

## APPENDIX 3

### MANHEIM UNDERWRITE AND MANHEIM UNDERWRITE+ TERMS AND CONDITIONS

These Terms and Conditions (in addition to the terms stated in the Schedule, Appendix 1 (eVA Services Terms and Conditions), Appendix 2 (Services Descriptions), Data Processing Terms (Appendix 5)) shall apply in circumstances where the Verifying Retailer sells a Vehicle to Manheim.

#### 1. BACKGROUND AND INTERPRETATION

- 1.1. Manheim will purchase the Vehicle from the Verifying Retailer subject to the terms and conditions in this Appendix 3
- 1.2. Capitalised terms have the meaning first ascribed to them in this Agreement, including:

<b>“Appraisal”</b>	has the meaning given to it in Appendix 1 (eVA Services Terms and Conditions);
<b>“Assumptions”</b>	has the meaning given to it in Appendix 2 (Services Descriptions);
<b>“Contract”</b>	has the meaning given to it in clause 5.1 of this Appendix;
<b>“Losses”</b>	has the meaning given to it in Appendix 1 (eVA Services Terms and Conditions);
<b>“Manheim Underwrite”</b>	has the meaning given to it in Appendix 2 (Services Descriptions) and the features described in this Appendix;
<b>“Manheim Underwrite+”</b>	has the meaning given to it in Appendix 2 (Services Descriptions) and the features described in this Appendix;
<b>“Outstanding Finance”</b>	has the meaning given to it in clause 6.1 of this Appendix;
<b>“Purchase Form”</b>	has the meaning given to it in clause 5.1.4 of this Appendix;
<b>“Retailer Appraisal”</b>	has the meaning given to it in Appendix 2 (Services Descriptions);
<b>“Valuation”</b>	has the meaning given to it in Appendix 1 (eVA Services Terms and Conditions);
<b>“Vehicle”</b>	has the meaning given to it in Appendix 1 (eVA Services Terms and Conditions);
<b>“Vehicle Documents and Accessories”</b>	the V5C registration certificate, all sets of keys, MOT certificate, service history, spare wheel and locking wheel nuts (where applicable), sat nav. SD/DVD, radio codes and any other items which belong to the Vehicle;
<b>“Verified Valuation”</b>	has the meaning given to it in clause 2.1 of this Appendix;
<b>“Verifying Retailer”</b>	has the meaning given to it in Appendix 2 (Services Descriptions);
<b>“Warranties”</b>	means the warranties provided by the Verifying Retailer set out in clause 8 of this Appendix;

#### 2. THE VALUATION AND PRICE

- 2.1. The Verifying Retailer shall provide Manheim with the Retailer Appraisal for the Vehicle. The Retailer Appraisal shall include the Appraisal and Valuation that has been verified by the Verifying Retailer. The Valuation that has been verified by the Verifying Retailer shall be referred to in this Appendix as the Verified Valuation.

#### 3. MANHEIM UNDERWRITE

- 3.1. This clause 3 is applicable for Vehicles sold by Verifying Retailers to Manheim under the Manheim Underwrite Programme.
- 3.2. Subject to the terms of this Agreement, Manheim shall confirm its valuation of the Vehicle (**‘Manheim Valuation’**), based upon its inspection of the Vehicle and the Warranties.
- 3.3. Subject to the terms of this Agreement, Manheim shall offer to purchase the Vehicle for the Manheim Valuation, less any Outstanding Finance.

