

Marshall Military Sales Terms and Conditions

This concession is granted on the basis that the member of HM Forces accepts and understands the following conditions of sale and supply. If you are unsure please ask your sales person for more details.

Marshall Military Sales require the following to secure an order -

- Original, signed UK Military Sales Order Form (Attached)
- Original, Signed Marshall Military Sales Concession.(this Document)
- Signed DVLA registration Consent (above).

Customers must also provide -

- Confirmation of HM Forces status
- Copy Passport or Paper Driving Licence
- A non-refundable deposit

Eligibility

Those eligible to purchase from Marshall Jaguar Land Rover Military Sales include full time current, former, and retired full-time members of HM Forces. This program is intended for personal use only, and to qualify for the discounts you must be either a full-time serving member of HM Forces or have left the forces within the last five years. Under the five-year veteran or former personnel programme, proof of entitlement will be requested.

Vehicles may only be ordered, invoiced and registered to the member of HM Forces, as stated as the order form.

Unfortunately part time Reservists do not qualify for military discount and should not sign this order/agreement; you must be or have been a full time serving member of HM forces. We do have another scheme for these customers called the "Marshall Scheme" please ask your sales person for information.

Purchase Limits and Quantity

Current, former, and retired members of HM Forces are entitled to purchase one vehicle every 12 months. This offer is only valid on selected products, and availability may be limited. Jaguar Land Rover Military Sales discounts may not be combined with other retail offers and discounts. Some vehicles may not be available at military pricing and limitations may apply.

Marshall Military Sales offers and discounts are not applicable to prior orders or purchases, and cannot be transferred. The above 12 month period commences from the registration date of any previous vehicle under this scheme. Jaguar Land Rover Military Sales offer this concession on the basis that it is for use by the member of HM Forces and their immediate family. Vehicles are

supplied on the basis that the member of HM Forces retains the vehicle for a minimum of 12 months from date of first registration.

A member of HM Forces stationed overseas with tax free entitlement may not place an order for a tax paid vehicle until such time as they are permanently stationed within the UK.

Pricing and Price Reductions/Corrections

Marshall Military Sales reserves the right to change prices for products displayed at/on the Marshall website at any time, and to correct pricing errors that may inadvertently occur.

Marshall Military Sales reserves the right at any time after receiving your order to accept or decline your order for any reason. No Resale; Consumers Only. Marshall Military Sales sells and delivers products to entitled end-user customers only. You may not purchase products for resale, and we reserve the right to refuse or cancel your order if we suspect you are doing so.

Accessories and Order amendment

The total value of any dealer supplied and fitted accessories should be included on the order form at time of order, any amendments can be made to the order subject to availability, if you wish to change or add any specification to your current order, this can be done only in the first 30 days of the order being received. this action can be undertaken via submitting a new original order form to military sales.

To obtain a new order form please contact your sale person directly.

Upon receipt military sales will confirm the changes have been made via email.

Audit Rights

Jaguar Land Rover Military Sales appreciate that circumstances may change. Therefore, should you find yourself in a situation that requires you to sell your vehicle within the 12 month period, please consult us before undertaking any such action.

Should a member of HM Forces sell their vehicle within 12 months of taking delivery then the concession will be temporarily withdrawn. They will be denied the opportunity to order another Jaguar Land Rover vehicle under this scheme for a minimum of 24 months from when the original vehicle was first registered.

Jaguar Land Rover may routinely audit the purchases of customers at Marshall Military Sales to ensure that that all purchase conditions have been observed. If Marshall Military Sales discover that a customer has made false representations of eligibility or does not meet the purchase conditions, they could take the following action(s):

Marshall Military Sales will invoice the difference between the amount that you paid for the products and the price charged to the general public for the same goods, payable in fifteen days

from the date of the invoice. Should you fail to pay the invoice when due, Marshall Military Sales may institute legal action against you in a court of competent jurisdiction, with the prevailing party entitled to attorneys' fees.

