

TERMS AND CONDITIONS OF SALE

Company Name: Joseph Quinn Ltd

Company Number: 15475968

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1. DEFINITIONS

“Company” means Joseph Quinn Ltd.

“Customer” means any purchaser, seller, consignee, vehicle owner or recipient of Services supplied by the Company.

“Vehicle” means any motor vehicle supplied, sourced, brokered, marketed, stored, transported or sold by the Company.

“Order” means any signed order form, invoice, purchase agreement, reservation agreement, electronic acceptance or written instruction provided by the Customer.

“Deposit” means any reservation fee, holding deposit or part-payment made by the Customer.

“Services” means vehicle sourcing, vehicle sales, brokerage, Sale or Return services, storage, transport, detailing, preparation, concierge services and associated automotive services.

“SOR” means Sale or Return.

2. BASIS OF CONTRACT

2.1 These Terms and Conditions apply to all sales and services supplied by the Company.

2.2 A legally binding contract is formed when:

- (a) the Customer signs an Order;
- (b) the Customer pays a Deposit;
- (c) the Company confirms acceptance of an Order in writing.

2.3 No verbal representation, statement or estimate shall form part of the Contract unless confirmed in writing by a Director of the Company.

3. VEHICLE DESCRIPTION

3.1 The Company makes reasonable efforts to ensure descriptions, specifications and advertisements are accurate.

3.2 Mileage, ownership history, service records, specifications and provenance information are believed to be correct but are not guaranteed.

3.3 The Customer acknowledges that used vehicles may have:

- (a) paintwork repairs;
- (b) cosmetic defects;
- (c) age-related wear;
- (d) replacement parts;
- (e) modifications disclosed by previous owners.

3.4 The Customer is responsible for satisfying themselves as to the Vehicle's condition prior to purchase.

4. DEPOSITS

4.1 Deposits are non-refundable except where:

- (a) the Company cannot supply the Vehicle;
- (b) applicable consumer legislation requires a refund;
- (c) the Company materially breaches the Contract.

4.2 The Company reserves the right to retain all or part of the Deposit where the Customer cancels after entering into a Contract.

4.3 Where losses exceed the Deposit, the Company reserves the right to recover its reasonable losses, expenses and costs.

5. PRICE AND PAYMENT

5.1 The purchase price shall be as stated on the Order.

5.2 Full cleared funds must be received prior to release of the Vehicle.

5.3 The Company reserves the right to refuse:

(a) cash payments;

(b) cryptocurrency payments;

(c) payments which fail anti-money laundering checks.

5.4 Ownership shall not pass until payment has been received in full.

6. DELIVERY AND COLLECTION

6.1 Delivery dates are estimates only.

6.2 Risk passes upon delivery or collection.

6.3 Vehicles not collected within fourteen (14) days of notification may incur storage charges.

6.4 Vehicles remaining uncollected after thirty (30) days may result in termination of the Contract and forfeiture of the Deposit.

7. VEHICLE CONDITION

7.1 The Customer shall inspect the Vehicle upon collection or delivery.

7.2 Any issues apparent upon inspection must be notified immediately.

7.3 Cosmetic matters consistent with age, mileage and usage shall not constitute defects.

8. WARRANTIES

8.1 Any warranty supplied by the Company shall be governed by separate warranty documentation.

8.2 Manufacturer warranties remain subject to the manufacturer's terms.

8.3 Nothing in these Terms excludes statutory consumer rights under the Consumer Rights Act 2015.

9. PART EXCHANGE VEHICLES

9.1 Any valuation provided is subject to final inspection.

9.2 The Customer warrants that:

- (a) they are the legal owner;
- (b) the Vehicle is free from undisclosed finance;
- (c) all information supplied is accurate;
- (d) there is no undisclosed accident damage.

9.3 The Company reserves the right to amend valuations where condition, history or mileage differs from information originally supplied.

10. VEHICLE SOURCING

10.1 The Company may source vehicles on behalf of Customers.

10.2 Sourcing fees are non-refundable once work has commenced.

10.3 The sourcing process may include:

- (a) market research;
- (b) dealer engagement;
- (c) private seller engagement;
- (d) due diligence;
- (e) inspections;
- (f) negotiation.

10.4 The Company does not guarantee that a suitable vehicle will be identified.

10.5 The Company acts solely as an introducer where vehicles are supplied by third parties.

11. NON-CIRCUMVENTION

11.1 Customers agree not to circumvent, bypass or avoid the Company.

11.2 Where the Company introduces a Vehicle, buyer, seller, dealer or transaction opportunity, the Customer agrees not to transact directly or indirectly with such party without the Company's involvement.

