

Agency Agreement

Listed below are our terms and conditions. Please read these carefully, as they contain important information about your obligations and your rights.

A. Definitions and interpretation

A.(i) In this agreement, unless the context otherwise requires:

- "Kent Car Imports" (or "we") means Kent Car Imports Ltd (a registered company in the UK number 3911151).
- "The Customer" means you, the individual wishing to use the service provided by Kent Car Imports.
- "Car Dealers" "Suppliers" "Dealer" means Official Ford main dealers.
- "The web-site" means the internet site owned and run by Kent Car Imports.
- "The Service" means the service of purchasing and receiving quotes for vehicles over the internet. modifications, A testing, shipping, transportation, documentation and communications with the customer.
- "The Agreement" means the terms and conditions as posted on the web-site.
- "Order request form" contains the details of the vehicle requested by the customer.
- "Confirmed quote" this is the fixed price from the Ford main dealer.
- "The official Ford main dealer order form" means the order form from the franchised Ford main dealer.
- "The Deposit" means a percentage of the total quoted price of the vehicle, as shown on the quote.
- "The Balance" means a percentage of the total quoted price of the vehicle, as shown on the quote.
- "Fee" means The fixed charge payable to Kent Car Imports for acting on your behalf.
- "Import costs" US &UK shipping agents, Marine insurance, SVA modifications and testing, Warranty and UK vehicle transporter.
- "Total on the road " means the car price, options, an estimation of the UK VAT and import tax amount based on the current exchange rate, shipping, SVA modifications and testing, transporter costs and 12 months Road Fund licence, first registration costs.
- "Personal Information" means information provided to us by the customer.
- "Communication" means contact between Kent Car Imports and the customer.

A.(ii) The terms "The Customer" and "Kent Car Imports " or "we" shall include their respective successors and permitted assignees and their respective employees and agents.

B. Introduction

B.1 The service offered by Kent Car Imports via this web-site is open only to consumers resident in the United Kingdom.

B.2 The customer wishes to use the service provided by Kent Car Imports.

B.3 The customer has advised certain details with the kc-imports.com web-site to use the service

B.4 The customer wishes to access the web-site and use the service on these terms and conditions as posted on the web-site. These will be legally binding on the customer, when the customer accepts and agrees to these terms and conditions.

B.5 By reading these terms and signing the order form, The customer accepts and agrees to these terms and conditions of use as they apply to The customers use on the web-site

C. The Service We Provide

C.1 We act as a purchasing agent acting on The Customer's behalf and as such, we cannot be considered a party to any contract between The Customer and the Car Dealer.

This includes any liability for any delays with respect to the manufacture, delivery or receipt of the vehicle from the manufacturer to the dealer, and delivery by transporter to the UK.

C.2 The customer can communicate with Kent Car Imports during the delivery period, and with the dealer once the customer has received the confirmed quote.

C.3 We are unable to give a warranty or representation as to any aspect of the Vehicles listed on the web-site. However, as the customers agent we will do our utmost to protect the customers rights.

C.4 In acknowledgement of clause 3.2, The customer waives any claim he or she may have against us which is in any way connected with a dispute The customer may have with the car dealer or any vehicle services

C.5 The customer nominates us to act as his or her agent.

C.6 Kent Car Imports will forward the 'Order form request' to the Ford main dealer. The customer will then receive a Ford main dealer order form for completion and confirmed quote from the Ford main dealer.

C.7 The order for the vehicle will be placed when the deposit reaches the car dealer.

C.8 The order for the vehicle will not be placed unless we have received the payment of the agency fee and we have received a signed Ford main dealer 'Order form' to place an order with the Ford main Dealer.

C.9 It may be possible to cancel orders before a production date is advised and receive a full refund less any bank transmission costs. This is done on a best endeavor basis otherwise the order is binding unless the dealer agrees otherwise.

C.10 The quote includes the United States price of the car including any local taxes that may be due. The quote will be sent to the customer with a notice requesting payment of the deposit and our fee together with the Ford main dealer 'Order form'.

C.11 Transporter service. Before delivery the outstanding balance is due to the dealer. The import costs are also due to Kent Car Imports.

C.11 (i) Transporter service. The Customer will be informed by the transporter company of the delivery time of the vehicle.

C.12 Insurance. The vehicle will be insured for the purchase price until received by the customer.

D Funds

D.1 When we receive the signed order form request we will send the customer the confirmed quote and Ford main dealer order form and notice for payment of the deposit and Kent Car Imports fee.

This notice will include the details of the official Ford dealer's payment instructions. These details will include a contact number and Ford main dealer name on their headed paper.

D.2 A dealer confirmation advising receipt of the deposit and that the vehicle has been ordered will be sent to the customer.

D.3 On the vehicles arrival at the US dealership the outstanding balance is due to the dealer. The import costs must also be paid to Kent Car Imports.

D.4 Import Tax & VAT. Import tax is due on arrival into the UK. Kent Car Imports will send a letter regarding this payment to the customer. Customs and Excise will invoice the customer for the VAT approx one month after purchase. The VAT is charged on the US purchase price, shipping charges and import tax.

E Insurance

E.1 From the US port to the UK port the vehicle is covered fully for the purchase price abroad under marine insurance.

E.2 During the SVA testing and modifications the vehicle is fully covered for the US purchase price under trader's insurance.

E.3 Whilst in transportation to the customer the vehicle is covered for the US purchase price under goods in transit all risks and conditions.

F Use of the Web-site

F.1 We reserve the right to change, withdraw or reintroduce any or all of the service and update, alter, suspend or discontinue any aspect of the Web-site including The customers access to it, without notice at any time and for any reason. This will not materially affect to the customers detriment any orders he or she may have previously placed.