Signing This Order

The signing of this Order Form by you means you are making an offer to purchase the Vehicle described overleaf from Marshall Military Sales, if accepted this Order will become an Accepted Order that cannot be cancelled by you, nor the Deposit returned to you except as described in this Order Form. An Accepted Order is a contract.

Acceptance and Deposits

You must pay the Deposit and Marshall Military Sales must accept the Order. By signing the Order and returning a copy to you, this Order becomes an "Accepted Order". Marshall Military Sales has no responsibility to credit the Deposit with interest, whether it returns the Deposit or not.

The Vehicle Specification

Jaguar Land Rover vehicles are made to the specification current at the time of build. If Jaguar Land Rover judges this to have changed fundamentally from the specification at the date of the Accepted Order, Marshall Military Sales will ask you if you want to accept the Vehicle with the new specification. In all other situations, or if you accept the new specification, the Vehicle will comply with the specification current at the time of build.

Price

The Total Invoice Value shown overleaf is subject to change as follows, but otherwise is what you must pay Marshall Military Sales for the Vehicle. The price of the Vehicle does not include any import duty, taxes or fees except if and to the extent explicitly stated in Jaguar Land Rover's Price List for sales. Should the Vehicle become subject to any such duties, taxes or fees, they will be borne by you. Prices and specifications are subject to change without notice prior to Jaguar Land Rover accepting an Order. You will be notified if the actual price is different to that stated in this Order Form and have the option to either continue with the Order at the revised price or to withdraw the Order. You will be responsible for any storage or demurrage charges because you do not collect the Vehicle on time.

Payment

If all payments due are not made within 90 days from the date you are told the Vehicle is ready for collection, Marshall Jaguar Land Rover may cancel the Order, keep the Deposit, recover from you any wasted expense that exceeds the Deposit and can sell the Vehicle to someone else.

Delivery, Shipment and Delays

The Date of Delivery shown overleaf is not a promise by Marshall Military Sales. That date, and any other date given as a delivery date is an estimate only. Marshall Military Sales will not be liable for not delivering on any such date. You will be notified of the estimated delivery date at least 48 hours prior to delivery of the Vehicle. Unless Marshall Military Sales agrees with you otherwise in writing, the place you must collect the Vehicle from is Marshall Land Rover Peterborough. However as part of the Shipping Service, insurance against risk of loss and damage on terms it thinks are reasonable, you will be responsible for risk loss and damage to the Vehicle.

Marshall Military Sales will not be responsible for delays or non-performance due to reasons beyond its reasonable control including, but not limited to war, strikes, lockouts, and riots and shipping delays.

Warranty

The Vehicle is sold to you subject to Jaguar Land Rover's new vehicle manufacturer's warranty ("Manufacturer's Warranty") as stated in the Owners Handbook supplied with the Vehicle, a copy of which you can obtain from Marshall Military Sales. As this Accepted Order could represent an international supply contract, all statements, conditions or warranties as to the quality or fitness of the vehicle for any purpose whether expressed or implied by law or otherwise are expressly excluded to the maximum extent permitted by law. Marshall Military Sale's entire liability in respect of the Vehicle's quality and fitness shall be limited to the remedies set out in the Manufacturer's Warranty.

Jaguar Land Rover's entire responsibility, if any, for any Dealer Fit Accessories supplied with the Vehicle is limited to any written statement of warranty responsibility supplied with such accessory and made by Jaguar Land Rover.

Regulations relating to Use and Export

Local legislation may limit the length of time the Vehicle can be used in the country of delivery or collection. It is your responsibility to understand and comply with those limitations. You will also be responsible for ensuring that the import regulations of any country to which the vehicle is later exported are complied with. Marshall Military Sales is under no obligation to give any information relating to this and, if given, it will be given without liability.

Limitations and Liability

As an Accepted Order, this document contains the entire agreement between you and Marshall Military Sales relating to its subject matter. Neither Marshall Military Sales mentioned overleaf nor does anyone else have any authority to make any changes on Marshall Military Sale's behalf.

