

Trade Application Form of Llexeter Ltd and Conditions of Sale and Warranty

Section 1: Applicants' Details

(Please note that it's important that all fields are completed. Any forms that are not completed in full will be rejected.)

Customer ID (existing customer only): _____

Business Name: _____ Trading Since: ____ / ____ (MM/YY)

Business Type (please tick): Sole Trader Partnership Limited Company

If the applicant is a Limited Company, please complete the Company Registration No.: _____

If the applicant is VAT registered, please complete the VAT No.: _____

Full names and addresses of **ALL** directors, proprietors or partners:

Trading Address: _____

Post Code: _____ Country (if not UK): _____

Tel: _____ Fax: _____

Email: _____

Website: _____

Main Contact: _____ Position: _____ Mobile: _____

Number of employees (including all directors, proprietors and partners): _____

Do you have internal technical support? Yes. No. (Please tick.)

If **YES**, number of technicians/mechanics? _____

Full name of the person in charge of technical support: _____ Position: _____

Are you able to provide courtesy vehicles to your customers if necessary? Yes. No. (Please tick.)

If you answered 'Yes' to the above question, please confirm which of the following costs of the courtesy vehicles will be covered by you and NOT by the customers. Please tick all that apply:

- Rent cost Insurance (Third Party, Fire and Theft only) Manufacture faults
Fuel cost Delivery of the courtesy vehicle Return of the courtesy vehicle
Non-manufacture faults Damages

Applicant Please
Initial here: _____

External technical support excluding Llexeter: _____

Forms of advertising: _____

Full name of the person in charge of sales and advertising: _____ Position: _____

Average number of **NEW** vehicles (2-wheeled motorbikes) sold per month within the past 12 months:

- ✓ New Vehicles made in China excluding those from Llexeter: _____ units per month
- ✓ New Vehicles made in Taiwan: _____ units per month
- ✓ New Vehicles NOT made in China or Taiwan: _____ units per month

Average number of **USED** vehicles (2-wheeled motorbikes) sold per month within the past 12 months:

- ✓ Used Vehicles made in China: _____ units per month
- ✓ Used Vehicles made in Taiwan: _____ units per month
- ✓ Used Vehicles NOT made in China or Taiwan: _____ units per month

Makes of vehicles currently trading: _____

Current Vehicle Suppliers: _____

Current Spare Parts Suppliers: _____

Current Performance Parts Suppliers: _____

The following 4 questions only refer to sales of new 2-wheeled motorbikes.

1. Average number of vehicles you were displaying in the past 12 months: _____ units
2. Size of storage facilities: _____ sq. ft. Size of showroom: _____ sq. ft.
3. Size of work shop: _____ sq. ft.
4. Turnover of the last 12 months: £ _____

Where did you hear about Llexeter Ltd.? _____

What attracted you to Llexeter Ltd compared to other suppliers of Chinese motorbikes?

If you intend continuing to use other suppliers of Chinese motorbikes please state the reasons for this:

What attracted you to Llexeter Ltd rather than importing directly from the manufacturers?

Please tick to confirm which of the following services you would be willing to provide:

- Bike Sales Scooter Sales Quad Sales
Spare Parts Sales Performance Parts Sales Motorcycle Renting

Applicant Please
Initial here: _____

Your current servicing/repairs fee structure is (please detail as much as possible):

Section 2: Conditions of Warranty

By promoting or selling vehicles purchased from Llexeter Ltd (hereinafter referred to as ‘the Seller’), the applicant (hereinafter referred to as ‘the Buyer’) agrees to provide servicing and repair as well. For this purpose the Seller agrees to provide a warranty to the Buyer, which is conditional on the Buyer’s compliance with *Llexeter Ltd Parts & Labour Warranty – Road Legal Vehicles Terms and Conditions for Traders and Dealers* (hereinafter referred to as ‘**the Road Legal warranty terms**’) and the following conditions:

Conditions:

1. Only vehicles that are sold to and used by consumers are covered under warranty. All other uses are excluded from all and any warranties. These exclusions include but are not limited to: Vehicles sold to other businesses, vehicles used by the Buyer themselves including their staff, vehicles used for training, renting or leasing;
2. All paperwork specified by **the Road Legal warranty terms** must be completed upon request and in accordance with **the Road Legal warranty terms**;
3. The Buyer agrees not to promote, advertise or sell anywhere outside of the Buyer’s Trading Address any spare parts that can be used on any vehicles sold by the Seller; This includes but is not limited to the Buyer’s websites, online advertising/sales, internet search engines (such as sponsored links), mail orders, telephone orders, internet merchandising/auction sites, and all other media;
4. All conditions in Section 3 Conditions of Sale

If any of the above conditions are not met, any and all warranties and conditions are voided on the related vehicles, and any terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are excluded on the related vehicles, to the fullest extent permitted by law.

