



TERMS FOR THE SALE OF VEHICLES, EQUIPMENT AND FOR THE SUPPLY OF SERVICES

1. Interpretation

"Buyer" means the person named in all documentation relating to the sale of particular vehicles and equipment and to whom the Seller's acceptance of order is addressed

"Seller" means LJ & CO LTD (Ex.Military trucks).. Whose registered office is situated at The rocket site, Misson, Nr. Bawtry, Doncaster DN10 6E United Kingdom

"Consignor" means LJ & CO LTD (Ex.Military trucks).. Whose registered office is situated at The rocket site, Misson, Nr. Bawtry, Doncaster DN10 6E United Kingdom. Ownership (title) of the goods remains with the consignor until the consignee pays for them in full

"Parts" means any parts (including any instalments) sold by the Seller or used or supplied by the Seller in connection with the sale of a vehicle, equipment or the supply of any Services.

"Vehicle" means any new or used heavy or light commercial vehicle, van or car or plant and machinery.

"Services" means the any aspect of the sales process. For the Buyer "Terms means the terms for the sale of a Vehicle. Parts or for the supply of Services set out in this document.

"Quotation" means a quotation in writing issued by the Seller which is accepted by the Buyer within the acceptance period stated in the Quotation.

"Order" means an order by the Buyer provided in writing for the purchase of a Vehicle or piece of equipment, Parts or the provision of Services which is accepted by the Seller in writing.

"Contract" means the Contract for the sale and purchase of any Vehicle and or Equipment, Parts or the provision of Services.

"End User"

means the physical recipient and user of any Vehicle and or Equipment

"Consignee" means the Person or firm (usually a buyer) named by the consignor (usually a seller) in the transportation documents (such as an air waybill or bill of lading) as the party to whose order a consignment will be delivered at the port of destination. The consignee is considered to be the owner of the consignment for the purpose of filing the customs declaration, and for paying duties and taxes. Formal ownership (title) of the consignment, however, transfers to the consignee only upon payment of the seller's invoice in full.

2. The Contract Specification and Orders

2.1 These conditions shall apply to all orders for the supply of Vehicles and Services by the seller to the Buyer to the exclusion of all other terms and conditions including any conditions which the Buyer may purport to apply under any purchase order or similar documents of any kind.

The Buyer understands and confirms that any employee or agent of the Seller has no authority to make any representation about the Vehicle, Parts or Services nor shall the Seller be liable for any advice or recommendations given by it or its employees or agents to the Buyer as to the Vehicle Parts or Services unless confirmed in writing following placement of order.

2.2 Any error or omission in any document or information issued by the Seller or other person shall be subject to correction without any liability on the parts of the Seller.

2.3 The Buyer shall be responsible for the accuracy of the terms of any Order (including the specification).

2.4 If the manufacturer or supplier discontinues the sale of any Vehicle or Parts or alters the specification the Seller reserves the right (without any further liability on the part of the Seller) to deliver in satisfaction of this Contract a Vehicle or Parts conforming to the manufacturer's or supplier's specification prevailing at the time of delivery or fit another Part, or cancel this Contract and refund to the Buyer either any deposit or other payment paid by the Buyer.

2.5 No Order or Quotation may be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs damages and expenses incurred by the Seller as a result of cancellation.

3. Prices and Payment

3.1 Standard payment terms are 50% non refundable deposit with order, balance of total price prior to shipment of vehicles or parts to be submitted as cleared funds Unless there is a written agreement for a fixed price the price for a Vehicle or Parts shall be the Ex. Works (EXW) price. If the manufacturer of a Vehicle or supplier of any Parts increases their prices, the Seller reserves the right to increase the price. The price for any Services shall be charged at the current hourly rate prevailing from time to time of the Seller together with any additional charges for accommodation, motor expenses, air and shipping fee. All prices shall be payable together with value added tax if applicable and (where appropriate) delivery, transport and insurance charges.

3.2 Advance 10% refundable deposit for vehicles applies only until a vehicle is sourced or received into stock at which time standard terms as at 3.1 will apply.

