

G3 REMARKETING LIMITED - WEBSITE TERMS AND CONDITIONS

These terms and conditions (the **Conditions**) and our Acceptable Use Policy, Terms of Website Use Policy and Privacy Policy (together with the documents/pages referred to on/in them) (the **Policies**) set out the terms and conditions on which You access the Website and Auctions.

Please read these Conditions and the Policies carefully before using the Website or registering with Us in order to participate in an Auction. You should understand that by registering with Us, you agree to be bound by these Conditions and the Policies.

These Conditions and the Policies also set out the terms of the contractual arrangements between You and Us in relation to an Auction or Your use of the Website and the formation of the Contract between You and a Seller.

You should print a copy of these Conditions and the Policies for future reference.

Please click on the button marked "I Accept" at the end of these Conditions if You accept them and the Policies. Please understand that if You refuse to accept these Conditions and the Policies, You will not be able to register with us or participate in an Auction.

In these Conditions, the following definitions apply:

Acceptable Use Policy: Our acceptable use policy found at www.g3remarketing.co.uk/pdfs/websiteacceptableusepolicy.pdf;

Acceptance: an automatically generated notification from Us (either sent to Your account or emailed to You) confirming that you have registered a Successful Bid in respect of an Auction and including an invoice for the Price;

Auction: a Timed Auction or Buy-It-Now Auction;

Bid: a legally binding offer made by You in respect of an Auction;

Business Day: a day (other than a Saturday or Sunday) when banks in the City of London are open for business;

Buy-It-Now Auction: a Listing advertising a Vehicle for sale for a fixed price, and which shall end as soon as a Bid is registered at that fixed price;

Contract: the legally binding agreement for the sale and purchase of a Vehicle between You and a Seller;

Deposit: the sum of £500, to be held by Us as stakeholders, and which may subsequently at any time be used by Us in payment or part-payment of any sum due to Us by You;

Listing: an advertisement placed on the Website for the sale by a Seller of a Vehicle by Auction on which a Bid may be placed;

Premium: the premium payable by You to Us in relation to Us providing the Auction hosting services;

Price: the price payable in respect of a Vehicle, being the Successful Bid;

Privacy Policy: Our privacy policy found at www.g3remarketing.co.uk/pdfs/privacypolicy.pdf;

Seller: the person (being an individual or business) offering a Vehicle for sale under an Auction;

Successful Bid: either:

- (a) in respect of a Buy-It-Now Auction, a Bid registered with Us at the fixed price stated in the relevant Listing; or
- (b) in respect of a Timed Auction, the highest Bid registered with Us in respect of a Timed Auction;

Timed Auction: a Listing advertising a Vehicle for sale by way of a timed auction on the Website, and which shall end on the expiry of the end time and date as specified on the Listing, or if such end time and date is extended by Us for whatever reason, the expiry of the end time and date of such period of extension;

Terms of Website Use Policy: Our terms of website use policy found at www.g3remarketing.co.uk/pdfs/termsofwebsiteuse.pdf;

Total Price: has the meaning set out in clause 6.1;

Vehicle: a motor vehicle or other item listed for sale by a Seller;

We/Us/Our: G3 Remarketing Limited (Company Number 6929699) whose registered office is at G3 House, Pioneer Business Park, Pioneer Way, Whitwood, WF10 5QU;

Website: Our website, being www.g3remarketing.co.uk;

You/Your/Yourself: you (being an individual or business).

1. OUR STATUS

- 1.1 The Website is a site operated by Us.
- 1.2 Our VAT number is 945752296.
- 1.3 In respect of each Auction, We provide a Listing for the sale of a Vehicle as auctioneer and as an agent of the Seller (and not on our own behalf). The Contract is formed between You and the Seller immediately at the end of a Buy-It-Now Auction or Timed Auction (as applicable). For the avoidance of doubt, whilst these Conditions apply to the use of the Website and placing a Bid for a Vehicle listed for Auction, We shall not be party to any Contract or any other legally binding agreement with You in relation to the sale of the Vehicle.
- 1.4 From time to time We may provide links on the Website to the websites of other companies, whether affiliated with Us or not. We do not give any undertaking that products you purchase from companies to whose website we have provided a link on the Website, will be of satisfactory quality, and any such warranties are disclaimed by us absolutely. This disclaimer does not affect your statutory rights against the third party seller.

2. WEBSITE AVAILABILITY

The Website is only intended for use by individuals or businesses resident in the United Kingdom. We do not accept Bids from individuals or businesses outside the United Kingdom.

