



# Export Parts Agency Ltd. (EPA Classics) - Sellers Terms and Conditions

## 1. Definitions

In these Terms and Conditions the following definitions shall apply:

“EPA” means Export Parts Agency Ltd. Company No 7953823 with a registered office at Unit 1, The Corn Store, Highfield Farm, Highfield Lane, Crazyes Hill, Berkshire, RG10 8PU.

“Buyer” the maker of the highest Offer accepted by EPA

“Consignment Form” the form to be signed by You and attached to these Terms and Conditions;

“Sale Price” the minimum price at which the Item may be sold as stipulated by You on the Private Treaty Form before the Sale;

“Price” the Price at which the Item is to be made available for sale through EPA;

“Brokers Fees” a commission plus VAT payable by You which is agreed prior to the sale of the item;

“Statement of Sale” a written statement provided to You by EPA containing details of (a) the Sale Price; (b) the brokers fees; and (c) the balance of sale proceeds owed to You;

“Invoice” a bill to be paid by You with regards to agreed Brokerage fees and any other billable items incurred regarding the sale of the item.

## 2. These Terms and Conditions

In consideration of EPA agreeing to facilitate the sale of the Item You agree to accept these Terms and Conditions.

## 3. Contract of Sale

You invite the Buyer to offer to purchase the Item by making Offers for the Item. You hereby authorize EPA to accept offers to purchase the Item in the manner described below, such contract, if concluded, being made between You and the Buyer. EPA acts in the capacity as a facilitator and not as an additional principal and EPA shall have no liability to You or the Buyer in respect of the Item, its sale or the contract for the sale of the Item. A binding contract between You and the Buyer under which the Buyer’s offer to purchase the Item for a consideration equal to the Buyer’s asking price or highest offer and You accept the Buyer’s offer to purchase the Item.

## 4. Conduct of the Sale

EPA reserves the right, without giving any reasons, to withdraw any Item from Sale. EPA’s decision as to whether or not a offer has been validly made shall be determinative.

## 5. Acceptance of the Item into the Sale

EPA shall not be deemed to have accepted the Item into the Sale unless and until You have delivered to EPA and EPA has accepted:

- the Item;
- the registration document of the Item or any official substitute for that document;
- any subsisting test or plating or other certificate relating to the Item;
- all keys of the Item; and
- an Private Treaty Form fully completed and signed by You.

## 6. Seller’s Undertakings

You undertake to EPA and the Buyer that:

- You are the legal and beneficial owner of the Item or are duly authorised as an agent (whether such agency is disclosed or not) for a principal who is the owner to sell the Item (and where You act as an agent for the owner of the Item both You as agent and the principal shall be jointly and severally liable as such to sell the Item);
- save as may be disclosed in the Private Treaty Form, You have the absolute right to sell the Item with full title guarantee free from all liens, charges, encumbrances and third party claims or, where you are the executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest you may have in the Item;
- the Item bears its proper registration mark and chassis number;
- each and every Private Treaty made by You in the Private Treaty Form is entirely accurate and the Item is sold as corresponding with any description in the Private Treaty Form or any statement or representation made in writing by You. You accept that EPA shall incur no liability to any person or persons in respect of any mis-description;
- EPA is entitled to publish in the Marketing (by fixing the Private Treaty Form or any part thereof or any other document to the Item or otherwise) and to announce in the Marketing any information contained in the Private Treaty Form or supplied by You, any fair summary of any such information and any fair description of the appearance of the Item but EPA shall not be obliged to make any such publication or announcement;
- the Item has not been treated by an insurance company as a total loss save when EPA makes an announcement to the effect that it was or was treated as a total loss; and
- You are offering to sell the Item for Yourself and not as an agent for a principal. You accept that when an offer has been excepted You cannot avoid being personally liable to complete the sale of the Item by claiming that You are acting as the agent of a third party principal.