Marshall Jaguar Land Rover Cancellation

Notwithstanding any other condition above Marshall Military Sales shall be entitled to cancel an Accepted Order and will then return the Deposit if Jaguar Land Rover, before delivery of the Vehicle, ceases production of all similar vehicles or if Jaguar Land Rover is prevented from exporting the Vehicle due to trade restrictions, sanctions or a change in Jaguar Land Rover company policy. If Marshall Military Sales becomes aware that you intend to use the Vehicle for any illegal purpose, it may cancel an Accepted Order without returning the Deposit.

Proper law

English law shall govern this Order and an Accepted Order resulting from it, including the conditions of sale. The English courts shall have exclusive jurisdiction. Any complaints should be addressed to Marshall Military Sales Jaguar & Land Rover House, Mallory Road, Peterborough PE1 5AU.

TERMS OF BUSINESS - VEHICLE SALES

General

1. (a) The expression "the Company" means Marshall Motor Group Ltd registered in England number 295579 whose Registered Office is Airport House, The Airport, Cambridge CB5 8RY, any subsidiary company and/or subsidiary of Marshall Motor Holdings Plc.

(b) "You/your" means the customer/person/entity detailed overleaf.

(c) "Goods" means any motor vehicle supplied to you.

2. Where the customer is an individual and not acting for or in his/her business or profession (i.e. a consumer) clauses 1 to 25 apply.

In all other circumstances additional clauses 26 to 31 also apply.

Consumer Terms

3. (A) All new goods are sold (wherever possible) with the benefit of the current manufacturer's warranty.

(b) The Company however contracts as principal not agent for the manufacturer. It makes no representation nor otherwise acts on behalf of the manufacturer regarding the extent or validity of the warranty.

4. Where the Company has agreed to allow part of the purchase price to be satisfied by part exchange of your own vehicle or goods (the part exchange) the following terms apply:-

(a) You warrant the part exchange is your absolute property. It has not previously been classified as an insurance write-off, involved in an accident or otherwise seriously damaged, which is not disclosed overleaf.

(b) You also warrant there is no registration or other prior event affecting the part exchange preventing title passing to the Company or any later retail or other sale.

(c) You further warrant any stated mileage is accurate and there has been no replacement of the vehicle speedo/milometer or alteration of the recorded mileage, which is not disclosed overleaf.

(d) The part exchange shall be delivered to the Company in the same condition as at appraisal. If not in the same condition the Company may make a reasonable deduction to reflect any change.

(e) If the part exchange (including registration, DOT/MOT Certificate, service documents and the like) is not delivered within 14 days after the date agreed a reasonable deduction may be made by the Company for loss in value to the part exchange incurred during the period of delay.

(f) Where the part exchange is subject to hire purchase (or any other like charge) you authorise the Company to settle the amount due to the finance company or other party from the exchange price agreed. The net proceeds shall be applied in part payment or reduction of the purchase price. Should the settlement exceed the agreed part exchange price you will re-imbrues any excess to the Company.

(g) The part exchange will be delivered to the Company on or before delivery of the new goods. Title to the part exchange will pass (subject to settlement of finance) to the Company absolutely with immediate effect.

(h) If for any reason the purchase of the new Goods is cancelled or does not proceed the Company shall be under no obligation to complete the purchase of the part exchange.

5. Alternatively where there is material breach of any clause but particularly, 4(a-h) which in the Company's opinion is incapable or unsuitable to remedy by price or other adjustment, the Company may cancel this agreement. On cancellation the Company shall be under no obligation to buy the part exchange (and will return it) or to sell the new Goods to You.

6. Any retention, transfer or allocation of any special or cherished number either from the part exchange or to the new Goods is effected at your risk. The company shall not be liable for loss, destruction or incomplete transfer however caused.

