



Vehicle Purchase: Terms & Conditions

Keltruck Limited, registered in England and Wales with Company No: 02880543

1. Background and Interpretation

- 1.1 These terms & conditions ("**Terms**") are supplemental to our Website Terms of Use which can be found here: www.keltruck.com/legal
- 1.2 Please read these Terms carefully before signing any Contract. We recommend that You keep a copy of the Contract and these Terms for future reference.
- 1.3 By submitting a Scania Valuation Request Form or entering into a Contract, You confirm that You accept these Terms and that You agree to comply with them.
- 1.4 In these Terms the following terms have the following meanings:
"**Business Day**" means: 9am to 5.30 pm on any day (not being a Saturday, Sunday, bank or public holiday in England);
"**Contract**" means: our standard vehicle purchase contract (to which these Terms apply), pursuant to which we will buy and You will sell the Vehicle;
"**Scania Valuation Request Form**" means: the Scania valuation request form which may be used to request a valuation from us of Your Vehicle, which can be found here: <https://scania.co.uk/SellYourScania>;
"**Vehicle**" means: the vehicle detailed in the Scania Valuation Request Form completed by You, or identified in Your Contract;
"**We**" or "**Keltruck**" means: Keltruck Limited (company number: 02880543), and "**us**" and "**our**" shall be construed accordingly;
"**You**" means: the person completing the Scania Valuation Request Form and/or signing the Contract; and
"**Valuation**" means: the Indicative Valuation and/or the Final Valuation, as appropriate.

2. Vehicle Valuation and Inspection

- 2.1 If You would like us to provide a valuation of Your Vehicle, please complete and submit the Scania Valuation Request Form. Please ensure that all information submitted in the Scania Vehicle Request Form is true, complete and accurate, as any inaccuracies may affect the Valuation of Your Vehicle and reduce the price we are willing to pay for Your Vehicle. Your Vehicle must be registered in the United Kingdom.
- 2.2 We will endeavour to provide You, within 2 Business Days of submission of a completed Scania Valuation Request Form, an initial valuation by email ("**Indicative Valuation**"). The Indicative Valuation is valid for 10 Business Days, after which it will automatically expire.
- 2.3 If the Indicative Valuation is of interest and You would like to pursue the sale of the Vehicle to Keltruck please contact us by email at: usedtrucks@keltruck.com, to make an inspection appointment. Once we have completed an inspection of Your Vehicle ("**Inspection**") we will provide You with a Final Valuation.
- 2.4 You will be required to deliver the Vehicle to us, or our nominated agent, at the time and location confirmed by us so that we can carry out an Inspection. We shall endeavour to provide You with a Final Valuation within 2 Business Days of the Inspection.
- 2.5 During the Inspection we reserve the right to carry out any checks and tests (including road tests) that we consider necessary in order to ensure we have all the information necessary to carry out an accurate valuation.
- 2.6 The Final Valuation will confirm the price we are willing to pay for Your Vehicle, subject to:
(a) **clauses 3.2 & 4.5**;
(b) delivery of the Vehicle to us or our nominated agent at the location confirmed by us (with all Loose Items) within 30 days of the Final Valuation;
(c) the Vehicle being in the same condition on delivery to us (handover) as it was at the date of the Inspection (fair wear and tear excepted); and
(d) a Contract being signed by You and Keltruck.
- 2.7 The Final Valuation shall be valid for a period of 30 calendar days from the date of Inspection, after which it will automatically expire. A Final Valuation shall supersede any prior Valuation given by us in respect of Your Vehicle. All Valuations and (if applicable) any subsequent purchase of Your Vehicle will be subject to these Terms.
- 2.8 All Valuations are provided on a 'no obligation' basis. We, and You have the right to withdraw from the discussions at any time without any legal consequence or liability. A Valuation does not constitute an offer from us to purchase the Vehicle.
- 2.9 When the Vehicle is presented for Inspection, please ensure that the following are provided with the Vehicle (all working keys to Vehicle, any service history documentation, MOT Certificate (if applicable), the V5/logbook showing You as the registered keeper, vehicle and onboard device manuals, and any other documentation You have in relation to the Vehicle and requested by us ("**Loose Items**"). Any missing items may affect the Final Valuation.
- 2.10 The Final Valuation may differ from the Indicative Valuation. This is usually because there are additional factors that affect the value of the Vehicle that were not taken into account when providing the Indicative Valuation (for example damage, modifications, or specialist paint job).
- 2.11 All Valuations shall be given in pound sterling only and are exclusive of VAT (if applicable).