## 7. Exclusions and Limitations of Liability

EPA does not make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, and shall not be deemed to have any duty of care, in relation to any description of the Item or any fact or statistic applied or made in relation to it. In particular, EPA shall not have any liability (whether implied by the Sale of Goods Act 1979 or otherwise) in respect of the Item’s quality, manufacturer, value, model description, date of creation, provenance, prior owners, component parts, manufacture, service history, road/air/seaworthiness, safety, heritage, any remedial work carried out on it, its compliance with any relevant laws or regulations, its fitness for any purpose or its conformity with any description. Without limiting the provisions of this Clause 9, to the fullest extent permitted by law EPA nor any associated company shall be liable to You or the Buyer for any indirect special or consequential loss or damage (including but not limited to loss of profit or loss of saving), costs, expenses or other claims for compensation whatsoever which arise out of or in connection with these Terms and Conditions, the sale or supply of any Items or their use or resale by You or the Buyer. Without limiting the provisions of this Clause 9 Your liability to the Buyer for any claim arising in relation to the Sale will be limited to the payment of a sum which will not exceed by way of maximum the amount of the Sale Price of the Item. Notwithstanding the above, nothing in these Terms and Conditions excludes or limits either Your or EPA’s liability in respect of your fraudulent misrepresentation or any death or personal injury arising out of your negligence or any other liability to the extent the same may not be excluded or restricted as a matter of law.

## 8. Risk, Property And Title

The Item is at Your risk at all times before the Sale, from the delivery of the Item to EPA whether at EPA premises or elsewhere until the Item is sold to the Buyer subject to Clause 6 above at which point risk in the Item passes to the Buyer. For the avoidance of doubt, risk in the Item will remain with You at all times until payment is made in full for the item and title has passed to the new owner. You accept that the Item shall never be at EPA’s risk at any time before, during or after the Sale unless in the possession of EPA You hereby agree to indemnify EPA and keep EPA fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damaged caused to or by the Item before the moment payment is made in full at which point risk passes to the Buyer

## 9. Seller’s Commission

EPA shall maintain a list of charges which it shall be at liberty to vary from time to time. It is a condition of these Terms and Conditions that You pay to EPA the Brokers Fees which is a sum equal to the percentage of the Total Price shown (plus VAT) and which represents part of the consideration due to EPA for EPA’s facilitation of the sale of the Item. In the event that the sale of the Item to the Buyer is not completed because of any breach by You of these Terms and Conditions You undertake to compensate EPA in full in respect of the Seller’s Commission that would have been payable that would have been due to EPA from You if the sale of the Item had been completed.

## 10. Rights reserved to EPA

If EPA has reasonable grounds to believe:

- You were not entitled to sell the Item;
- You should have notified EPA that you were not the owner of the Item but failed to do so; or
- any facts which You notified to EPA concerning ownership of the Item were inaccurate;

then EPA shall be entitled to withhold any sum which would otherwise be payable by EPA to You until You establish to the satisfaction of EPA that You were not in breach of any express or implied term of the contract of sale. If You fail to establish this within a reasonable time EPA shall be entitled but not obliged to:

- retain the Item pending the resolution of such claim;
- refund any money paid to EPA by the Buyer;
- retain any such sums until all questions of title have been resolved;
- pay any such sum to anyone who to the reasonable satisfaction of EPA establishes title to the Item; or
- interplead and to pay any such sums to a Court.

## 11. Insurance

It is Your responsibility to ensure that the Item is effectively and fully insured until title in the Item passes to the Buyer in accordance with Clause 10. Withdrawal

## 12. Data Protection

All information provided by You to EPA will be treated confidentially and will not be passed on to third parties, except to the extent this is necessary in order to complete a sale transaction provided that EPA reserves the right to pass on information where this is required by legislation, government authorities or the courts.

## 13. General

You may not assign either the benefit or burden of these Terms and Conditions or the contract for sale of the Item. EPA’s failure or delay in enforcing or exercising any power or right under these Terms and Conditions will not operate or be deemed to operate as a waiver of EPA’s rights except to the extent of any express waiver given to You in writing. Any such waiver will not affect EPA’s ability subsequently to enforce any right arising under these Terms and Conditions. Neither You nor EPA shall be liable for delay in performing or for failure to perform their obligations under these Terms and Conditions if they are prevented from, or delayed in, carrying on their business by acts, events, omissions or accidents beyond their reasonable control. If any term or any part of any term of these Terms and Conditions is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term. No person who is not a party to these Terms and Conditions shall have any right to enforce any term under the Contracts (Rights of Third Parties) Act 1999 but, for the avoidance of doubt, EPA shall be entitled to enforce any term of these Terms and Conditions that confer a benefit on it. These Terms and Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). At the election of EPA You and the Buyer accept that any dispute arising out of or in connection with these Terms and Conditions (including any dispute arising out of the contract for sale of the Item) may (if EPA so decides) be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more UK based arbitrators appointed to preside over an arbitration that takes place in London in accordance with the said Rules.