By accepting to offer servicing/repairs service, the Buyer agrees to undertake these services for any vehicles supplied by the Seller. This would include products sold by the Buyer, by another dealer or trader of the Seller or by the Seller itself. The Buyer also agrees to inform the Seller of its servicing/repairs fee structure and keep the Seller informed of any changes. If the Buyer advertises through the Seller’s website, it agrees to publish the fee structure as the Seller instructs.

Section 3: Conditions of Sale

All sales between the Seller and the Buyer are based on the provision that the following conditions of sale are met. Failure by the Buyer to comply with these conditions will result in a breach of contract, in which event the Seller reserves the right to demand at any time that the Buyer returns to the Seller any unsold vehicle (or any vehicle not sold according to the following conditions), with the Buyer liable for all costs relating to the return of the vehicles. The Seller also has the right to arrange enforced repossession of such vehicles, for which the Buyer agrees to be responsible for all related costs, in the event that the Buyer does not return the vehicles upon request. In addition, if any of the following conditions are not met, any and all warranties and conditions are voided on all vehicles supplied to the Buyer by the Seller, and any terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are excluded on all vehicles supplied to the Buyer by the Seller, to the fullest extent permitted by law.

Conditions:

Applicant Please
Initial here: _____

1. The Buyer agrees that all vehicles purchased from the Seller will be sold to the consumer fully assembled, registered, taxed, inspected and confirmed as road-worthy by a qualified technician according to the Pre-Delivery Inspection (hereinafter referred to as 'PDI') checklist as set out by the Seller. The buyer may not imply, advertise or in any other way inform any third party that a vehicle could or would be sold in any other form than that is specified by this Document.

2. The Buyer agrees that vehicles supplied by the Seller will only be sold within the Buyer's Trading Address and on the Buyer's website as defined in section 1, and only delivered to consumers residing within a radius of **60** miles* of the Buyer's Trading Address, unless otherwise agreed in writing and signed by a director of the Seller. Should the Buyer move or take on a new Trading Address, or intend to promote, advertise or sell any product supplied by the Seller in and to any geographic location outside of the aforementioned radius or on any internet sites not defined in section 1, the Buyer agrees to renegotiate the terms in this clause in advance and obtain written confirmation by a director of the Seller; This includes but is not limited to online advertising/sales, internet search engines (such as sponsored links), mail orders, telephone orders, internet merchandising/auction sites and all other media.

* Notes to the applicant: This is an initial set radius that is to be agreed between the Seller and the Buyer prior to the completion of this Document, which is directly related to the Buyer's facilities and ability to provide a good and fair customer service to consumers residing at the limits of the area, including servicing and repair as agreed in Section 2. The Seller may take into account factors such as the Buyer's geographic location and the presence of other traders or dealers that are supplied by the Seller; however a general approximation is a catchment population of 800,000 or a radius of 60 miles, whichever is less, for Buyers with standard customer service, showroom and garage facilities. This radius may be renegotiated upon any improvements that the Buyer makes, which is felt by the Seller that could provide an improved customer service to a wider area.

3. Retail prices: All retail prices must include PDI, assembly and VAT. The Buyer agrees that no retail price be set to sell at a loss (i.e. "Dumping"), including the full costs & labour of selling the vehicle. The Buyer agrees to provide to the Seller a breakdown of all related costs and labour upon reasonable request, should the Seller have reasons to suspect that the Buyer is selling at a loss;

4. The Buyer must comply with the code of practice issued by the Motorcycle Industry Association (MCI);

5. The Buyer must NOT promote, advertise or sell any vehicles supplied by the Seller under any entity, alias or other representation other than the one as specified by the Business Name section of this document;

