

## TERMS AND CONDITIONS

- 1. Order and Definitions**
  - 1.1. The following terms have the meanings defined below where they are used in this Order:

<b>Consumer</b>	means an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession;
<b>Customer, you, your:</b>	means the person named as the customer or buyer in the Order Form;
<b>Goods</b>	means the motor vehicle or other items detailed in the Order Form that you have agreed to buy from us;
<b>Order</b>	means your order for the Goods stated in the Order Form;
<b>Order Form</b>	means the document attached to these Terms and Conditions;
<b>Part-Exchange Vehicle</b>	means any used vehicle that is sold by you to us (usually as part of a contribution to the cost of a vehicle being sold by Mercedes-Benz UK Limited or us to you);
<b>Qualified Partner</b>	means an entity who has met various quality and other standards and is included at the time within the Mercedes-Benz qualified partner listing;
<b>Seller, we, our, us</b>	means Hedin Automotive London LTD;
<b>Terms and Conditions</b>	means the terms set out in this document.
- 2. Order**
  - 2.1. Except as stated in clause 2.4, the Order and any part exchange allowance in respect of a Part-Exchange Vehicle tendered by you the Customer is subject to acceptance in writing by the Seller on the Order Form.
  - 2.2. The Order for supply of the Goods comprises of the Order Form, these Terms and Conditions, and Warranty documents (including the terms, conditions and exclusions stated in the warranty documents). In the event there is any inconsistency, the documents shall have the order of precedence as listed in this clause.
  - 2.3. If you have not been provided with a copy of the relevant warranty terms, please ask us and we will be pleased to provide the same.
  - 2.4. New Mercedes-Benz passenger cars are sold by Mercedes-Benz UK Limited and are subject to Mercedes-Benz UK Limited's terms and conditions. Hedin Automotive London Ltd acts as the Agent only in relation to the sale of new Mercedes-Benz passenger cars and is therefore not a party to the sale contract of any new Mercedes-Benz passenger cars.
- 3. Information about the Goods**
  - 3.1. The specification to which the Goods are supplied will be to the manufacturer's UK standard specification (a copy of which is available on request) or such other specification as may be agreed between the parties and detailed in this Order. The Goods may be delivered with minor alterations to the specification of the Goods from the sample seen by the Customer in a catalogue, showroom, advertisement or website. Changes may also be made to the specification of the Goods to comply with applicable safety, statutory or other regulatory requirements.
  - 3.2. In the event of a model being superseded the Seller reserves the right to supply an equivalent replacement model.
  - 3.3. If the manufacturer or supplier of the Goods varies its price for the Goods in any way after the date of this Order for any reason before supply of the Goods, the Seller shall be entitled to give the Customer written notice that it intends to vary the contract price and shall specify the proposed variation. The Customer shall have the right within 14 days of receipt of such notice to cancel the Order and obtain reimbursement of any deposit paid but if the Customer fails to give such notice the price as varied by the Seller's notice shall become the correct price and the Customer shall be obliged to pay that price.
  - 3.4. If the Goods cease to be manufactured the Seller may (whether the estimated delivery date has arrived or not) cancel the Order by notice in writing to the Customer. The Seller shall then refund to the Customer any deposit paid.
- 4. Used Vehicles**
  - 4.1. If the Goods being supplied is a used vehicle:
    - 4.1.1. the used vehicle is to be supplied as roadworthy at the date of delivery and is sold subject to any conditions or warranty implied by the then current Consumer Rights Act where the Customer is a Consumer.
    - 4.1.2. the Seller shall use its reasonable endeavours to obtain for the Customer the benefit of any warranty given by the manufacturer for any accessories fitted as new to the vehicle.
- 5. Part Exchange**
  - 5.1. Where the Customer offers to sell a Part-Exchange Vehicle and the Seller agrees to buy the Part-Exchange Vehicle, the purchase of the Part-Exchange Vehicle shall be subject to the Part Exchange Vehicle:
    - 5.1.1. being the absolute property of the Customer free from all charges or encumbrances unless the Seller has agreed in writing that it will settle any charges or other encumbrances associated with the Part-Exchange Vehicle;
    - 5.1.2. corresponding with any information provided by the Customer;
    - 5.1.3. has not been used for hire or reward;
    - 5.1.4. has not sustained any accident damage and does not have any defects that have not been fully disclosed to us;
    - 5.1.5. mileage reading being accurate.
