



## Terms of Sale

### Moore Commercial – Vehicle Retail Sales Terms and Conditions

#### 1. Introduction

- 1.1 These Terms and Conditions apply to all direct vehicle sales by Moore Commercial Limited (“the Seller”) and govern the rights and obligations of the Buyer.
- 1.2 These Terms override any other buyer-supplied terms and can only be amended with written consent from a Director of Moore Commercial.

#### 2. Definitions

- 2.1 'Vehicle' refers to any commercial vehicle, trailer, or associated equipment sold by Moore Commercial.
- 2.2 'Buyer' is the individual or entity purchasing the vehicle.
- 2.3 'Agreement' refers to the contract of sale entered between the Seller and Buyer.

#### 3. Title and Ownership

- 3.1 Title to the vehicle remains with Moore Commercial until full cleared payment of the total invoice amount is received.
- 3.2 The Seller reserves the right to withdraw from the sale and refund any part payments prior to full settlement without further liability.
- 3.3 Risk in the vehicle passes to the Buyer upon collection or delivery.

#### 4. Payment Terms

- 4.1 Full payment is required before the vehicle is released to the Buyer.
- 4.2 Accepted payment methods must be approved in advance by the Seller.
- 4.3 Late payments will incur interest at Bank of England base rate plus 5%, calculated daily.
- 4.4 If payment is not completed within agreed terms, the sale may be cancelled.

#### 5. Deposits and Refunds

- 5.1 Deposits are accepted to reserve a vehicle but are non-refundable unless otherwise agreed in writing.
- 5.2 The Seller reserves the right to retain deposits and cancel the sale if the Buyer fails to complete payment in the agreed time.

#### 6. Description and Inspection

- 6.1 Vehicles are sold as seen unless explicitly agreed otherwise in writing.
- 6.2 The Buyer is responsible for inspecting the vehicle prior to purchase and verifying its condition and suitability.
- 6.3 No warranty is provided unless expressly stated by the Seller in writing.

#### 7. Limitation of Liability

- 7.1 The Seller shall not be liable for indirect or consequential losses including profit, revenue, or business disruption.
- 7.2 Liability is limited to the price paid for the vehicle.
- 7.3 Nothing in these Terms limits liability for death or personal injury resulting from negligence or fraud.

#### 8. General

- 8.1 These Terms are governed by the laws of England and Wales.
- 8.2 All communications will be deemed received 48 hours after posting or email.
- 8.3 No third party shall have rights under this Agreement.
- 8.4 Amendments to these Terms require written agreement by both parties.**

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#### Registered Office:

Bryman House, Moor Street, Brierley Hill,  
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[moorecommercial.com](http://moorecommercial.com)

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Registered in England & Wales Company No: 14512709

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