6. The Buyer must include its Business Name exactly as stated in this document in all advertising containing vehicles provided by the Seller. In addition, unless space of the advert is so restricted that it is impossible to include all the following information, the Buyer must include in all its adverts:

- a. Trading address as stated in this document; and,
- b. Company Registration Number and Registered Office Address if The Buyer is a limited company; and,
- c. Business Opening Hours; and,
- d. That the Buyer is an approved seller of the Seller's products or certain ranges of the Seller's products, if so requested by the Seller in writing;

In the event when space of the advert is so restricted that it is impossible to include all the above information, the Buyer must include as much information as possible, in the same priority as set above. All information must be professionally and unambiguously presented;

7. The Buyer must make efforts to make sure that all adverts are carefully designed to a professional standard. The Seller's decision is final as to whether an advert is considered to be carefully and professionally designed;

8. The Seller has the right to request that the Buyer does NOT promote or advertise any models supplied by the Seller, of which the Buyer currently holds no stock;

9. The Buyer must NOT promote or advertise any models of the Seller that the Buyer has not yet purchased from the seller unless otherwise agreed in writing and signed by a director of the Seller;

10. If the Buyer uses any online auction site to promote or advertise vehicles supplied by the Seller, the buyer must inform the seller within 14 days of the 1st date of doing so and provide the Seller sufficient information to enable the Seller to view the full contents of all the adverts the Buyer placed on these sites; The shop/account

Applicant Please
Initial here: _____

names used by the Buyer on these sites must be proper for commercial use, and clearly related to the Buyer's business name or the motorcycle industry. If the online auction site has a feedback system in place, the Buyer's feedback level for the past 12 months must not fall below 99.5% at any time. Under no circumstances should any item unrelated to the motorcycle industry be promoted, advertised or sold in the same shop/account on these sites. The Seller's decision is final as to whether a shop/account name is acceptable according to the criteria stated above or whether any item in the same shop/account is related to the motorcycle industry;

11. The Buyer authorises the Seller to contact the advertising media directly to request the adverts to be removed in the event where the Seller has reasons to believe that the Buyer has breached any of the above conditions or the conditions stated in Section 4.

Section 4: Intellectual Properties

The term 'Intellectual Properties' (hereinafter referred to as **IP**) is defined in this Document as any and all copyrights, designs, patents, and trade marks owned by Llexeter Ltd or exclusively licensed to Llexeter Ltd. to use in the UK.

The Buyer agrees not to use any **IP** when promoting, advertising or selling any products that is not supplied by the Seller. Should the Buyer fail to meet any conditions in Section 3, the Seller reserves the right to rescind the Buyer's right, if any, to use or refer to any **IP** (whether implied or specifically granted to the Buyer by the Seller) in any way, by giving notice to the Buyer with immediate effect. In such event, the Buyer agrees that any use or reference to any IP after the Seller's notice constitutes a breach of the Seller's Intellectual property rights.

Section 5: Superseding of other terms

If any terms in this Document are in conflict with any terms specified in the Seller's *Standard Terms and Conditions of Llexeter Ltd. for the Supply of Goods for Business Use* (hereinafter referred to as '**the Standard Terms**') or the **Road Legal warranty terms**, the terms in this document prevail.

Section 6: Confirmation and Signature

(Please complete all fields. Please print clearly.)

I/We, the applicant, confirm that I/we have received and carefully read, and agree with the above conditions, **the Standard Terms, the Road Legal warranty terms and the code of practice issued by MCI**. I/We agree that all sales between the Seller and us (the Buyer) are subject to the aforementioned terms and conditions and code of practice. I/We also confirm that I/we have retained a completed copy of this Document, and copies of all the aforementioned information and that all information, documents and pictures we have provided and will provide are true and correct to the best of our knowledge.

Print Name: _____ Position: _____
(Proprietors or Directors Only)

Signed: _____ Date: _____

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Please return the signed form, complete with all pages initialled at the bottom of the page as indicated, to Llexeter Ltd., Units 15-18, Greendale Business Park, Woodbury Salterton, Devon, EX5 1EW, United Kingdom. Please note that it's important that all fields are completed. Any forms that are not completed in full will be rejected. Please contact your account manager if you consider necessary. Tel.: 0845 459 2369, Fax: 0845 459 2374. Email: business@llexeter.co.uk – Web: www.chinesemotorcycledealers.co.uk