

Terms and conditions

DEFINITIONS

1.1 In this Contract, unless the context otherwise requires, the following terms have the following meanings: "Commencement Date" means the commencement date specified on the front page of this Contract

"Contract" means the attached vehicle seller agreement and these terms and conditions, together with any attachments or documents referred there therein

"SYNETIQ" means SYNETIQ Limited, registered in England and Wales with company number 739986, and whose registered address is at Bentley Moor Lane, Adwick-Le-Street, Doncaster, South Yorkshire, DN6 7BD

"Seller" means the vehicle dealer whose details are specified on the front page of this Contract

"Services" means the collection, management, storage, sale at auction and/or disposal (by sale or return to owner) of vehicles consigned by the Seller pursuant to the terms of this Contract

1.2 In the case of conflict or ambiguity between any provision contained in these terms and conditions and the front page of this Contract, the former shall take precedence.

2. APPOINTMENT, SCOPE & DURATION

2.1 The Seller appoints SYNETIQ as its sole agent to provide the Services within mainland Great Britain in accordance with the provisions of this Contract and SYNETIQ accepts the appointment on those terms.

2.2 The Seller shall not, during the duration of this Contract, appoint any other person, firm or company as its agent, distributor or franchisee for the provision of the Services or itself sell any vehicles it agrees to consign to SYNETIQ pursuant to this Contract.

2.3 Any sale whether concluded as a Buy It Now, Pure Sale or a Minimum Price Sale (defined below) shall be between the Seller as the seller, and the maker of the accepted offer to purchase (the "Buyer") as the buyer. Save as expressly set out in this Contract the Seller will have no legal right of action against SYNETIQ in respect of any cause of action howsoever arising out of or in connection with the sale of the vehicle(s).

2.4 You authorise SYNETIQ to accept verbal authorisation from you or your authorised representative to accept a bid and sell the Vehicle for an offer lower than the Minimum Price at our option. You may be required to purchase the Vehicle back from the buyer and pay all fees.

2.5 This Contract shall be deemed to have commenced on the Commencement Date and shall remain in force until terminated by either party on notice in writing.

3. THE SERVICES

3.1 SYNETIQ shall manage offers to purchase made by potential buyers and either (a) accept the amount offered as a "buy it now" ("Buy It Now") or b) accept the highest offer in a sale without a reserve (a "Pure Sale") or (c) where the Seller has set a reserve price (a "Minimum Price"), to accept the highest offer over the Minimum Price ("Minimum Price Sale").

3.2 SYNETIQ reserves the right to bid on behalf of the Seller up to the amount of any reserve and to refuse any bid. The Seller may not bid personally.

3.3 SYNETIQ reserves the right to refuse to offer for sale any Vehicle in its absolute discretion. SYNETIQ also reserves the right to cancel any concluded contract of sale for any reason whatsoever including but not limited to the buyer failing to pay the full price in cleared funds or the Seller failing to pay SYNETIQ all fees and charges that are due.

3.4 SYNETIQ will provide the Services (a) diligently, efficiently and in a timely manner, (b) using reasonable skill and care in compliance with all relevant legislation, and (c) by employees possessing the appropriate skills and experience.

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3.5 In providing the Services SYNETIQ will rely upon the instructions and information provided by the Seller when it consigns each vehicle to SYNETIQ using SYNETIQ's secure online portal known as the 'Seller Site'. Each consigned vehicle will be listed as a Pure Sale unless the Seller indicates via 'Seller Site' that it wishes the vehicle to be a Minimum Price Sale.

3.6 Vehicles consigned to SYNETIQ under this Contract will be stored free of charge until the close of business on the third day following a vehicle's failed or uncompleted sale. If such vehicle remains on SYNETIQ's property thereafter it will accrue storage charges at a rate of £10 per day or part day thereafter until it leaves SYNETIQ's premises. If the Seller collects such a Vehicle from SYNETIQ's premises no release fee will be levied. Vehicle. The Seller will be liable to pay any storage charges, re-list fees and/or collection/delivery charges incurred by the Seller in accordance with clause 4.3.

