

The following Conditions apply to all retail sales by DK Engineering. It is the intention of DK Engineering that all terms between it and the Buyer are contained in these Conditions. Nothing in the Conditions shall affect the statutory rights of a consumer.

**1. DEFINITIONS**

In these Conditions:

- 1.1 "DK Engineering" means D.K. Engineering Acquisition Consultancy Ltd.
- 1.2 "Buyer" means the person buying the Good from DK Engineering.
- 1.3 "Goods" means any goods forming the subject of this contract
- 1.4 "Contract" means any contract for the sale of Goods by DK Engineering to the Buyer
- 1.5 "Price" means the Price as detailed in the Sales invoice overleaf
- 1.6 "Motor Vehicle" means any items included or proposed to be included in the sale of motor vehicles
- 1.7 "VAT" means Value Added Tax applicable at the prevailing rate from time to time

**3. GOVERNING LAW**

- 3.1 All transactions to which the Conditions apply shall be governed by English Law and DK Engineering and the Buyer hereby submit to the exclusive jurisdiction of the English Courts.

**4. NOTICES**

- 4.1 Any notice by DK Engineering to a Buyer may be delivered by hand or sent by first class mail or airmail and shall be deemed to have been duly received:
  - (a) If hand delivered, at the time delivery;
  - (b) If sent by first class mail, two days after the date of posting if posted to an address within the country of posting and seven days after the date of posting if posted to an address within a country outside the country of posting.
- 4.2 In proving service:
  - (a) By hand, it shall be necessary only to produce a receipt for the notice signed on behalf of the addressee;
  - (b) By post, it shall be necessary only to prove the notice was contained in a pre-paid envelope which was duly addressed and posted first class.
- 4.3 DK Engineering do not accept service of any notice by facsimile or electronic mail.

**5. PAYMENT**

- 5.1 The terms of payment are cash, cheque, banker's draft or telegraphic transfer in Pounds sterling or in the currency in which the sale was conducted on the date specified in the sale invoice overleaf or otherwise agreed by DK Engineering and the Buyer in writing.
- 5.2 Time for payment and delivery of any part exchange vehicle shall be of the essence of the Contract. If the Buyer fails to comply with the terms of payment or time for delivery, DK Engineering shall be entitled to repudiate the Contract and the Buyer shall compensate DK Engineering in full on demand for all loss, costs and expenses (including legal costs on an indemnity basis) arising in connection with or resulting from the Buyer's failure to comply with the Contract. DK Engineering may in any event sell the Goods elsewhere and recover any loss from the Buyer, and forfeit any deposit which may be refunded in whole or part if it exceeds any reasonable estimate of loss suffered by DK Engineering.

**6. TITLE**

- 6.1 Title in the Goods shall not pass to the Buyer until the purchase price has been paid in full, any part exchange goods have been delivered, and DK Engineering are satisfied as to the title and description.
- 6.2 Notwithstanding the above paragraph risk in the Goods shall remain with the Buyer from date of the Sales Invoice.

**7. WARRANTIES BY BUYER (Part Exchange Goods)**

- 7.1 The Buyer warrants to DK Engineering in the terms of sub-paragraphs (a) to (e) below:
  - (a) The Buyer is the owner of the Goods or is properly authorised to sell the Goods by the owner and is able to sell the Goods with full title guarantee free from all encumbrances and third party claims;
  - (b) The Buyer has complied with all requirements relating to any export or import of the Goods and has notified DK Engineering in writing of any failure to comply with such requirements by the Buyer or any previous owner of the Goods;
  - (c) The Buyer has notified DK Engineering in writing of any material alterations to the Goods of which the Buyer is aware or any concerns expressed by third parties in relation to the authenticity, provenance, origin, age, condition or quality of the Goods and has provided DK Engineering with all such information in the Buyer's possession;
  - (d) The Motor Vehicle may lawfully be used on a road and complies with all statutory provisions & that there is in force any test certificate required by law in relation to such use & the Buyer has notified DK Engineering in writing if the Vehicle cannot lawfully be used on a road;
  - (e) The Buyer warrants that the information about the Goods given to DK Engineering and statements made about them are true.

**8. LOSS AND INDEMNITY**

- 8.1 DK Engineering will not be responsible for any damage to or the loss or the destruction of the Goods or any injury, loss or damage caused by the Goods before delivery unless caused by the negligence of DK Engineering, its employees or agents in the ordinary course of their duties to DK Engineering and the Buyer will indemnify DK Engineering against all claims and proceedings brought against DK Engineering in respect of any loss or damage to the Goods or injury, loss or damage caused by them.

**9. LIABILITY OF DK ENGINEERING**

- 9.1 DK Engineering shall not be liable for any failure in the performance of any of its obligations caused by the factors outside its control.
- 9.2 In any event:
  - (a) DK Engineering shall only be liable for losses that are foreseeable; and
  - (b) the maximum liability of DK Engineering to a Buyer shall be limited to the invoice value of the Goods.

**10. LOSS OR INJURY**

- 10.1 DK Engineering shall be under no liability for injury, damage or loss sustained by any person while on DK Engineering's premises (including any premises where a sale may be conducted or where Goods may be on view from time to time) except for death or personal injury caused by the negligence of DK Engineering or its employees and agents in the ordinary course of their duties to DK Engineering.

**11. MISCELLANEOUS**

- 11.1 The benefit and burden of these Conditions may not be assigned by the Buyer without DK Engineering's prior agreement in writing.
- 11.2 If any Condition or any part of any Condition shall be held to be unenforceable or invalid such unenforceability or invalidity shall not affect the enforceability and validity of the remaining Conditions or the remainder or the relevant Condition.
- 11.3 The headings and numbering used in these Conditions are for convenience only and shall not affect their interpretation.
- 11.4 Any concession or latitude allowed by DK Engineering shall not affect DK Engineering's rights under or release the Buyer from liability in respect of the Conditions.