

Duffy Coachbuilders Ltd. Vehicle Sales Agreement

This Vehicle Sales Agreement ("Agreement") is entered into between Duffy Coachbuilders Ltd. ("Seller"), with its principal place of business at Unit 10 Monaghan Court, Monaghan Streen, Newry Co. Down, UK, and it's prospective customer ("Buyer"), collectively referred to as "Parties," to establish the terms and conditions governing the sale of a Hearse, Limousine, Removal Vehicle and / or conversion work ("Vehicle") to the Buyer.

1. Vehicle Description:

- a. Make: [Make]
- b. Model: [Model]

2. Purchase Price:

- a. The purchase price of the Vehicle is [Purchase Price] payable by the Buyer to the Seller.
- b. The Buyer agrees to pay the purchase price according to the following terms: On completion of vehicle & prior to Delivery of Goods & Services

3. Delivery:

- a. Unless previously arranged The Buyer shall collect the Vehicle from Newry, UK. By previous agreement, The Seller will deliver the Vehicle to the Buyer's designated location as specified in writing by the Buyer.
- b. Delivery date: [Available on as vehicle arrives into production].

4. Vehicle Warranty:

- a. The Seller provides the Buyer with an original owner 3-year warranty for the Vehicle, effective from the date of delivery.
- b. The warranty covers defects in materials and workmanship under normal use and service.
- c. The Seller's obligation under this warranty is limited to repairing or replacing, at its discretion, any defective parts or components.
- d. This warranty does not cover damage or defects resulting from accidents, misuse, negligence, improper maintenance, or unauthorised modifications.
- e. The warranty is non-transferable and applicable only to the original owner named in this Agreement.
- f. To claim warranty service, the Buyer must notify the Seller promptly in writing, providing details of the issue and allowing the Seller a reasonable opportunity to inspect and remedy the problem.
- g. The Buyer is responsible for transportation costs associated with warranty repairs or replacements, unless otherwise agreed upon in writing by the Parties.
- h. This warranty is in lieu of all other warranties, express or implied, including but not limited to merchantability or fitness for a particular purpose.

5. Mercedes Base Car Warranty:

- a. The Seller acknowledges that the Vehicle is converted from a Mercedes-Benz E-Class base car.
- b. The unaltered aspects of the Mercedes base car, including but not limited to the engine, transmission, electrical systems, and other original components, are not covered under the Seller's warranty.
- c. Any warranty claims or issues related to the unaltered aspects of the Mercedes base car should be directed to the original manufacturer, Mercedes-Benz, and the Buyer agrees to contact and liaise with Mercedes-Benz for resolution.
- d. The Seller shall provide reasonable assistance and information to the Buyer in facilitating communication with Mercedes-Benz, if necessary.

6. Title and Risk of Loss:

- a. Title to the Vehicle will transfer to the Buyer upon the full and final payment of the purchase price.
- b. Risk of loss or damage to the Vehicle will transfer to the Buyer upon delivery.

7. Indemnification:

- a. The Buyer agrees to indemnify and hold harmless the Seller from any claims, liabilities, damages, losses, costs, or expenses arising out of the use, operation, or ownership of the Vehicle after delivery.

8. Dispute Resolution:

- a. In the event of any dispute arising under this Agreement, the Parties agree to attempt to resolve the matter amicably through good-faith negotiations.
- b. If the Parties fail to reach a mutually acceptable resolution within 90 days, either Party may initiate legal proceedings.

9. Governing Law and Jurisdiction:

- a. This Agreement shall be governed by and construed in accordance with the laws of the United Kingdom.
- b. Any legal action arising out of or relating to this Agreement shall be brought exclusively in the courts of Newry, Co. Down, UK, which shall have exclusive jurisdiction over such disputes.

10. Entire Agreement:

- a. This Agreement constitutes the entire understanding between the Parties and supersedes any prior agreements or understandings, whether written or oral, relating to the subject matter hereof.

Please review this Agreement carefully. If you agree with the terms and conditions outlined above, please sign and return a copy of this Agreement to the Seller. By signing this Agreement, you acknowledge that you have read, understood, and agreed to be bound by its terms.

Seller:

Buyer:

[Signature]

[Signature]

[Date]

[Date]