- 3.4. The offer by Manheim to purchase the Vehicle for the Manheim Valuation shall be void if the Verifying Retailer has breached or breaches any of the Warranties or if the mileage on the Vehicle when it is inspected by Manheim is more than 250 miles than the mileage stated in the Retailer Appraisal.
- 3.5. The Manheim Valuation shall be valid for a period of 7 (seven) days (or such longer period as Manheim may notify to the Verifying Retailer in writing) from the date that Manheim provide the Verifying Retailer with the Manheim Valuation.
- 3.6. Manheim will use its best efforts to ensure that the Manheim Valuation provided to the Verifying Retailer is correct. It is always possible that, despite Manheim's best efforts, some of the Manheim Valuations provide may be incorrect (for example because of unintentional/typographical mistakes or errors on Manheim's part or by any systems failure). Manheim will not be responsible or required to meet any Manheim Valuation provided where a mistake has been made. If the Verifying Retailer considers that a mistake has been made, it should notify Manheim as soon as possible so that the mistake can be corrected and (where necessary) a revised valuation provided.
- 3.7. All prices given in the Manheim Valuation will be in pounds sterling only and are inclusive of VAT.
- 3.8. If the Vehicle has a personalised registration plate the title to the personalised registration plate shall pass to Manheim upon Manheim's purchase of the Vehicle. The purchase price shall not be increased due to any personalised registration plate.

#### **4. MANHEIM UNDERWRITE +**

- 4.1. This clause 4 is applicable for Vehicles sold by Verifying Retailers to Manheim under the Manheim Underwrite+ programme.
- 4.2. Subject to the terms of this Agreement and particularly the Warranties, Manheim shall offer to purchase the Vehicle for the Verifying Retailer's Verified Valuation, less any Outstanding Finance.
- 4.3. The offer by Manheim to purchase the Vehicle for the Verified Valuation shall be void if the Verifying Retailer has breached or breaches any of the Warranties or if the mileage on the Vehicle when it is inspected by Manheim is more than 250 miles than the mileage stated in the Retailer Appraisal.

#### **5. CONTRACT**

- 5.1. A Contract for Manheim to purchase the Vehicle from the Verifying Retailer shall only be binding when all of the following steps have been completed:
  - 5.1.1. the Verifying Retailer has received confirmation from Manheim that it wishes to purchase the Vehicle;
  - 5.1.2. Manheim has collected the Vehicle and completed its inspection of the Vehicle;
  - 5.1.3. the Vehicle and Vehicle Documents and Accessories have been collected by Manheim; and
  - 5.1.4. Manheim has issued the Verifying Retailer with written confirmation of the Vehicle's purchase price (the "**Purchase Form**").

#### **6. VEHICLES ON FINANCE**

- 6.1. The Verifying Retailer must inform Manheim if the Vehicle is the subject of any outstanding finance together with details of the amount outstanding on the finance and the finance provider ("**Outstanding Finance**"). The Verifying Retailer shall also provide documentation reasonably requested by Manheim to enable Manheim to: (i) obtain details of such Outstanding Finance from the finance provider and (ii) pay the Outstanding Finance.
- 6.2. Manheim has complete discretion as to whether Manheim agree to settle (on the Verifying Retailer's behalf) any Outstanding Finance and are not under any duty to do so.
- 6.3. Manheim shall only agree to settle any Outstanding Finance where the Outstanding Finance is the same as or less than the Verified Valuation and (if applicable) the Manheim Valuation. If the reverse applies (i.e. the Outstanding Finance is more than the Verified Valuation or Manheim Valuation) Manheim is unable to settle such Outstanding Finance and Manheim will not purchase the Vehicle from the Verifying Retailer.
- 6.4. If Manheim discover that the Vehicle is subject to Outstanding Finance higher than the Verified or Manheim Valuation either before or after the Contract has been formed in accordance with clause 5, the Contract shall be deemed void and Manheim may exercise its legal rights to recover any such sums in respect of the Outstanding Finance as a debt due from the Verifying Retailer to Manheim which will be payable immediately.