3. REGISTRATION

- 3.1 To become eligible to place a Bid, You must register Your details and hold an account with Us. By completing Our registration process, You warrant that:

- 3.1.1 if You are an individual, You are legally capable of entering into binding contracts, over the age of 18 and resident in the United Kingdom; or
 - 3.1.2 if You are a business, You are registered or Your principal place of business is in the United Kingdom; and
 - 3.1.3 the details You supply Us with on registration (or provide by way of update from time to time to Us by updating Your account or otherwise) are true, complete and accurate in all respects.
- 3.2 As part of the registration process, You will:
- 3.2.1 if You are an individual, pay to Us the Deposit; or
 - 3.2.2 if You are a business, either:
 - 3.2.2.1 pay to Us the Deposit; or
 - 3.2.2.2 provide Us with a standard credit report, containing a reference to be issued by Your clearing bank and obtained by You at Your own expense (**Credit Report**) and two trade references which are reasonably acceptable to Us.
- 3.3 You will not be permitted to place a Bid until you hold an account with Us (which includes payment to Us of the Deposit or providing us with a Credit Report and trade references, as set out in clause 3.2).
- 3.4 Any details provided by You to Us (as part of the registration process or otherwise) will be processed and stored in accordance with our Privacy Policy.
- 3.5 You will be provided with a password on completion of the registration of Your account. You must treat Your password as confidential and not disclose it to any third party and responsibility for maintaining such confidentiality shall be entirely Your responsibility. We accept no liability for any loss caused by the unauthorised use of Your password. We reserve the right to disable Your password or suspend access to Your account if, in Our reasonable opinion, You commit a breach of these Conditions or the Policies.
4. **VEHICLES**
- 4.1 All Vehicles are sold with all faults and imperfections and errors of description. Illustrations or images included in the Listing are for identification only and You should satisfy Yourself prior to placing a Bid as to the condition of a Vehicle and should exercise and rely on Your own judgment as to whether the Vehicle accords with its description.
- 4.2 We do not inspect any Vehicle, nor do We check the roadworthiness or the accuracy of any description or images of any Vehicle. Accordingly, We, Our employees and agents accept no responsibility or liability for any errors of description or for the roadworthiness, genuineness or authenticity of a Vehicle. For the avoidance of doubt, no warranty is given by Us, Our employees or agents to You in respect of any Vehicle and any express or implied conditions or warranties are excluded to the fullest extent permitted by law.
- 4.3 You may inspect a Vehicle by arranging a prior appointment with Us. You will not be entitled to test drive any Vehicle. We may refuse any request to inspect a Vehicle for any reason provided that, if an appointment has already been arranged, such refusal is notified to You at least 24 hours in advance of the proposed date of inspection.

- 4.4 Before creating a Listing, We instruct a third party to provide Us with an HPI report for each Vehicle. Based on these third party reports, We will use Our reasonable endeavours to:
- 4.4.1 exclude or remove (as soon as We become aware of) any Vehicles from Listing which the report states have been stolen; and
 - 4.4.2 specify in the Listing if a Vehicle has been categorised by an insurer as a total "write off" or deemed fit for salvage.

As this information is provided by a third party, no warranty is given by Us in relation to the history of any Vehicle, or whether it has or has not been stolen or classified as a "written-off" or deemed fit for salvage by an insurer.

5. **AUCTION PROCESS**

- 5.1 Once you have completed Our registration process and hold an active account with Us, you may place a Bid or instruct Us to place a Bid.
- 5.2 We may refuse to place a Bid on Your behalf or register a Bid for any reason, whether as a result of a breach by You of our Acceptable Use Policy, Terms of Website Use Policy or otherwise.
- 5.3 You may not withdraw a Bid after you have placed it, unless, at Our absolute discretion, We consent in writing in advance to it being withdrawn.
- 5.4 Provided that the reserve price for the Vehicle has been met or exceeded, if, at the end of an Auction, Your Bid is the Successful Bid, We will issue You with an Acceptance by email to Your account immediately following the end of such Auction.
- 5.5 The Contract will be formed between You and the Seller (but not Us):
- 5.5.1 in the case of a Timed Auction, at the expiry of the time period; or
 - 5.5.2 in the case of a Buy-It-Now Auction, at the time of Your Bid,
at which point, you will be legally obliged to purchase the related Vehicle (details of which will be set out in the Acceptance).
- 5.6 The Contract will incorporate all relevant conditions (including the Price and these terms and conditions) and will include any specific conditions notified to You prior to the Contract being formed and which You have not specifically rejected. Such conditions may be set out in the vehicle listing or notified to You separately in writing.
- 5.7 If Your Bid is not a Successful Bid, Your Deposit will be returned to You, provided that no monies are due by You to Us, pursuant to these Conditions and Policies or otherwise.