  - 5.2. If the Part-Exchange Vehicle has been examined by the Seller prior to confirmation of acceptance of this Order it shall be delivered to the Seller in the same condition as at the date of such examination with the exception of fair wear and tear. If the Part-Exchange Vehicle changes in a material way before the Seller take's possession, the Seller shall be entitled to amend the price it offered. The vehicle covering more than 250 miles will be considered a material change for the purpose of this clause.
  - 5.3. The Part-Exchange Vehicle shall be delivered to the Seller on or before supply of the Goods to the Customer and the property in the Part-Exchange Vehicle shall pass to the Seller immediately upon such delivery. If it is an independent transaction the Part-Exchange Vehicle will be delivered to the Seller within 7 days of the date of this agreement.
  - 5.4. The Customer warrants that it will supply the following documentation for the Part-Exchange Vehicle before completing the purchase: V5 Registration Document; Current MOT Certificate and Full service history. Proof of the Customer's identity and verification that the Customer owns the vehicle will be required. The V5 document must be given to the Seller at the time the Seller takes possession of the Part-Exchange Vehicle.
  - 5.5. If through no fault on the part of the Seller the Goods are not made available for delivery to the Customer within 30 days after the date of this Order or the estimated Availability Date, whichever is the later ('the **Availability Period**') the allowance to be made in respect of the Part-Exchange Vehicle shall be reduced by an amount not exceeding 2.5% per month or part month commencing from the expiry of the Availability Period and ending on the actual date of delivery of Goods by/to the Customer.
- 6. Payment and Passing of Property**
  - 6.1. Until the price has been paid in full with cleared funds by the Customer the Goods shall remain the property of the Seller. Unless otherwise agreed by the Seller payment shall be in pounds sterling by electronic payment.
  - 6.2. Until the Goods are paid for in full the Customer shall grant the Seller:
    - 6.2.1. a full lien over the Goods;
    - 6.2.2. an irrevocable right to repossess the Goods until such time as full payment for the Goods has been received by the Seller in cleared funds; and
    - 6.2.3. an irrevocable licence at any time to enter using reasonable force (including breaking locks where necessary) any premises where Goods are or may be located in order to inspect and/or recover them. In the event that the Customer moves the Goods to premises owned by a third party, the Customer shall procure a licence in favour of the Seller to enter the premises of that third party for the purposes of repossessing the Goods.
  - 6.3. The Goods will be the responsibility of the Customer and therefore risk shall pass from the time that the Goods are delivered to the Customer if the Seller is responsible for collection. If the Goods is a vehicle the actual time of delivery or collection will be the time that the keys to the vehicle are passed to the Customer or the Customer's agent.
  - 6.4. Any transit damage (including missing items such as: spare wheel, manuals, tools and jack) should be noted on the delivery note and, in any case, shall be notified to the Seller in writing within 24 hours of delivery.
  - 6.5. The Customer may only reject the Goods if they have major transit damage and / or is materially non-compliant with the specification and / or is fundamentally un-roadworthy. Any such rejection must be received by the Seller in writing within 24 hours of delivery stating the reasons for such rejection and, where requested by the Seller, the Customer shall provide reasonable evidence supporting such rejection.
  - 6.6. Where Incoterms are quoted on the front of this Order then delivery of the Goods shall take place and risk in the Goods will pass in accordance with the specified Incoterm and clause 6.3 above will not apply. Where Incoterms are not quoted on the front of this Order this clause will not apply.
  - 6.7. If the Customer exercises their statutory right to reject the Goods, a refund (full or partial) will only be processed upon the seller having possession of the V5 document, for the Goods, from the DVLA and/or the Customer.
- 7. Delivery**
  - 7.1. Any delivery date given by the Seller (the '**Availability Date**') (whether the same is specified in this Order or has been previously or is subsequently specified) is not guaranteed by the Seller until clause 7.2 below has been invoked the Customer shall have no right to demand the refund of the deposit or to cancel this Order should that date not be adhered to. Furthermore, the Seller shall not be liable for any damages or claims of any kind in respect of such delay to the extent they were caused wholly or partly by factors outside its control. The Seller shall contact the Customer as soon as possible and will take steps to minimise the effect of the delay. The Seller shall not be required to supply Goods in the sequence in which orders are placed. For the avoidance of doubt, delivery is at the Seller's place of business unless otherwise determined in accordance with the attached Order Form.
