive have been followed.