

## TERMS OF BUSINESS

### 1. GENERAL CONDITIONS

1.1 References to the 'we', 'us', "Company" or " Parts Planet " relate to Parts Planet Ltd.

1.2 References to the "Seller" or 'Customer' relate to you, the owner of the vehicle which is the subject matter of a valuation, purchase, recycling or disposal request.

### 2. PRE-QUOTE INFORMATION

2.1. This document sets out the terms and conditions between you and us. It is our intention that the Service is provided and accepted on these terms.

2.2 In order to initiate the purchase process, the Seller may visit the Parts Planet website, and fully complete the online valuation process. You will need to provide us with accurate information about the type and condition of the vehicle that you want to sell or recycle. Once you have completed the valuation process you will subsequently receive an e-mail that will contain the quote.

2.3 This valuation is provided on a "subject to contract" basis and is not legally binding. Parts Planet reserves the right to withdraw the valuation at any time without legal consequence and with no liability to the prospective Seller.

### 3. PRICE QUOTE PROCESS

3.1 The price quoted in the valuation will be in pounds sterling.

3.2 All prices quoted in the valuation are given in good faith and are derived from a combination of factors including the information supplied by the Seller and third party data. The disclosure of inaccurate, false or misleading information by the Seller will result in an inaccurate valuation.

3.3. In determining the price, the value of any re-usable parts and recyclable materials may be taken into account no cost will be charged of providing a disposal and collection service.

### 4. PAYMENT PROCESS

4.1 All payments will be made by Parts Planet.

4.2 Payments will be made by cheque, bank transfer or cash on request of the Seller.

4.3 For bank transfer payments, cleared funds may take up to 3 working days.

### 5. SELLER'S DECLARATIONS

5.1 The Seller specifically declares that all the information supplied during the on-line valuation process is true and accurate.

5.2 The Seller declares that the vehicle is not subject to any undisclosed finance.

5.3 The Seller declares to the best of his knowledge and belief that the vehicle has not been an insurance write-off or involved in any other major accident that required substantial remedial repairs (unless disclosed by the Seller).

5.4 The Seller declares that he/she is the legal owner of the vehicle, has the right to transfer the full unencumbered legal title and full ownership of the vehicle to the Company.

5.5 The Seller declares than no other person has any claim to the vehicle whether legal, equitable or otherwise.

### 6. SELLER'S RESPONSIBILITIES

6.1 the seller will surrender ownership of his/her vehicle to Parts Planet who will follow our procedures of safe vehicle transport, disposal or resale

6.2 Parts Planet is responsible for any payment.

6.3 If the vehicle is scrapped, Parts Planet will complete a Certificate of Destruction (CoD) and submit this to the Drivers Vehicle Licensing Authority (DVLA) for notification. A copy would be sent to the seller.

6.4 The Seller delivers the vehicle, he/she shall provide the Parts Planet with all the necessary documentation relating to the vehicle such as V5 (log book), spare keys, manuals, service record and invoices.

### 7. VEHICLES SUBJECT TO FINANCE AGREEMENTS

7.1 It is the responsibility of the Seller to disclose to Parts Planet any existing finance related to the vehicle.

7.2 The Seller remains legally responsible to the finance company in respect to the related finance at all times until the credit agreement has been legally completed. Parts Planet does not accept any responsibility with respect to the related finance at any time or for any reason.

### 8. PROPERTY RISK AND OWNERSHIP

8.1 Risk and property in the vehicle will pass from the Seller to the Company at the time that the written contract is signed by the Seller.

8.2 Failure by the Seller to sign the contract will have the effect of delaying the passing of risk and property.

8.3 In the event that the vehicle has associated finance agreement, parts planet will in these event we will therefore pass on the "issue" of payment by Parts Planet to the Seller and not on receipt of the same. If a cheque is to be made payable to a third party (such as a finance company) in lieu of payment to the Seller, then risk and property will pass upon the issue of the cheque (or other appropriate means of payment) to the third party

### 9. INSPECTION AND VALUATION

9.1 The vehicle will be inspected by a Parts Planet prior to completion of the written contract. A revised evaluation may be obtained where (a) the vehicle does not fully comply with the information provided during the valuation process, (b) where the condition is such that it has a major impact of the value of the vehicle and/ or (c) other relevant aspect not disclosed affect the initial valuation.

### 10. CONSEQUENTIAL LOSSES

10.1 The Company, its directors, employees shall not be liable for direct or indirect to any consequential losses of any kind including loss of profits and other forms of expenses and compensation.

### 11. EXCLUSION OF LIABILITY

11.1 The Company does not limit its liability for death or personal injury caused by our negligence but liability for property damage is expressly excluded.

### 12. VARIATION

12.1 The terms of this cannot be varied by oral representation or otherwise and must be in writing and signed by both parties.

### 13. GOVERNING LAW AND JURISDICTION

13.1 The governing law is English Law and the parties agree to submit to the full jurisdiction of the English courts.