6. **PRICE AND PAYMENT**

- 6.1 If You register with Us a Successful Bid, You will receive from Us immediately at the end of the relevant Auction an Acceptance which will include an invoice requiring payment of:
- 6.1.1 the Price;
 - 6.1.2 the Premium; and

- 6.1.3 any delivery costs (if applicable),
(together, the **Total Price**).
- 6.2 All monies payable under clause 6.1 shall be exclusive of any applicable value added tax, which shall be specified separately in the Acceptance and payable at the same time as the Total Price.
- 6.3 We will notify You of the Premium payable in respect of any Auction prior to You placing a Bid.
- 6.4 If You receive an Acceptance from Us, payment of the Total Price must be made to Our bank account (details of which are specified on the Acceptance) within 48 hours of receipt of the Acceptance either by bank transfer or electronic CHAPS payment. Other payment methods will be subject to the following surcharges (calculated as a percentage of the Total Price) which may be altered without notice:
- Visa/Mastercard – 4%
- Delta/Switch/Maestro – 3.5%
- Company Cheques (business account holders only) – 3% plus £30 express fee (per cheque).
- 6.5 If You fail to pay to Us the Total Price (or any other sum due under these Conditions) within the time specified in these Conditions, You shall be liable to pay:
- 6.5.1 interest to Us on such sums from the due date for payment at the annual rate of 4% above LIBOR, accruing on a daily basis until payment is made, whether before or after any judgment. We reserve the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and
- 6.5.2 to Us the sum of £25 for each day the payment of the Total Price is overdue (up to a maximum of 5 Business Days) by way of liquidated damages. You and We confirm that this sum represents a genuine pre-estimate of the storage and other administrative costs in Us retaining the Vehicle in the event that You fail to pay to Us the Total Price within the time specified in these Conditions.
- 6.6 If You do not pay the Total Price to Us within 5 Business Days of the end of the relevant Auction:
- 6.6.1 the Vehicle may be relisted on a new Listing and if price the Vehicle is sold for when relisted is less than the Total Price, You may be required to pay the shortfall to the Seller; and
- 6.6.2 notwithstanding that ownership of the Vehicle has not passed to You and in addition to any other rights and remedies We may have under these Conditions or otherwise, You will be liable to pay to Us:
- 6.6.2.1 the Premium; and
- 6.6.2.2 a sum representing Our losses as a consequence of Our having not deducted Our Seller's commission from the Total Price.

7. DELIVERY/COLLECTION

- 7.1 Unless You expressly specify at the time of placing a Bid that You require Us to deliver the Vehicle, We shall notify You by telephone once we have received cleared funds from You in satisfaction of the Total Price. You shall collect the Vehicle from the address specified in the Acceptance (or other address, as notified to You in writing) within 48 hours of receiving such notification from Us.
- 7.2 If for any reason, You do not collect the Vehicle from Us within the time period specified in clause 7.1, We shall store the Vehicle at Our premises, or at a different location at Our discretion. You shall reimburse Us for the costs of such storage actually incurred. The Vehicle shall be at Your risk from the time of the Acceptance and during the period of storage and You shall insure the Vehicle accordingly at Your own cost.
- 7.3 If, at the time You register a Bid with Us, You specify that You require for Us to deliver a Vehicle to You, the delivery costs will be charged to You in addition to the Price and the Premium.
- 7.4 If clause 7.3 applies:
- 7.4.1 We will deliver the Vehicle to You within a reasonable period of time from the date on which we receive cleared funds from You in satisfaction of the Total Price; and
- 7.4.2 We will deliver the Vehicle to the address specified by You at the time You registered the relevant Bid.
- 7.5 Any time specified for delivery by Us to You shall not be of the essence.

8. RISK AND TITLE

- 8.1 If you place a Successful Bid, the Vehicle will be at your risk from the time of the end of the related Auction. From this time You are responsible for insuring the Vehicle and complying with all other legal requirements as to the use and construction of the Vehicle and for obtaining all certificates, permits or other authorisations necessary before the Vehicle can be used on any road.
- 8.2 Although risk passes as set out in sub-clause 8.1, ownership of the Vehicle will only pass to you when we receive full payment in cleared funds of all sums due in respect of the Vehicle (including delivery charges, if applicable).

9. YOUR LIABILITY

- 9.1 In addition to agreeing to pay the Total Price on receipt of an Acceptance on the terms of these Conditions, You also undertake to indemnify Us and hold Us harmless against any losses, liabilities, claims, expenses, penalties, charges, costs and interests suffered by Us relating to any breach by You (or any third party accessing the Website via Your account) of a Contract or these Conditions or the Policies.