- 6.5. If Manheim agree to settle any Outstanding Finance, either in full or part payment (as appropriate), Manheim are doing so entirely on the Verifying Retailer's behalf and the Verifying Retailer will remain fully liable to the finance provider at all times until the Outstanding Finance has been paid in full and the credit agreement has been legally brought to an end. Manheim will have no responsibility whatsoever in relation to any matters relating to Outstanding Finance on any Vehicle.
- 6.6. If Manheim agree to settle any Outstanding Finance, Manheim shall use reasonable endeavours to settle full or part payment (as appropriate) by the due date advised to Manheim (if any). However, Manheim take no responsibility and will have no liability for any payment not being made by the due date because of circumstances beyond Manheim's reasonable control.

## **7. MONEY**

- 7.1. If a Vehicle is being purchased under the Underwrite programme, Manheim shall make the payment due to the Verifying Retailer once it has inspected the Vehicle and received a correct invoice from the Verifying Retailer.
- 7.2. If a Vehicle is being purchased under the Underwrite+ programme, Manheim shall make any payment due to the Verifying Retailer upon collection of the Vehicle and after Manheim has received a correct invoice from the Verifying Retailer.
- 7.3. For the avoidance of doubt any payment due to a Verifying Retailer will be the balance after any Outstanding Finance has been paid.
- 7.4. If Manheim exercise its right to withdraw or void the offer to purchase the Vehicle, Manheim will not be obliged to pay the purchase price to the Verifying Retailer or settle any Outstanding Finance or issue any refund. If this clause 7.4 applies, any payment that has already been made by Manheim shall be refunded by the Verifying Retailer and Manheim may exercise its legal rights to recover any such sums as a debt due from the Verifying Retailer to Manheim which will be payable immediately.
- 7.5. Any inspection of a Vehicle by Manheim is without prejudice to any of its rights under the terms of this Agreement.

## **8. WARRANTIES**

- 8.1. If Manheim purchase the Vehicle, Verifying Retailer warrants that:
  - 8.1.1. the Verifying Retailer is the legal owner of the Vehicle;
  - 8.1.2. subject to clause 6, no other person has a right or claim over the Vehicle in any way;
  - 8.1.3. all of the information Verifying Retailer has provided to Manheim is accurate and true and that the Assumptions are correct;
  - 8.1.4. the Verifying Retailer has not omitted to provide Manheim with any information that is likely to alter Manheim's decision to purchase the Vehicle;
  - 8.1.5. the Verifying Retailer has disclosed all information to Manheim about any Outstanding Finance and that the Vehicle is not subject to any undisclosed finance;
  - 8.1.6. the mileage reading on the Vehicle is accurate; and
  - 8.1.7. the Verifying Retailer has fully disclosed the following information:
    - 8.1.7.1. all physical defects with the Vehicle which Manheim would want to be informed about (including cut and shuts, mechanically unsound or inoperable, un-roadworthy and/or chassis damage and the like); and
    - 8.1.7.2. any issues (potential or actual) relating to title to the Vehicle.
- 8.2. The Verifying Retailer shall indemnify Manheim for any Losses that Manheim suffers as a result of any breach of the Warranties stated in this clause 8.
- 8.3. Manheim reserves its right to take any action deemed necessary (which, for the avoidance of doubt, includes court action) in the event that any of the statements in clause 8.1 are found at any point to be untrue or inaccurate.
- 8.4. Manheim may transfer its rights (which includes the right to take court action as set out in clause 8.2) and obligations under these Terms and Conditions to another organisation. This includes the right to pursue legal action against the Verifying Retailer for breach of these Terms and Conditions

**9. OWNERSHIP AND RISK**

- 9.1. Ownership in the Vehicle will transfer from Verifying Retailer to Manheim upon the earlier of: (i) Contract coming into existence in accordance with clause 5; (ii) Manheim or its contractors or agents being in possession of the Vehicle. Risk in the Vehicle will remain with the Verifying Retailer and will only transfer to Manheim when the Verifying Retailer delivers it to Manheim or it is collected by Manheim from the Verifying Retailer.
- 9.2. Until risk and ownership in the Vehicle has been transferred to Manheim in accordance with clause 9.1, the Verifying Retailer remains fully responsible for insuring the Vehicle.