F.2 Kent Car Imports assumes no responsibility for errors and omissions on the web-

site. Kent Car Imports will do its utmost to make the web-site available but cannot guarantee that the web-site will operate continuously or not suffer interruptions.

F.3 The web-site may provide links to other internet sites, including internet sites providing vehicle services, which are not under the control of Kent Car Imports. Kent Car Imports shall not be responsible in any way for the content of any such other internet sites. Kent Car Imports provides such links only as a convenience and the inclusion of any link does not imply endorsement by Kent Car Imports of the content of such web-sites.

F.4 Kent Car Imports owns all title, copyright and all and any other intellectual property rights in the Web-site. The Customer acknowledges that he or she does not own and shall not acquire any title, copyright or any other intellectual property rights in the web-site. Any duplication, distribution, or publication of information from the web-site is strictly prohibited without the express written consent of Kent Car Imports.

F.5 Kent Car Imports has endeavoured to ensure the accuracy of the information provided in relation to the service and on the web-site. This includes without limitation information relating to vehicles. All information is provided without any representation or warranty as to its accuracy and in no event shall Kent Car Imports be liable in connection with the use of this information unless otherwise stated.

F.6 The Customer must not attempt to interfere in any way with the proper working of the web-site and in particular the customer must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, web-site, router, or any other internet connected device.

G Vehicle Collection and Acceptance

G.1 If it is deemed that the vehicle does not conform to the ordered vehicle, the customer will be refunded the money the customer has paid to the car dealer, subject to Ford Motor Company's usual terms and conditions.

G.2 If The Customer refuses to accept the Vehicle, we may sell it on your behalf, in which case we shall be entitled to deduct from the sale proceeds any damages or compensation where such refusal constitutes a breach of contract.

G.3 Transporter service. The vehicle is checked for damage and signed for before transportation, any damage thereafter is the responsibility of the transporter co. Any problems need to be advised to Kent Car Imports immediately, we will make all reasonable commercial efforts to help the customer should a dispute arise.

G.4 Dealer fitted options. If the dealer has omitted to fit the options requested they will return the funds paid for these options.

H Limitation of Liability

H.1 We shall not be liable for the accuracy of information supplied to Kent Car Imports by the customer when you register with us or in any subsequent

documentation and correspondence supplied by the customer in relation to your order.

H.2 As your agent, we are unable to accept liability for late production, manufacture or delivery or any other problems with the vehicle. If, however, the customer request us to do so, we will use reasonable endeavours to assist the customer in any claim you may have against the car dealer or our logistics contractor if the vehicle does not meet your vehicle specification or has any other defects, at the customers cost.

H.3 If by accessing the web-site, the customer enters into contracts for vehicle services of companies that have links from our web-site to theirs, we shall in no way be liable for any loss, expenses, costs or liabilities incurred in the provision by those companies of the vehicle services.

I Force Majeure

I.1 Kent Car Imports shall not be liable for any breach of its obligations under this agreement where it is hindered or prevented from carrying out its obligations by any cause out of its control, including without limitation by lightning, fire, flood, extremely severe weather, strike, lockout, labour dispute, act of God, war, riot, civil commotion, malicious damage, failure of any telecommunications and/or computer system, accident (or by any damage caused by any of such events)

J Communications

J.1 All Communication may be given orally unless required to be in writing (including e-mail) by these Terms and Conditions.

J.2 We may rely on any communication in any form, which we reasonably believe to have been made, by you or on your behalf. You will be bound by any agreement entered into or expense incurred on your behalf in reliance on such a communication.

J.3 Any communication in writing may be given by first class post, fax or electronic mail to the address, fax number or electronic mail address last notified by the recipient, except as otherwise expressly provided in these Terms and Conditions

J.4 In the case of communications sent by electronic mail:

J.4.(i) such communications will be deemed delivered to the recipient upon the sending of such communications whether or not the communication in fact arrives at the recipient's e-mail address;

J.4.(ii) in the event that, notwithstanding that we have addressed such communications to your e-mail address, they are seen by any other person, you agree that we will be deemed not to have breached any duty of confidentiality owed to you and we will not be liable for any losses, costs, liabilities or expenses (including, without limitation, loss of profit) incurred by you as a result thereof.

J.5 In the case of communications sent by you on-line on the Web-site, these will be deemed delivered on sending.

K Assignment

K.1 The customer shall not assign or delegate or otherwise deal with all or any of its rights or obligations under this agreement.

K.2 Kent Car Imports shall have the right to assign or otherwise delegate all or any of its rights or obligations under this agreement to any person or entity.

L Confidentiality And Data Protection

L.1 Kent Car Imports may use any information supplied by the customer for its own administrative and customer services purposes or for any purpose required by law

M Complaints

If you have any complaint about the performance of our duties under, this Agreement you should direct that complaint to our customer services department who will investigate the complaint and try to resolve it.

N Customer cancellations

In the event that a customer wishes to cancel.

In the period up until a vehicle/s is scheduled for production the following can be returned:

- Kent Car Imports brokerage fee less £500 (incl VAT)
- The full main dealer deposit less payment charges or exchange rate differences

In the event that the vehicle has been scheduled the dealer deposit and the brokerage fee cannot be reclaimed.

O Customer factory option changes

In the period up until a production date has been scheduled it may be possible to change, add or delete factory options

Any factory options added will be priced at the mrsp on fordvehicles.com.

All amendments will be on a best endeavours basis, Kent Car Imports cannot be held liable if an amendment has not been auctioned. All amendments will include a confirmation from the supplying dealer.

P Governing Law

These terms are governed by and shall be construed in accordance with the laws of England. We each submit to the exclusive jurisdiction of the English courts in connection with any matter or dispute.

Your statutory rights are not affected by anything in these Terms and Conditions.Fs