

Sales Contract

EAST DEVON AUTOMOTIVE.CO.UK

Date of sale:
 Time of Sale:
 Date Of Collection:
 Time of Collection:
 Invoice Number:

Details of Vehicle being Sold

Make
 Model
 Colour
 VIN
 Mileage
 Registration Date
 VRM
 Stock Number

Details of Vehicle trade in

Make N/A
 Model N/A
 Colour N/A
 VIN N/A
 Mileage N/A
 Year N/A
 Registration Number N/A
 Stock Number N/A

Warranty Information

This document explains what is and what is not covered by our in house warranty. This warranty is valid for 1 month1 (OR 1,000 MILES whichever comes first) from purchase date and is designed to cover you against ESSENTIAL COMPONENT mechanical failure of Engine and Gearbox ONLY. Anything contained herein does not affect your statutory rights.

Covered Components

Engine	Gearbox	Differential	Misc	Important Information
Camshaft (followers & pulleys), Conrods & Bearings, Crankshaft & bearings, Cylinder bores, Cylinder head, Gasket, Flywheel, Gudgeon pins, Oil Pump, Pistons & Rings, Push rods, Rocker Assembly, Starter ring gear, Tappet gear, Tensioners, Timing belts, Timing chains, Timing gears, Valves and Guides.	Automatic gearbox components, Electric Governor, Manual gearbox components, Oil Cooler, Overdrive unit and Torque converter.	CV Joints, Cross shafts, Crown wheel & pinion, Differential, Drive shafts, Half shafts, Pinion carrier, Bearings, Propshafts, Sun & Planet gear, Universal joints, washers and Spaces.	Engine, Final drive, Gearbox & transmission casings. Water Pump & Thermostat. Alternator, Starter Motor, Horn, Indicator flasher relay. Wheel bearings. Track rods & track rod ends. Fuel gauge sender unit. Air flow sensors & meters. Clutch cable and pedal assembly.	Any component not specifically listed is not covered, to include but not limited to - Body panels & paintwork. Interior trim. A/C units. Breaking systems due to wear & tear. Suspension & related components. Air Bags. Batteries. Exhaust. Wheels & Tyres. Water Ingress. Oil Leaks. Radio & CD Players. Windscreen Wipers. A/C Re-gassing. Carbonisation of Turbo. Diesel Particulate Filter. Wear & Tear due to the age and milage of the covered vehicle.

Limitations

All claims are limited to £250.00 per claim.

It is the buyers responsibility to provide their own breakdown cover.

It is the buyers responsibility to return the vehicle back to us in the event of a warranty claim.

We will endeavour to carry out warranty work as soon as possible.

Courtesy vehicle's are not guaranteed.

Buyers Declaration:

I certify that I am the buyer of the above-mentioned vehicle at the stated price. I have examined the vehicle prior to signing and I am happy with the vehicle's condition and agree to the terms and conditions above & overleaf. I accept that insurance & road tax for the vehicle is my responsibility. I understand that all warranty claims are to be completed by an East Devon Automotive Ltd approved repair garage in East Devon. Any warranty claim will not be reimbursed unless prior authorisation has been agreed with East Devon Automotive Ltd in writing. I accept the cosmetic (internal/external) condition, cars specification, HPI Report, Present paperwork, Service History and that I have been given time to complete a PDI check or that I agree with East Devon Automotive Ltd's completed PDI Check on the vehicle and I agree that there are no known faults with the vehicle at time of purchase.

SIGN..... DATE..... TIME..... EXTENDED WARRANTY YES / NO

Terms and Conditions

Definitions

"Company" - means East Devon Automotive.

"Consumer" - the person, or firm, company or other body not connected to the motor trade industry or on behalf of whom/which the Order / Invoice has been signed.

"Trade Buyer" - a person, firm, company or other body that are involved in the motor trade or linked in their line of business to the motor trade.

"Contract" - A Contract exists when the purchase invoice has been signed by both the Company and the Customer.