  - 7.2. If the Seller fails to make the Goods available for delivery within 30 days of any estimated Availability Date stated in this Order then unless the Customer has agreed to any such delay, the Customer may upon expiry of the 30 day period by notice in writing to the Seller require delivery of the Goods within 10 days of receipt of such notice. If the Goods are not made available for delivery to the Customer within the said 10 days the Order shall be cancelled and the Customer's deposit shall be refunded. The Customer's deposit shall not bear interest.
  - 7.3. The Seller will, if requested by the Customer, provide a written explanation as to why there is a delay in making the Goods available for delivery.
  - 7.4. Other than a cancellation in accordance with clause 7.5, if the Customer; a) cancels an Order or b) fails to proceed with an Order, within 14 days of being notified by the Seller that the Goods are available for delivery, then any deposit paid shall be forfeited and the Seller may sell the Goods for the best price reasonably obtainable. The Customer shall be liable for any loss, cost and expense incurred by the Seller.
  - 7.5. If the Goods are purchased at a distance within the meaning of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and if the Customer is contracting as a Consumer, the Customer has the right to cancel this Order without giving any reason at any time within 14 days, beginning on the day after the Customer acquires physical possession of the Goods. In this case, the Customer will receive a full refund for the price paid for the Goods including the cost of delivery. To cancel this Order the Customer must inform the Seller in writing. The Customer must return the Goods to the Seller (at the contact details overleaf) immediately in the same or reasonable condition in which the Customer received them in (which includes incurring less than 1,000 miles since delivery), at the Customer's direct cost and risk. The Seller may withhold the refund until the Seller receives the Goods or the Customer has supplied evidence of having sent the Goods back, whichever occurs earliest. Alternatively, the Customer makes the Goods available for collection and pay the Seller's reasonable costs of collection (at the Customer's risk until collection). The Seller shall make the refund (using the same means as the initial transaction, unless expressly agreed otherwise between the parties) without undue delay and not later than 14 days after the Seller receives the Goods. The Customer has a legal obligation to take reasonable care of the Goods while they are in the Customer's possession. If the Customer fails to comply with this obligation, the Seller has a right to make a deduction from the refund for the loss in value of the Goods, if the loss is as a result of the Customer's unnecessary handling of the Goods. The Seller reserves its right of action against the Customer for compensation.
- 8. General**
  - 8.1. Where the Customer is not a Consumer all statements, conditions or warranties as to the quality of the Goods or their fitness for any purpose whether expressed or implied by law or otherwise are hereby expressly excluded.
  - 8.2. This Order is entered into on the express representation by the Customer that the Goods are: (i) not being purchased with a view to resale within a period of six months of the delivery date and/or (ii) they are not being exported outside of the United Kingdom. If the Seller reasonably believes that the Customer is likely to breach this clause 8.2, it may terminate the Order.
  - 8.3. The Customer expressly acknowledges that any data provided by the Seller concerning fuel consumption, battery range and emissions is data provided by the manufacturer of the vehicle that has been obtained mostly from laboratory tests and accordingly such data may not reflect 'real-world' fuel consumption, range or emissions.
  - 8.4. The terms and conditions of this contract for the sale of the Goods detailed on the Order Form overleaf is for the Customer named overleaf solely and any transfer or assignment of any contractual rights or benefits under this contract is strictly prohibited save for the provisions detailed in clause 11.
  - 8.5. The sum payable by the Customer in respect of value added tax shall be such as the Seller is actually required to account for in respect of the Goods at the time the relevant taxable supply occurs and any statement of such tax contained in the Order shall be deemed to be an estimate and liable to be varied accordingly.
  - 8.6. The Seller operates a comprehensive customer complaints procedure, available at [www.hedinautomotive.co.uk/mercedes-benz-cars/about-us/customer-services/](http://www.hedinautomotive.co.uk/mercedes-benz-cars/about-us/customer-services/).