11.3 This protection shall remain in force for twenty-four (24) months following introduction.

11.4 Any breach shall entitle the Company to recover:

- (a) lost commission;
- (b) sourcing fees;
- (c) damages;
- (d) legal costs.

12. SALE OR RETURN (SOR)

12.1 Vehicles accepted on SOR remain the property of the owner until sold.

12.2 Separate SOR Agreements shall govern all SOR transactions.

12.3 SOR commission shall be agreed individually and may vary depending on:

- (a) vehicle value;
- (b) rarity;
- (c) preparation requirements;
- (d) marketing requirements.

12.4 The Company may deduct:

- (a) commission;

- (b) preparation costs;
- (c) transport costs;
- (d) storage charges;
- (e) agreed expenses

from sale proceeds.

13. STORAGE AND INSURANCE

13.1 Vehicles stored with the Company remain subject to these Terms.

13.2 Joseph Quinn Ltd maintains insurance for customer vehicles whilst in storage up to a maximum declared value of £350,000 per vehicle.

13.3 Vehicles valued above £350,000 must:

- (a) remain insured by the Customer; or
- (b) be subject to additional insurance arranged through the Company at the Customer's expense.

13.4 The Customer warrants that all vehicle valuations supplied are accurate.

13.5 Failure to disclose accurate values may affect insurance coverage.

13.6 The Company reserves the right to relocate stored vehicles within its facilities where reasonably necessary.

13.7 The Company shall exercise reasonable care but accepts no responsibility for:

- (a) battery discharge;
- (b) tyre flat spotting;
- (c) deterioration resulting from age;
- (d) deterioration resulting from lack of use.

14. STORAGE LIEN

14.1 The Company shall have a lien over any Vehicle in its possession for:

- (a) unpaid storage charges;

- (b) unpaid transport fees;
- (c) unpaid detailing charges;
- (d) unpaid commissions;
- (e) any outstanding sums due.

14.2 Following thirty (30) days written notice, the Company may exercise all lawful rights to recover outstanding debts.

15. TRANSPORT SERVICES

15.1 Transport dates are estimates only.

15.2 The Company shall not be liable for delays caused by third-party transport providers or events beyond its reasonable control.

15.3 Vehicle condition may be recorded before and after transport.

16. ANTI-MONEY LAUNDERING

16.1 The Company operates strict Anti-Money Laundering procedures.

16.2 Customers may be required to provide:

- (a) photographic identification;
- (b) proof of address;
- (c) source of funds evidence;
- (d) source of wealth evidence.

16.3 Enhanced due diligence may be required for transactions exceeding £350,000.

16.4 The Company reserves the right to refuse, delay or terminate transactions where AML requirements are not satisfied.

16.5 The Company may disclose information where required by law or regulation.

17. MARKETING RIGHTS

17.1 The Customer grants the Company permission to photograph, film and market Vehicles in connection with its business activities.

17.2 Vehicle images may be used on:

- (a) the Company's website;
- (b) social media platforms;
- (c) printed marketing materials;
- (d) advertising campaigns.

18. LIMITATION OF LIABILITY

18.1 Nothing in these Terms limits liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) liabilities which cannot legally be excluded.

18.2 Subject to Clause 18.1, the Company's maximum liability shall not exceed the amount paid by the Customer.

18.3 The Company shall not be liable for:

- (a) indirect loss;
- (b) consequential loss;
- (c) loss of profit;
- (d) loss of opportunity;
- (e) loss of business.

19. DISTANCE SALES

19.1 Consumers purchasing remotely may have cancellation rights under the Consumer Contracts Regulations 2013.

19.2 Any cancellation rights shall be exercised in accordance with applicable legislation.

20. DATA PROTECTION

20.1 The Company shall process personal information in accordance with UK GDPR and applicable data protection legislation.

20.2 Information may be shared with:

- (a) finance providers;
- (b) insurers;
- (c) transport providers;
- (d) professional advisers;
- (e) regulatory authorities,

where reasonably required.

21. FORCE MAJEURE

21.1 The Company shall not be liable for delay or failure resulting from circumstances beyond its reasonable control including but not limited to fire, flood, natural disaster, war, terrorism, industrial disputes, supplier failure, transport disruption or government action.

22. GOVERNING LAW

22.1 These Terms shall be governed by the laws of England and Wales.

22.2 The Courts of England and Wales shall have exclusive jurisdiction.