3.3 The Payment is possible through Confirmed Irrevocable Letter of Credit Issued against a Major UK Bank.

3.4 Any estimates given by the Seller shall be provisional. The Seller shall use all reasonable endeavours to obtain the authority of the Buyer for any substantial divergence from the estimate given.

3.5 Any deposit paid is considered by the Seller and accepted by the Buyer as being Non Refundable without prior agreement.

Balance Payment in cash or cleared funds for the sale of vehicles, equipment or the supply of services shall be due within 30 days after month of invoice date. Payment of vehicle sales shall be made prior to or on the collection/shipment of items purchased. Prompt payment of all sums due shall be of the essence of this Contract. All prices quoted are U. K. Pounds Sterling Ex. Works being exclusive of VAT where applicable and any shipping / associated costs. Vehicles advertised are subject to remaining unsold.

3.6 If the Buyer fails to pay any sum due on the due date for payment the Seller shall be entitled to charge the Buyer interest at the rate of 4% a year above (UK HSBC Bank) Base Rate from time to time until payment is made in full. Such interest shall be payable both before and after any legal judgment the Seller may obtain against the Buyer.

3.7 The Buyer shall not be entitled to withhold payment of any sums after they have become due by reason of any right of set off or counter-claim or for any reason whatsoever.

3.8 In addition to the Seller's lien for repairs, the Seller shall have a general lien on all property of the Buyer in the possession of the Seller pending payment of all sums due and after 14 days notice shall have the right to sell any of the Buyer's property as agent for and at the expense of the Buyer and apply all proceeds of sale towards payment of such sums.

4. Shipment and risk

4.1 In the absence of any express agreement shipment (ex.work's) shall take place when collected by the Buyer following the Seller's notification that the Buyer's vehicle or Parts are ready for collection or when the vehicle or equipment leaves the Sellers registered address. The date for collection/shipment shall not be of the essence of this Contract unless agreed in writing. Risk shall pass to the Buyer on shipment/collection. Any time or date for completing the Services shall be an estimate only and the Seller shall not be liable for any failure to complete the Services within such time or date.

4.2 Parts may be delivered in instalments. Failure by the Seller to deliver any of the instalments in accordance with these Terms shall not entitle the Buyer to treat the Contract as a whole as repudiated. Claims for shortages or discrepancies or loss or damage of Parts in transit will not be accepted unless notified to the Seller and (if appropriate) the Seller's carriers within 48 hours of receipt and confirmed in writing within 7 days after receipt. Packaging and damaged parts shall be retained for inspection.

4.3 Following receipt, the Buyer will inspect any Vehicle, Equipment or Parts. Unless the Buyer notifies the Seller within 48 hours of delivery of any defect the Buyer will be deemed to have accepted it. After acceptance, the Buyer shall not be entitled to reject a Vehicle or Parts which are not in accordance with this Contract.

4.4 Dates and periods quoted for availability are estimates only, made in good faith and the Seller shall have no liability for any delay therein however arising.
Time for delivery is not of the essence of the contract.

5. Retention of title

5.1 Any Vehicle or Parts supplied by the Seller to the Buyer shall remain the sole and absolute property of the Seller until the Buyer has paid to the Seller in cash or cleared funds or via Confirmed Irrevocable Letter of Credit Drawn against a Major European Bank the price in full together with the full price of any other vehicle, part(s) or services agreed to be sold by the Seller to the Buyer for which payment is then due. The Buyer acknowledges that it is in possession of the Vehicle or Parts solely as a fiduciary agent and bailee of the Seller until payment.

5.2 The Buyer will store protect and maintain records of the Vehicle or Parts on its own premises in a manner which makes them readily identifiable as the property of the Seller and shall keep them insured in their full replacement value.

5.3 Until the Buyer becomes the owner of the Vehicle or Parts, the Seller shall be entitled at any time to require the Buyer to deliver up the Vehicle or Parts to the Seller and if the Buyer fails to do so forthwith the Seller shall have the right to enter upon the premises of the Buyer or any third party where such Vehicle or Parts are stored and repossess them. The Buyer shall indemnify the Seller against any liability which the Seller may incur in connection with the taking or attempting to take possession of them.