7. The price negotiated is based upon a combination of the manufacturer's wholesale or recommended price and rates of taxation prevailing at the date of the agreement. Should the manufacturer alter the price, specification or discontinue supply in the period between order and delivery or if the basis of taxation is varied in the same period the following will apply: -

(a) Amended specification Goods may be supplied in substitution.

(b) The negotiated price may be varied (up or down) to reflect the manufacturer price alteration.

(c) The Tax(es) prevailing at delivery will be applied to the transaction.

On the occurrence of either 7(a) or (b) You may elect to accept the variation in fulfilment of the contract or alternatively elect to cancel the contract.

Where the Company is unable to supply the goods due to discontinuance or other reason outside the Company's control either party may cancel the contract.

Upon such cancellation any deposit paid by you will be returned and there will be no further or continuing liability on the part of either party.

8. All sums are payable in Sterling and unless otherwise agreed payment must be made on or before delivery by way of cleared funds. Payments by cheque require a minimum of 5 working days for clearance.

Payment may also be made using a credit or debit card. Credit card payments may incur a transaction fee applied at the rate of 1.5% of the total sum paid by credit card, with a minimum fee of £4.95.

The Company cannot accept a cash payment (or aggregate payments) in excess of £5000.00 in any circumstances.

Unless agreed to the contrary the place of delivery shall mean your address shown overleaf.

All delivery dates/times shall be regarded as approximate only unless specifically stated as being of the essence.

9. Title to the Goods will not pass to you until the full purchase price (and if applicable any other sum due from you to the Company) has been paid and any part exchange goods delivered to the Company.

Until title passes you agree to hold the Goods on behalf of the company and to its order.

You will notwithstanding reservation of title in the Goods assume immediate risk in all respects. It is your responsibility to ensure the Goods are covered by relevant and adequate insurance.

10. If You so request title to the Goods purchased may be transferred to any person or company operating a finance or credit/hire business. Such transfer shall be regarded as due performance by the Company of its obligations under this agreement.

Payment by the finance or credit hire business shall (to the extent of that payment) be regarded as performance of your obligations for payment. Both parties shall however remain bound by the terms relating to any part exchange.

11. Any deposit paid by you shall be forfeited in any one (or more) of the following events: -

If you do not pay the balance due on or before delivery/collection and within 14 days of being notified the Goods are ready for delivery/collection.

(b) If you fail to deliver the part exchange as provided by clause 4.

(c) If you purport to cancel this agreement otherwise than in circumstances provided by these conditions or by Statute.

The forfeiture of deposit shall not prevent the Company from recovering from You further sums by way of damages for any loss or expense it incurs due Your default or termination of this contract.

12. Any sums late or overdue for payment will accrue interest and compensation from the original date due until payment at the rate of or equivalent to the rate specified in The Late Payment of Commercial Debts Regulations 2002.

You will indemnify the Company against all costs/fees/charges resulting from any action to remedy late payment, recover the goods or caused by any other breach of these terms. The rate applied (whether or not legal proceedings are commenced) shall be 9.25% of the late or overdue sum or in any other case equivalent to indemnity basis costs for fast track cases in The Civil Procedure Rules 1998 or any amendment thereof.

13. Any notice required under this agreement shall be sent by ordinary first class pre-paid post. Notice to the Company shall be sent to its registered office and Notice to You to Your address shown overleaf.

14. If you are a consumer who has entered into a distance sale contract with the Company You have the right to cancel the purchase within fourteen working days beginning on the day after receipt of the goods under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

Where these regulations apply and You wish to cancel You may do so by sending written cancellation to the Company at Marshall Motor Group Ltd Legal Dept. 42 The Street, Honingham, Norwich NR9 5BL, or by fax on 01603 881278 or by email at legal@Marshallweb.co.uk.

15. The written cancellation should reach the Company no later than fourteen working days beginning with the day after the day on which you received the Goods ("Cancellation Period"). A 'working day' means all days other than Saturdays, Sundays and public holidays.

