

## TERMS AND CONDITIONS OF ORDER

1. This order form and the acceptance by the purchaser shall form the basis of a contract. Nothing contained in these terms and conditions is intended to affect nor will affect the purchaser's statutory rights under the Sale & Supply of Goods Act, 1994, the Unfair Contract Terms Act, 1977 or any amendment of such legislation.
2. Any accessories fitted to the new caravan will be entitled to benefit from any warranty given by the manufacturers in relation to these accessories which will in no way affect the purchaser's statutory rights.
3. The seller will endeavour to secure delivery of the caravan and goods (hereinafter collectively referred to as "the goods") by the estimated delivery date but does not guarantee the delivery date and there shall be no liability for any damages or claims of any kind in respect of delay in delivery whether such damages are either consequential or economic. The seller shall not be obliged to fulfil orders in the sequence in which they are placed.

If the seller shall fail to deliver the goods within twenty one days of the estimated date of delivery stated in the contract, the purchaser may, by notice in writing to the seller, require delivery of the goods within seven days of the receipt of that notice and, if the goods are not delivered within that period of time, the purchaser may bring the contract to an end without penalty. In that eventuality, any deposit which has been paid shall be returned to the purchaser and the seller shall have no further liability for any losses either economic or consequential.
4. The seller shall intimate to the purchaser in writing that the goods are complete and ready for **collection** and, if the purchaser shall fail to take and pay for the goods within fourteen days of such notification, the seller shall be at liberty to treat the contract as repudiated by the purchaser and, thereupon, the deposit shall be forfeit without prejudice to the seller's rights to recover from the purchaser by way of damages any loss or expenses which the seller may suffer or incur by reason of the purchaser's default.
5. 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 **in full** until the same has been cleared.
6. **Notwithstanding the provisions of this Agreement, the purchaser within seven days of being advised by the seller that the goods have been prepared and are ready for collection shall be at liberty to arrange for a Finance Company to purchase the goods from the seller at the price agreed and payable hereunder. If the goods are purchased by a Finance Company clause 7(f) of this Agreement shall cease to have effect but any used caravan 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 this Agreement save to say that all reference to "delivery or delivered" by the seller shall be construed as meaning 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 said price and any deposit paid by him under this Agreement.**
7. Where it is a condition of contract that the seller allows part of the purchase price of a caravan to be discharged by the purchaser delivering a used caravan to the seller such allowance is hereby agreed to be given and received and such used caravan is hereby agreed to be delivered and accepted as part of the sale and purchase of the goods and upon the following additional conditions:-
  - (a) The purchaser of the goods warrants that the used caravan is the absolute property of the purchaser and is free from all encumbrances or if the used caravan is the subject of a hire purchase agreement or other encumbrance capable of cash settlement by the seller in which case the allowance for the used vehicle shall be reduced by the amount required to be paid by the seller in settlement thereof.
  - (b) The used caravan shall be delivered to the seller in the same condition as it was as at the date of examination and pricing, fair wear and tear accepted.
  - (c) The used caravan shall be delivered to the seller on or before delivery of the goods to be supplied to the purchaser and the property in the said used caravan shall thereupon pass to the seller absolutely. The purchaser shall also deliver to the seller all documentation relating to the used caravan.
  - (d) Without prejudice to the above, the used caravan shall be delivered to the seller within fourteen days of the 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 to the seller through no default on the part of the seller shall not be delivered to the purchaser within fourteen days after the date of this order or the estimated delivery date whichever is the later the allowance in relation to the used caravan shall be subject to reduction at the discretion of the seller.
  - (f) In the event of the non-fulfilment of any of the foregoing conditions other than the last above mentioned, the seller shall be discharged from any obligation to accept the said used caravan or to make any allowance in respect thereof and the purchaser shall then discharge in full the cash price of the goods to be supplied by the seller.
8. If the goods to be supplied by the seller are new the following provisions shall have effect: -
  - (i) This Agreement and the delivery of the goods shall be subject to any terms and conditions which the manufacturer or concessionaire may from time to time lawfully attach to the supply of the goods or the resale of such goods by the seller and the seller shall not be liable for any failure to deliver the goods occasioned by the seller's inability to obtain them from the manufacturer or concessionaire or by his compliance with such terms and conditions.
  - (ii) The seller undertakes that the seller will make certain that the pre-delivery work specified by the manufacturer or concessionaire is performed and use the seller's best endeavours to obtain for the purchaser from the manufacturer or concessionaire the benefit of any warranty or guarantee supplied to the seller or purchaser in respect of the goods and, save, in the case of consumer sales, as defined by the Sale and Supply of Goods Act, 1994, all statements, conditions and warranties as to the quality of the goods or their fitness for any particular purpose whether express or implied by law or otherwise are hereby expressly excluded.
  - (iii) If after the date of this order and before delivery of the goods to the purchaser, the recommended purchase price for any of the goods shall be altered, the seller shall give notice of such alteration to the purchaser and, in the event of the recommended price for the goods being increased, the amount of such increase which the seller intends to pass to the purchaser shall be notified to the purchaser and the purchaser shall have the right to cancel the contract within fourteen days of the receipt of such notice. If the purchaser does not give notice as aforesaid, the increase in price shall be added to and become part of the contract price.
  - (iv) In the event of the recommended price being reduced, the amount of such reduction, if any, which the seller intends to allow to the purchaser shall be notified to the purchaser. If the amount allowed is not the same as the reduction of the recommended price, the purchaser shall have the right to cancel the contract within fourteen days of the receipt of such notice and no losses either consequential or economic loss shall be attributable to the seller.
  - (v) Where the goods are a new caravan and such goods benefit from a manufacturer's warranty and warranty work is required and authorised, it will be the purchaser's obligation to return the goods to the seller's premises for such works to be undertaken. The seller shall have no liability for any damages or claims of any kind either consequential or economic arising from the undertaking of such warranty work.**
9. In the event of the manufacturer of the goods described in the order ceasing to make such goods of that type, the seller may whether the estimated delivery date has arrived or not, by notice in writing to the purchaser, rescind the contract without penalty and refund the deposit.
10. If the purchaser is purchasing a used caravan then the purchaser is reminded that the purchaser should, prior to the signature of this Agreement, examine the used caravan to ascertain its condition and should the used caravan be sold subject to defects notified by the seller to the purchaser before signature of this Agreement, all exclusions both at statute and Common Law shall apply. Save in the case of consumer sales, all statements, conditions or warranties as to the quality of the goods or their fitness for any purpose whether express or implied by law or otherwise are hereby expressly excluded.
11. The seller shall not be bound by any variations or additions to this Agreement unless the same are made in writing and annexed to this Agreement. In particular, the seller will not be bound by any statement as to the terms and conditions of the sale of the goods or the condition, recommended price or delivery of the goods made by any person purporting to act on the seller's behalf insofar as the same are not contained in this Agreement and any such statements are made without the seller's authority.
12. Any notices to be given under this Agreement shall be deemed to have been duly served if sent by pre-paid post to the purchaser's last known address in the seller's possession and deemed to have been received in due course of post,
13. This contract shall be subject to **and governed by** the law of Scotland.