3.7 If a vehicle consigned to SYNETIQ under this Contract (a) bears a private registration plate at the time that vehicle passes into SYNETIQ's safekeeping, that registration plate (as the case may be) will be deemed to form part of the vehicle that is to be sold and ownership will duly pass to the Buyer on completion of the sale.

3.8 It is the Seller's responsibility to remove, at its own cost, all personal items from the vehicle which have been left in the vehicle when that vehicle comes into SYNETIQ's possession. Ownership of any personal items in the vehicle at the time of sale will duly pass to the Buyer on completion of the sale. The Seller warrants that SYNETIQ has authority to include any such items in the sale of a vehicle.

4. CONSIDERATION

4.1 In consideration of SYNETIQ's provision of the Services, the Seller will pay SYNETIQ the fees and charges in accordance with the payment terms set out in the document "SYNETIQ Ltd Trade Vehicle Seller Fees – Fees and Charges" and published on www.SYNETIQ.co.uk

4.2 SYNETIQ reserves the right to increase its fees and charges, provided that such fees cannot be increased more than once in any 12 month period. SYNETIQ will give the Seller written notice of such increase two months before the proposed date of the increase.

4.3 SYNETIQ shall remit any vehicle sale proceeds to the Seller (less any applicable fees and charges), by the method indicated on the front page of this Contract, usually no sooner than 2 business days and no later than 7 business days after the date on which the vehicle is sold via auction and payment has been received from the Buyer.

4.4 Any introductory or trial incentives listed in the 'Special instructions/information' section on the SYNETIQ Trade Vehicle Seller Fees – Fees and Charges page of this Contract (including without limitation discounted charges) will apply until the earliest of (a) the period stated on the front page of this Contract or, (b) one month after the Commencement Date, or (c) the date of consignment of the tenth vehicle consigned by the Seller to SYNETIQ under this Contract.

4.5 The Seller agrees to pay SYNETIQ on demand in cleared funds any costs of collection (including any collection agency fees and/or court costs and/or our legal fees) on a full indemnity basis, in the event that the Seller fails to pay any and or all of the fees due to SYNETIQ by the Seller.

5. CONFIDENTIALITY

5.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 5.2.

5.2 Either party may disclose the other's confidential information (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the other party's obligations under

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this Contract. Each party shall ensure that its employees, officers and representatives or advisers to whom it discloses confidential information comply with this clause 5;

- (b) if the disclosure of the other party's confidential information is agreed in writing; or
- (c) as may be required by law, a court of competent jurisdiction or any regulatory, governmental or administrative authority with jurisdiction over either party.

6. SELLER'S WARRANTIES & INDEMNITY

6.1 In respect of each vehicle consigned to SYNETIQ under this Contract, in addition to the warranties set out in the Seller's Declaration, the Seller warrants to SYNETIQ that it:

- (a) has a good title;
- (b) shall provide SYNETIQ only with complete, true and accurate instructions and information (including where applicable and without limitation valid V5 and MOT certificates) and
- (c) that no vehicle identification numbers or other identification marks have been tampered with, replaced, altered or otherwise interfered with in respect of the Vehicle.

6.2 The Seller shall at all times throughout the lifetime of this Contract and for 6 years thereafter indemnify SYNETIQ and keep Motorhog fully indemnified against all direct, indirect or reasonably foreseeable costs, claims, demands, expenses, proceedings and any losses suffered by SYNETIQ as a result of the breach of the warranties set out in this Contract.

7. EXCLUSION & LIMITATION OF LIABILITY

7.1 Except as set out in this Contract, SYNETIQ excludes any other warranties, conditions and terms, whether statutory, implied or otherwise. Further, this Contract sets out the entire financial liability of SYNETIQ (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Seller in respect of (a) any breach of this Contract; (b) any use made by the Seller of the Services or any part of them; and (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Contract.

7.2 Nothing in this Contract excludes the liability of either party to the other party for (a) death or personal injury caused by the first party's negligence, or (b) the first party's fraud or fraudulent misrepresentation.

7.3 Subject to clause 7.2:

- (a) SYNETIQ shall under no circumstances whatsoever be liable to the Seller, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- (b) SYNETIQ's total liability to the Seller in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £1,000,000 for each claim or series of connected claims.