16. If the contract is cancelled within 14 working days and in accordance with these terms and conditions, then, within ten days of cancellation You must either return the Goods to the Company at Vehicle Deliveries Department, Marshall Motor Group Ltd, 699 Newmarket Road, Cambridge CB5 8RY at Your expense, or You must make the Goods available for collection by the Company, for which the Company will either make a charge to cover its own costs of recovery or use a third party to collect the Goods and charge You the cost of doing so.

17. If you cancel the contract within the above cancellation period, you must also comply with your duty to retain possession and take reasonable care of the Goods (including ensuring full and adequate insurance is maintained) until returned to the Company.

18. Failure to take reasonable care of the Goods including excessive use, damage to body work, interior or mechanical components or any alterations or loss of any part or accessory (excepting reasonable wear and tear) will result in a claim against you for repair and/or the loss in value that results.

- Although the Company understands you will need to test the Goods, any mileage more than 100 miles above the reading recorded at the time of delivery will be regarded as excessive use.

- On the return of the Goods, all keys, registration documents and other accessories, equipment and items provided with the Goods and which could be reasonably expected to be returned must be returned.

19. After cancellation the Company shall return the sums paid by you with the following deductions:

19.1a charge for the direct costs or any sum paid to third parties to recover the Goods pursuant to paragraph 16;

19.2a charge for the cost of repair or diminution in value pursuant to paragraph 18; and

20. Where you have used the assistance of a finance company to purchase the Goods and the contract is cancelled pursuant to paragraph 15:

20.1 Notice of cancellation will be deemed to cancel the agreement between the Company and the finance company; and

20.2 Notice of cancellation will be deemed to cancel the agreement between you and the finance company.

21. You will not be able to cancel the contract in the following circumstances:

21.1 The Goods have been made to your specification or clearly personalised to your own requirements; or

21.2 If you are unable (or refuse) to return the Goods to the Company or permit it to collect the vehicle within 7 days of receiving notice of its intention to collect;

22. If the Company has accepted a part exchange vehicle from you and the contract is cancelled in accordance with paragraphs 14 to 21, the Company reserves the right (within ten days from the date of cancellation) to either:

Return the part exchange vehicle to you;

Request that you collect the part exchange vehicle from the Company;

Pay to you a sum of money equal to the amount of the part exchange valuation and retain the part exchange vehicle; And the Company may invoice you for the sums paid to third parties to discharge any charges or third party interests on the part exchange vehicle, in addition to the above, if necessary.

23. As a member of the National Franchised Dealer Association the Company can provide a CTSI certified Alternative Dispute Resolution (ADR) service if you are dissatisfied with the outcome of a dispute with the Company. ADR provider website address - nfda-uk.co.uk

24. Nothing herein is intended or shall detract from the Customers statutory rights.

25. These conditions contain the whole agreement between you and the Company and shall be construed in accordance with English Law. No variation shall be effective unless in writing and signed by both you and the Company.

Non - Consumer Terms

26. Liability for loss or damage (whether direct or consequential) resulting from delay in manufacture, supply or the Company's inability to obtain the Goods is excluded.

27. The Company shall not be liable for any loss or damage (excluding personal injury) arising from the sale of the Goods or caused by defective product or from any use to which the Goods are put.

28. Where any liability for breach otherwise arises on the part of the Company the sum payable (as an agreed pre-estimate of the likely loss) shall not exceed 10% of the net purchase price after deduction of any part exchange.

29. You will inspect the Goods prior to or on collection/delivery. No claim for any defect will be accepted save those brought to the attention of the Company at the time of delivery/collection.

30. Where the Goods are unpaid and held under reservation of title you agree the Company may enter upon your land or premises at any time with or without notice for the purpose of retrieving the Goods.

31. You agree this agreement contains the whole agreement and supersedes all prior negotiations or representations. No reliance is placed on such representations or those contained in any price list, brochure, catalogue or advertisement.