5.4 Whilst the Seller retains title to the Vehicle or Parts, the Buyer may by agreement with the Seller, sell the Vehicle or Parts as the Seller's undisclosed agent.

5.5 The Buyer may not pledge or in any way charge as security for any indebtedness any Vehicle or Parts which remain the property of the Seller.

6. Export Licencing

6.1 Military Surplus Vehicles or Equipment may require an export licence if it is the intention of the buyer to ship or to have shipped across UK Borders items which are purchased from the Seller.

6.2 UK Residents purchasing Military Surplus vehicles must be aware that as of 26th October 2009 an Open General Export Licence is required to take a military surplus vehicle or military component as fitted to a civilian vehicle e.g. NATO Towing Hitch across UK borders including for vacation purposes.

6.3 Advice on export licencing procedures can be found at [Click to download](#) including downloadable copies and examples of the End User Letter as are required when applying for Full Standard Individual Export Licenses.

6.4 For the purposes of the Export Licence application, only the End User and Consignee must complete and End User Letter.

6.5 LJ & CO LTD (Ex.Military trucks). Cannot provide formal quotes or engage in any discussions relating to EU Embargoed Countries. For more information on EU Embargoed Countries visit www.berr.gov.uk

7. Seller's warranties and liabilities

7.1 The Seller shall in no circumstances whatsoever be liable for any loss of profit, business or production or any similar loss or damage, where direct or indirect, or consequential or however caused.

7.2 If the Seller is held liable under any circumstances then the Seller's liability shall be limited to the price of the Vehicle, Parts or Services under this Contract; and no claims arising out of this Contract may be brought more than one year after the Buyer becomes aware of the claim.

7.3 Force Majeure, The Seller shall not be held liable for damages nor shall the Buyer have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond the Seller's control including, but not limited to Acts of God, Government restrictions (including the delay, denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

7.4 The Buyer shall indemnify the Seller in respect of any costs, claims, loss or liability made or incurred by any person in connection with the Vehicle, Parts or Services.

7.5 On all sales of used military vehicles and equipment no warranty is either given or implied.

8. Manufacturer's warranty

8.1 Where applicable or provided, each new Vehicle and any new Parts supplied by the Seller under this Contract have the benefit of a manufacturer's warranty.

9. Termination following Buyer's default

9.1 If any of the following events occur, the Seller may cancel this Contract; or suspend any further supply of any Vehicle or Parts; or discontinue the performance of any Services; or cancel any credit arrangements. The price for each Vehicle or all Parts ordered (whether or not delivered) and for all Services that have been performed shall become immediately due and payable.

9.1.1 if the Buyer fails to pay any sum due on the due date under this or any other contract made with the Seller:

9.1.2 if the Buyer breaks any other term of this Contract (other than in clause 8.1.1. above) and (if capable of remedy) fails to remedy the breach within 7 days of receipt of a notice from the Seller requiring the Buyer to do so:

9.1.3 if the Buyer dies; ceases to carry on business; or is unable to pay its debts within the meaning of the Insolvency Act 1986; or a petition is presented for bankruptcy or an interim order; or the Buyer makes any arrangement with creditor:

9.1.4 if the Buyer convenes a meeting of its creditors; or if a proposal is made for a voluntary arrangement or any scheme or arrangement for the benefit of creditors; or an administrator, receiver, or administrative receiver is appointed over any of its assets; or a petition is presented for an administration or winding up order:

10. General

10.1 Any notice shall be in writing addressed to the addressee at its registered office or principal place of business.

10.2 The Seller contracts as principal and not as agent. The Seller may appoint an independent contractor to perform all or any part of this Contract for the Seller. The Buyer shall not assign this Contract.

10.3 Any failure by the Seller to exercise any of its rights shall not be a waiver of the Seller's rights. If any of the provisions in this Contract are found to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected.

10.4 This Contract shall be governed in accordance with English Law and all disputes relating to it shall be decided by the English Courts.

Shipping quotes are subject to confirmation from our shipping company and are usually valid for 30 days from receipt.

