

Lawman Commercial Services Limited - General Terms and Conditions

These General Terms and Conditions of Sale (“Terms and Condition”) govern the sale of Vehicle, Goods and Services by Lawman Commercial Services Limited (“Seller”) to the individual or entity purchasing such products or services (“Buyer”). These terms and Conditions are incorporated into and form part of all quotations, order confirmations, invoices, and contracts for sale issued by the Seller.

1. Definitions

In these Terms and Conditions, the following terms shall have the meanings assigned to them:

- **Seller** means Lawman Commercial Services Limited.
- **Buyer** means the individual or entity purchasing the Vehicle/Goods/Services.
- **Vehicle/Goods/Services** means the items or services described within the applicable Sales Order/Invoice.
- **Purchase Price:** The total amount payable by the Buyer for the Vehicle/Goods/Services.

2. Sale of Vehicle/Goods/Services

The Seller agrees to sell, and the Buyer agrees to purchase, the Vehicle/Goods/Services described in the Sales Order/Invoice, subject to these Terms and Conditions.

3. Purchase Price and Payment

- The Buyer shall pay the Purchase Price specified in the Sales Order/Invoice.
- If no acceptance terms are agreed in writing, full payment is required in advance before despatch or collection of any Vehicle/Goods/Services.
- A handling fee of 10% shall apply to Returned Parts that were correctly supplied.
- Specific acceptance terms may be confirmed separately by mutual agreement in writing.

4. Delivery

- **Delivery Date:** Delivery will occur on a mutually agreed date following receipt of full payment.
- **Delivery Location:** Delivery shall be made to the address specified by the Buyer.
- **Risk of Loss:** Risk of loss or damage passes to the Buyer upon delivery.
- **Failure to take delivery/collect:** If the Vehicle remains uncollected for 42 days after notification of completion, a storage fee of £5 per day will apply. Storage fees must be paid in full prior to release. If the vehicle is not collected within 180 days after payment of the storage fees, the Seller may exercise a **possessory lien** and sell the vehicle to recover outstanding amounts.

5. Inspection and Acceptance

- The Buyer must inspect the Vehicle/Goods/Services upon delivery or installation and, where applicable, in the presence of the carrier.
- The Buyer has **5 calendar days** from delivery to notify the Seller in writing of any defects or non-conformities.
- If no notice is received within the 5-day period, the Vehicle/Goods/Services will be deemed accepted by the Buyer, and no refund of payment will be permitted.

6. Warranty

- **Manufacturer's Warranty:** Where applicable, the Vehicle/Goods/Services are covered by manufacturer's warranty. The Seller acts solely as an agent for warranty claims unless otherwise agreed in writing.
- **Limited Seller Warranty:** The Seller warrants that the Vehicle/Goods/Services are free from defects in material and workmanship for a period of **three (3) months** from the date of delivery, unless otherwise agreed in writing.
- **Exclusions:** This warranty does not cover damage caused by misuse, accidents, or unauthorized modifications by the Buyer, or their agents. No claims for consequential labour or installation charges will be entertained.
- **Remedy:** The Seller's sole obligation under this warranty is, at its discretion, to repair or replace the defective item.

7. Limitation of Liability

The Seller shall not be liable for any indirect, incidental, or consequential damages arising from or related to the sale or use of the Vehicle/Goods/Services.

8. Governing Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of England & Wales. Any disputes shall be subject to the exclusive jurisdiction of the courts of England & Wales.

9. Dispute Resolution

The parties agree to attempt in good faith to resolve any dispute or claim arising out of or in connection with these Terms and Conditions through negotiation.

If the dispute cannot be resolved within 30 days of written notice from one party to the other, the parties shall consider resolving the matter by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure before resorting to court proceedings.

This clause does not prevent either party from seeking injunctive relief or other urgent legal remedies.

10. Force Majeure

The Seller shall not be liable for any delay or failure in performing its obligations under this agreement if such delay or failure results from events, circumstances, or causes beyond its reasonable control. These may include (but are not limited to) acts of God, natural disasters, pandemics, wars, terrorism, civil unrest, government restrictions, strikes, or failures of suppliers or subcontractors.

In such cases, the time for performance shall be extended for a period equal to the delay caused by such events.

11. Data Protection and GDPR

The Seller will process any personal data provided by the Buyer in accordance with the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, and any other applicable data protection legislation.

The Buyer's personal data will be used only for the purposes of fulfilling the contract, managing the customer relationship, and complying with legal obligations.

The Seller shall take appropriate technical and organisational measures to safeguard such data and shall not disclose it to third parties without lawful basis or the Buyer's prior consent, unless required by law.

12. Miscellaneous

- **Entire Agreement:** This agreement constitutes the entire understanding between the Seller and Buyer, superseding any prior communications or agreements.
- **Amendments:** Any amendment must be made in writing and signed by both parties.
- **Severability:** If any provision is determined to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

22nd May 2025