1. Website information - if the information provided on our website should be shown to be incorrect and the purchaser has relied on this information, then we will notify the purchaser as soon as possible and offer a refund of any prepayments made and any reasonable direct and foreseeable expenses incurred.
2. All cars sold to a Consumer (excluding a Trade Buyer) come with a minimum 28 day warranty (details available upon request) which will start from the day of delivery. Additional warranty cover can be purchased for three, six, twelve or twenty four months, prices available upon request. Alternatively some vehicles may come with the remainder of the manufacturer's warranty; the consumer shall receive the warranty cover whichever is the greater. Some vehicles may come with a warranty that has been provided by Warranty Assist, in this case your warranty contract is between yourself and Warranty Assist.
3. Trade Buyers are not covered by our 28 day warranty.
4. Any mileages quoted are approximate and may not be accurate. In the absence of any statement to the contrary, the purchaser should regard the mileage displayed as unreliable.
5. Where a purchaser changes their mind and cancels a contract for the purchase of a vehicle, we are entitled to look for and recover our reasonable expenses, such as administration costs and loss of profit. These costs will be deducted from any prepayments made by the purchaser and any remaining monies will be refunded. £250 is what we have calculated these costs to be.
6. Any proposed contract shall be governed by and be in the jurisdiction of English Law and the Laws of the United Kingdom only.
7. Unless otherwise agreed in writing, the purchaser must pay in full, the stated price of the car before taking delivery or collecting, and in any event within 14 days of notification that delivery or collection can be made.
8. Non-payment by the due date - our company will send you a reminder asking you to pay the due balance within 7 days. If the purchaser fails to agree to the revised date then we are entitled to recover our reasonable expenses which include storage costs and interest on the debt.
9. All reference to payment means cleared funds.
10. If the Company agrees to part of the price for any vehicle being paid by way of a part exchange vehicle, such vehicle must be delivered to the Company on or before delivery of the newly purchased vehicle and the following conditions shall apply at the date of delivery and or exchange of the vehicles:-(a). Any details and statements made describing the part exchange vehicle set out must be true to the seller's best knowledge and the vehicle must be in virtually the same condition as seen at the date of its examination / valuation or the acceptance of it as a part exchange by the company.(b). If either or both of those conditions are not met, the Company shall be entitled to cancel the contract and to seek damages from the seller.(c). The Company shall be entitled to offset these damages against any deposit paid by the seller.(d). The company shall at the request of the seller, transfer the title of the vehicle to such third party provided that all reasonable costs of the company are paid by the seller and the seller is bound by these conditions. The company reserves the right to settle any outstanding credit owing on an item offered by a seller for part exchange and to deduct that amount from the value of the part exchange item.
11. The Company shall not be liable to the purchaser / seller or be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform, if the delay or failure was due to any cause beyond the Company's reasonable control.
12. Any claim by the seller based upon defects in the quality or condition of the vehicle shall be notified to the Company within a reasonable time of the date of delivery or, where the defects were not apparent on a reasonable inspection, within a reasonable time after discovery of the defects.
13. The company shall deliver or make the vehicle available for collection at the Company's address stated. Any dates/times quoted for delivery/collection are approximate only, as some factors are outside of our reasonable control. Time shall not be of the essence unless agreed by both parties in writing. The company shall be entitled to levy reasonable storage charges having given notice to the purchaser that the vehicle is ready for collection.
14. East Devon Automotive uses all reasonable endeavors to ensure that the cars shown on this website are available but cannot guarantee that any of the products displayed on the site are still available.
 - 14.1 East Devon Automotive has made every effort to present the true likeness of the vehicle specifications on this site.
 - 14.2 However, variants to this may occur due to the continuously changing nature of our sales, and we reserve the right to amend or remove vehicle specifications or entire descriptions without notice.
- 15 Product prices should be correct at the time the information is entered. Occasionally errors may arise where prices are incorrectly displayed or changed as a result of circumstances beyond East Devon Automotive control. Alternatively East Devon Automotive reserve the right to change or amend any price without prior notice.
- 16 East Devon Automotive will not pass on your details to any third party without your written consent, in compliance with the Data Protection Act.
- 17 These Terms and Conditions are governed by the laws of England and Wales. East Devon Automotive reserves the right to update and amend these terms and conditions from time to time.
- 18 If any provision of these terms and conditions shall be unlawful, void or for any reason unenforceable then that provision shall be excluded and shall not affect the validity of the remaining terms and conditions.
- 19 After purchasing a vehicle from us, if you should experience any problems or concerns with your vehicle please contact our company as soon as possible.