10. OUR LIABILITY

- 10.1 Our liability for losses you suffer as a result of us breaking this agreement including deliberate breaches is strictly limited to the Price in respect of the relevant Vehicle.
- 10.2 This does not include or limit in any way our liability:
- 10.2.1 for death or personal injury caused by our negligence;

- 10.2.2 under section 2(3) of the Consumer Protection Act 1987;
 - 10.2.3 for fraud or fraudulent misrepresentation; or
 - 10.2.4 for any matter for which it would be illegal for Us to exclude, or attempt to exclude, Our liability.
- 10.3 Without prejudice to any exclusions of liability set out elsewhere in these Conditions, We are not responsible for Your indirect losses which happen as a side effect of the related main loss or damage, including but not limited to:
- 10.3.1 loss of income or revenue;
 - 10.3.2 loss of business;
 - 10.3.3 loss of profits or contracts;
 - 10.3.4 loss of anticipated savings;
 - 10.3.5 loss of data; or
 - 10.3.6 waste of management or office time,

however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

11. **IMPORT DUTY**

- 11.1 If you purchase a Vehicle through the Website for delivery outside the UK, it may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that neither We, nor the Seller, have any control over these charges and cannot predict their amount. Please contact Your local customs office for further information before placing Your order.
- 11.2 Please also note that You must comply with all applicable laws and regulations of the country for which the Vehicle is destined. We will not be liable for any breach by You of any such laws.

12. **WRITTEN COMMUNICATIONS**

Applicable laws require that some of the information or communications We send to you should be in writing. When using the Website, You accept that communication with Us will be mainly electronic. We will contact you by e-mail or provide You with information by posting notices on the Website. For contractual purposes, You agree to this electronic means of communication and You acknowledge that all Acceptances, notices, information and other communications that We provide to You electronically comply with any legal requirement that such communications be in writing. This condition does not affect Your statutory rights.

13. **NOTICES**

All notices given by you to us must be given to G3 Remarketing Limited at info@g3r.co.uk. We may give notice to you at the e-mail address you provide to Us when registering Your account with Us, or in any of the ways specified in clause 12 above. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was

properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee (whether or not successfully delivered to You).

14. **TRANSFER OF RIGHTS AND OBLIGATIONS**

- 14.1 The contract created under these Conditions between You and Us is binding on You and Us and on our respective successors and assigns.
- 14.2 You may not transfer, assign, charge or otherwise dispose of any such contract, or any of your rights or obligations arising under it, without our prior written consent.
- 14.3 We may transfer, assign, charge, sub-contract or otherwise dispose of any such contract, or any of our rights or obligations arising under it, at any time.

15. **EVENTS OUTSIDE OUR CONTROL**

- 15.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Conditions that is caused by events outside Our control (**Force Majeure Event**).
- 15.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
 - 15.2.1 strikes, lock-outs or other industrial action;
 - 15.2.2 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
 - 15.2.3 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
 - 15.2.4 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
 - 15.2.5 impossibility of the use of public or private telecommunications networks; or
 - 15.2.6 the acts, decrees, legislation, regulations or restrictions of any government.
- 15.3 Our performance under these Conditions is deemed to be suspended for the period that the Force Majeure Event continues, and We will have an extension of time for performance for the duration of that period. We will use Our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which Our obligations under these Conditions may be performed despite the Force Majeure Event.

16. **WAIVER**

- 16.1 If We fail to insist upon strict performance of any of Your obligations under these Conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under these Conditions, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
- 16.2 A waiver by Us of any default shall not constitute a waiver of any subsequent default.

16.3 No waiver by Us of any of these Conditions shall be effective unless it is expressly stated to be a waiver and is communicated to You in writing in accordance with clause 13.

17. SEVERABILITY

If any of these Conditions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

18. ENTIRE AGREEMENT

18.1 These Conditions and any document expressly referred to in them represent the entire agreement between us in relation to any Auction or the use of the Website and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

18.2 We each acknowledge that, in registering with Us, placing a Bid or using the Website, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such registration, placing of a Bid or use of the Website except as expressly stated in these Conditions.

18.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to registering with Us, placing a Bid or using the Website (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these Conditions.

19. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

19.1 We have the right to revise and amend these Conditions from time to time.

19.2 You will be subject to the policies and Conditions in force at the time that You place a Bid, unless any change to these Conditions is required to be made by law or governmental authority after You have placed a Bid (in which case it will apply to Bids previously placed by You, but where the Auction in relation to that Bid has not yet ended).

20. LAW AND JURISDICTION

20.1 Any dispute or claim arising out of or in connection with these Conditions, the use of the Website or any Auction (including non-contractual disputes or claims) will be governed by English law.

20.2 Any dispute or claim arising out of or in connection with the matters set out in sub-clause 20.1 (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of England and Wales.