7.4 Subject to the provisions of this clause 7, SYNETIQ shall at all times during the lifetime of this Contract and for 6 years thereafter indemnify the Seller and keep the Seller fully indemnified against all direct and reasonably incurred costs, claims, demands, expenses, proceedings and other direct liabilities reasonably and properly incurred or paid by the Seller and any losses suffered by the Seller arising as a direct result of SYNETIQ's negligent acts, errors, omissions or defaults in respect of this Contract.

7.5 The indemnity given in clause 7.4 above is expressly subject to:

- (a) notification being given by the Seller of any claim as soon as is reasonably practicable and in any event within 5 business days of the Seller receiving written notification;
- (b) the provision of all reasonable assistance by the Seller in defending the claim, subject to reimbursement of the Seller's reasonable costs; and
- (c) SYNETIQ having full conduct of the defence of any claim including as to the terms of any settlement.

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8. CONSEQUENCES OF TERMINATION

8.1 On termination of this Contract:

- (a) the Seller shall immediately pay to SYNETIQ all outstanding amounts due to SYNETIQ (if applicable) and, in respect of Services supplied by SYNETIQ but for which no invoice has been submitted, SYNETIQ may submit an invoice, which shall be payable immediately on receipt;
- (b) SYNETIQ shall return at the Seller's expense all vehicles in the possession of SYNETIQ which have yet to be sold, or otherwise dispose of the same as the Seller may instruct;
- (c) SYNETIQ shall cease to promote, market, advertise or sell the Seller's vehicles; and
- (d) the following clauses shall continue in force: clause 5 (Confidentiality), clause 7 (Exclusion & Limitation of Liability) and clause 10.10 (Governing law and jurisdiction).

8.2 Termination or expiry of this Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

9 ANTI-BRIBERY

9.1 The Seller shall:

- (a) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (the "Relevant Requirements");
- (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- (c) save where the Seller is an individual, have and shall maintain in place throughout the term of the Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate;
- (d) promptly report to SYNETIQ any request or demand for any undue financial or other advantage of any kind received by the Seller in connection with the performance of this Contract;

10. MISCELLANEOUS

10.1 The Seller may not assign, deal with or otherwise dispose of any rights under this Contract without SYNETIQ's prior written consent, such consent not to be unreasonably withheld. SYNETIQ may sub-contract its obligations under this Contract but shall always remain liable for performance of its obligations under this Contract as though acting as principal.

10.2 All sums stated as payable under this Contract are exclusive of Value Added Tax or other applicable sales tax which, where payable, shall be added to the sum in question at the prevailing rate.

10.3 Notwithstanding clause 4.2, on each anniversary of the Commencement Date, all sums stated as payable by the Seller to SYNETIQ under this Contract shall be increased in line with any increase in the Retail Prices Index over the preceding 12-month period.

10.4 If any provision of this Contract is found to be illegal or unenforceable, the remaining provisions shall remain in full force and effect and the illegal or unenforceable provision shall be construed in a manner that gives effect to as much of the relevant provision as is permissible in the circumstances.

10.5 Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations.

10.6 Any notice required to be given in connection with this Contract must be given in writing and may be delivered by hand or sent by first class pre-paid post, by email or by fax to the Company Secretary of the party to which notice must be given at

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the address specified at the beginning of this Contract. Any notice will be deemed to have been received by the addressee if delivered by hand at the time of delivery or, if sent by first class post, 2 business days after being posted, or if delivered by email, at the time of transmission provided that both a confirming copy is sent by first class post to the other party within 24 hours of transmission, and no notification informing the sender that the message has not been delivered has been received by the sender.

10.7 No failure or delay by a party in exercising any right under this Contract will operate as a waiver of that right.

10.8 This Contract contains the entire agreement between the parties and supersedes all other agreements whether written or oral between the parties relating to the provision of the services contemplated by this Contract and any such prior agreements are cancelled as at the Commencement Date (but without prejudice to any rights which have already accrued to either party). The Seller acknowledges that it is not entering into this Contract in reliance on any representation not expressly set out in this Contract. This Contract may not be modified except by an instrument in writing, signed by duly authorised representatives of both parties.

10.9 The parties do not intend that any provisions of this Contract should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Contract.

10.10 The laws of England shall govern this Contract and the parties irrevocably submit to the exclusive jurisdiction of the English Courts.