3. Basis Of Contract & Delivery of Vehicle

- 3.1 If You wish to sell the Vehicle to us at a price equal to the Final Valuation ("**Purchase Price**") please ask us to send You a Contract. You should sign and return a signed Contract to us along with a valid VAT invoice (including Your Final Valuation reference) for the Purchase Price by email at: usedtrucks@keltruck.com within 30 days of the Final Valuation.
- 3.2 By signing a Contract for the sale of Your Vehicle You are confirming to us that:
(a) You are the legal owner and/or registered keeper of the Vehicle which is registered in the UK, and You have the right to sell the Vehicle to us without the consent of any third party;
(b) other than in respect of any finance outstanding on the Vehicle which You have disclosed to us, no person has any claim to, or in respect of, the Vehicle;
(c) the Vehicle is not subject to a buy back agreement or arrangement, under which a third party (including Scania) has committed to purchase the Vehicle after a period of time;
(d) the mileage reading on the Vehicle is true and accurate and neither the odometer or tachograph has been tampered with;
(e) all information supplied by You (or on your behalf) in respect of the Vehicle (whether online or otherwise) is true and accurate in all respects;
(f) the Vehicle, along with all Loose Items, will (if not already in the possession of Keltruck) be delivered to our nominated address on the

date confirmed by us in substantially the same condition as it was at the time of the Inspection (fair wear and tear excepted);

- (g) at the date of handover of the Vehicle to us the mileage recorded on the Vehicle will not exceed that recorded at the date of the Inspection by more than 10,000km; and
- (h) the Vehicle has not been classified as an insurance write off (Categories A, B, S or N).
- 3.3 If any of the statements contained in **clause 3.2** are untrue, we reserve the right (at our sole discretion) to:
(a) rescind any Contract with immediate effect; and/or
(b) (where appropriate) recover damages from You, including (without limitation) for the reduction in the Vehicle's value due to any excess mileage and/or deterioration in condition.
- Any invoice raised by Keltruck under this **clause 3.3** shall be payable immediately on receipt.
- 3.4 You shall deliver the Vehicle to us, or our nominated agent, for handover at the location, date and time notified by us. You shall ensure that the Vehicle is delivered to us in substantially the same condition as it was at the time of Inspection (fair wear and tear excepted), along with all Loose Items in accordance with these Terms. If you are unable to provide the Vehicle's up to date V5 logbook at handover (or any other Loose Items) they must be provided to us within 15 days of Vehicle handover.
- 3.5 You shall ensure the removal of all personal belongings and the deletion of any personal data from the Vehicle and any onboard device prior to the delivery of the Vehicle to us (this includes, for example: contacts (names and numbers), previous or favourite destinations in Your trip history and default "home" address).
- 3.6 We will not be responsible for any personal items lost once the Vehicle is in our possession. Any personal items not claimed within 7 days of delivery of the Vehicle to us will be destroyed.

4. Terms Of Payment & Finance

- 4.1 You must inform us if Your Vehicle is the subject of any outstanding finance, together with details of the finance provider and/or lender (as appropriate) ("**Outstanding Finance**") prior to requesting Your Contract. If Your Vehicle is subject to any Outstanding Finance You must arrange for the finance provider to confirm in writing to us the amount required to settle the finance agreement or loan in full prior to submission of your invoice.
- 4.2 Following completion of the Contract, submission to us of a valid VAT invoice (to include Your Final Valuation reference) and handover of the Vehicle to us, along with all Loose Items in accordance with these Terms, we will make payment to You of the Purchase Price (after deducting any Outstanding Finance).
- 4.3 Payment will usually be by BACs or bank transfer and will usually be with You within 3 Business Days of us receiving the Vehicle, but we reserve the right to make payments by other methods. We may require identity checks to be completed prior to the transfer of any funds.
- 4.4 We have complete discretion as to whether we agree to settle any Outstanding Finance (on Your behalf) and are not under any duty to do so.
- 4.5 We shall only agree to settle any Outstanding Finance where the Outstanding Finance is the same as or less than the Vehicle's Purchase Price. If the Outstanding Finance is more than the Vehicle's Purchase Price we will not purchase the Vehicle.
- 4.6 If we agree to settle any Outstanding Finance (in full or part) we will do so on Your behalf. You will remain fully liable to the lender and/or finance provider (as appropriate) until the Outstanding Finance has been paid in full and the credit agreement has been legally brought to an end. We accept no liability whatsoever in relation to any matters relating to Outstanding Finance on any Vehicle.

5. Ownership And Risk

- 5.1 Risk in the Vehicle will transfer from You to us upon handover of the Vehicle to us in accordance with **clause 3.4**. Title to the Vehicle transfers to us upon payment of the Purchase Price.
- 5.2 Until risk and ownership in the Vehicle has been transferred to us in accordance with **clause 5.1**, You remain fully responsible for insuring the Vehicle to its full replacement value.

6. Exclusion Of Liability

- 6.1 Nothing in these Terms excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.
- 6.2 To the extent we are able to restrict our responsibility by law, we will not be responsible to You for any:
(a) indirect or consequential losses;
(b) loss of income or revenue, loss of business; and
(c) loss of profit, or loss of anticipated savings (whether direct or indirect), including those incurred in relation to any vehicle down time associated with these Terms.
- 6.3 Subject to the above, our maximum aggregate liability to you under or in connection with any Contract with You shall not exceed the Purchase Price of the Vehicle.

7. General

- 7.1 Any provision of these Terms which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions.
- 7.2 Failure or delay by either party in enforcing or partially enforcing any provision of these Terms shall not be construed as a waiver of any of its rights.
- 7.3 Any waiver of any breach of, or any default under, any provision of these Terms shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other provision of these Terms.
- 7.4 You may not assign, subcontract, delegate or sub-license any of Your rights or obligations under the Contract without our prior consent in writing.
- 7.5 The validity, construction and performance of these Terms and the Contract shall be governed by English Law and You agree to submit to the exclusive jurisdiction of the English Courts.

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