  - 8.7. If the Customer is unable to resolve their complaint using the Seller's customer complaints process (see 8.6), the Customer can ask The Motor Ombudsman to review the complaint. More information is available at [www.themotorombudsman.org](http://www.themotorombudsman.org). The Customer can make contact with The Motor Ombudsman by writing to 71 Great Peter Street, London SW1P 2BN or calling 0345 241 3008. Alternatively, if the Goods are subject to a finance agreement, the Customer can ask the Financial Ombudsman Service to review the complaint. More information is available at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). The Customer can make contact with the Financial Ombudsman Service by writing to Exchange Tower, Harbour Exchange, London, E14 9SR or by calling 0800 023 4567 or 0300 1239 123.
- 9. Liability**
  - 9.1. Where the Customer is not a Consumer the Seller shall not be liable for any indirect or consequential losses.
  - 9.2. Where the Customer is a Consumer and the Seller fails to comply with these terms, the Seller shall be responsible for loss or damage suffered by the Customer that is a foreseeable result of the Seller breaching the Contract Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, the parties knew it might happen, for example, if discussed during the sales process.
  - 9.3. This clause 9 does not limit the liability of the Seller for death or personal injury caused by the Seller's negligence or for fraudulent misrepresentation.
- 10. Alterations to Specification**
  - 10.1. Unless the Customer directs otherwise and subject to the remaining provisions of this Clause, the Seller shall carry out or shall procure the carrying out of any and all modifications to the Goods.
  - 10.2. In the event that the Seller carries out or procures the carrying out of any modifications to the Goods, such modifications shall only be made in accordance with the specification. The specification may be varied by agreement in writing between the parties at any time.
  - 10.3. If the Customer directs the Seller to use a third party other than a Qualified Partner to provide or carry out any modifications to the vehicle(s) within the warranty period the Seller shall have no obligations under the warranty.
  - 10.4. The Customer shall indemnify the Seller against all claims made against the Seller as a result of work done in accordance with the Customer's specification or design which involves the infringement of any patents, registered designs, trademarks or copyright.
  - 10.5. The Seller shall not be liable for any failure or loss occasioned by the fitment of special bodywork or ancillary equipment where the Seller is not responsible for such specification and supply.
- 11. Finance Companies**
  - 11.1. Notwithstanding the Terms and Conditions of this Order the Customer may, at any time prior to the expiry of 7 days after notification to them that the Goods are ready for delivery, arrange for a Finance Company to purchase the Goods from the Seller at the contract price. The Terms and Conditions of this Order shall apply to such purchase with the Finance Company save that the Part-Exchange Vehicle for which an allowance was agreed to be made to the Customer shall be purchased by the Seller at a price equal to such allowance upon the conditions set out in Clause 5 above and the 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 such Finance Company and the Seller shall be accountable to the Finance Company on behalf of the Customer for the said allowance and any deposit paid by the Customer in respect of this Order.
- 12. Invoicing, Taxes, Export - This section applies to export sales and sales to diplomats**
  - 12.1. Where Incoterms are quoted on the front of this Order and there is a conflict between the specified Incoterm and this clause 12 the Incoterm shall take precedence.
  - 12.2. Invoices may be issued in Sterling or Euro at the discretion of the Seller. The Seller may change an Order that was originally ordered in Sterling but is to be subsequently invoiced in Euro, or vice versa, the Seller shall apply the exchange rate applicable on the day of invoicing and using the foreign exchange rate advertised by the Barclays Bank plc.
  - 12.3. The Customer acknowledges and agrees that they are responsible for all taxes in relation to the Goods and that the price of the Goods is exclusive of Value Added Tax (VAT). The sum payable by the Customer in respect of VAT shall be such as the Seller is actually required to pay in respect of the Goods at the time the relevant taxable supply occurs and any statement of tax contained in this Order shall be deemed to be an estimate and liable to be varied accordingly.
  - 12.4. Where the Goods are intended for export or removal outside the United Kingdom and the taxable supply is zero-rated, the Customer is responsible for complying with all conditions of export and removal outside the United Kingdom and the Customer agrees to indemnify the Seller against any subsequent VAT charge or costs as a result of not complying with the conditions of export or removal.
  - 12.5. Where the Customer is arranging export of the Goods from the United Kingdom, the Customer agrees to pay deposit equivalent to the VAT payable on the supply of the Goods with the Seller. The Seller will return the deposit within 30 days of receiving evidence of export of the Goods as required by HM Customs & Excise. Such deposit shall not bear interest.
  - 12.6. **Jurisdiction**
  - 12.7. The contract for the purchase of the Goods is governed by English law and is subject to the jurisdiction of the English courts.