

## **TERMS AND CONDITIONS OF SALE**

(NOTHING IN THIS DOCUMENT SHALL RESTRICT THE STATUTORY RIGHTS OF A CONSUMER)

### **GENERAL**

1. These terms and conditions, are intended to contain all the terms of the agreement (the "Agreement") between us, BMW Automotive (Ireland) Limited, Swift Square, Santry, Demesne, Dublin 9, Ireland ("BMW Ireland") and you (the "Customer") relating to the sale and purchase of the Vehicle or Part(s) (the "Goods"). If you wish to rely on any amendment or addition, you should ensure it is confirmed in writing by one of our duly authorised representatives.
2. You must provide us with any information we need in order to comply with money laundering legislation, and guarantee the accuracy of the information so supplied.
3. If this Agreement relates to the purchase of a vehicle, you may arrange for a finance provider to purchase it from us for the Purchase Price within 7 days of being notified that it is ready for delivery. The Vehicle will then be delivered to the order of such finance provider and all references to delivery of the Vehicle shall be construed accordingly. When the finance company purchases the Vehicle, clauses 4, 5 and 16 of this Agreement shall cease to apply.

### **PRICE**

4. The Purchase Price is the price for the Goods, including where applicable accessories, vehicle registration tax, motor tax, delivery, and VAT, current at the date of the order (but not insurance). If the rate or amount of VAT or vehicle excise duty changes between the date of order and the date of delivery, you must pay the amount current at the date of delivery. The purchase price is quoted in euro (€). Insurance is your sole responsibility.

5. If Bayerische Motoren Werke AG of Munich, Germany (the “Manufacturer”) or we or other supplier of the Goods changes the recommended price after you have ordered them but before delivery, we will notify you of any revision we propose to make to the Purchase Price. If we propose an increase in the Purchase Price, or a decrease which is less than the decrease in recommended price, you may give notice within 14 days cancelling this Agreement, in which case clause 14 shall apply. If we do not receive notice of cancellation within this period, the Purchase Price will be amended as proposed.

#### **DELIVERY**

6. Whilst we will endeavour to deliver the Goods by the estimated delivery date, we will not be liable for any claim for compensation of any description arising out of a delay in delivery due to reasons beyond our control. In the event of such a delay, we will contact you to agree an alternative delivery date.

7. We may give you notice cancelling this Agreement at any time before delivery if the Manufacturer ceases to make the model or specification of the Goods, or if we are unable to obtain them from the importer or other supplier, and clause 14 will apply.

8. If we are unable to supply any accessory (factory fitted or otherwise) you have ordered as part of the specification, we will contact you and offer at your option either to substitute a reasonable equivalent or to delete the accessory from this Agreement and adjust the Purchase Price accordingly. Subject to this, you shall have no claim against us in respect of our failure to supply any accessory, and shall not be entitled to cancel the Agreement.

9. If we fail to deliver the Goods within 42 days of the estimated delivery date, you may give us notice requiring delivery. If we fail to deliver within 14 days of receipt of such notice, you may give us notice cancelling the Agreement and

clause 14 will apply.

10. We will inform you when the Goods are ready for delivery, and you must pay the Purchase Price (less any deposit) and take delivery within 14 days of being so informed. All payments must be made by a banker's draft (drawn on a clearing bank in the Republic of Ireland), or by some other means of payment approved by us in advance. Where we have agreed to accept a personal cheque, the cheque must be received no less than five banking days before delivery. If you fail to pay the Purchase Price and take delivery within 21 days of being informed that the Goods are ready for delivery, we may give you notice cancelling the Agreement and clause 15 shall apply.

11. We reserve the right to make minor changes to the Goods prior to delivery such as minor changes to the shape of the Goods, colour of the Vehicle, the numbers or characters used for model designation and any other minor changes as long as these are reasonable changes and do not unduly affect the terms of this Agreement with you.

12. You warrant that you do not intend to resell the Vehicle for commercial purposes. If we discover before delivery that this warranty is untrue, we may give you notice cancelling the Agreement and clause 15 will apply.

#### **DISTANCE SELLING**

13. If this Agreement has been concluded without any face to face contact between us or anyone acting on our respective behalves, you may give notice cancelling this Agreement within 14 days of taking delivery of the Goods if the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013 apply, whereupon you must either return them to us or make them available for us to collect at your expense, and clause 14 will apply. You must take reasonable care of the Goods and will be responsible for any loss or damage from when they are delivered to you until they are returned to us. We

shall not accept the return of goods that are not defective except in accordance with Clause 13.

#### **EFFECT OF CANCELLATION**

14. If we cancel the Agreement pursuant to clause 7, or if you cancel the Agreement pursuant to clauses 5, 9 or 13, we will refund your deposit and, provided the cancellation was due to circumstances beyond our reasonable control, we shall have no further liability to you.

15. If we cancel the Agreement pursuant to clauses 10 or 12, we will endeavour to sell the Goods to another person. If it is not sold within a reasonable time, we will sell it at auction. Within 7 days of the date of sale, we will give you a statement showing the sales price and any additional costs (including interest, storage charges and the costs of sale) we have incurred in reselling the Goods and will refund the balance of your deposit, if any, after deducting the amount we have lost (i.e. any reduction in the sales price and the additional costs of resale). If our loss is greater than your deposit, you must pay us the difference within 7 days. We will provide copies of any receipts if you request them.

#### **TRANSFER OF OWNERSHIP AND RISK**

16. The Goods will continue to belong to us until the Purchase Price has been paid in full. You will, however, be responsible for any loss or damage from when they are delivered to you, and should insure accordingly. A cheque will not be treated as payment until it has been cleared. Until full payment has been received by us, you shall hold the Goods supplied hereunder in a fiduciary capacity and as bailee for us in a manner which enables them to be identified as our Goods and you shall immediately return those Goods upon our request. The Customer grants BMW Ireland an irrevocable licence to enter at any time without notice any vehicles or premises owned or occupied by the Customer or in its possession for the purpose of repossessing and removing any Goods supplied the property in which has remained in BMW Ireland.

## **WARRANTY**

17. If the Goods are new, we undertake that any pre-delivery work specified by the Manufacturer will be carried out and they will be sold with the benefit of our BMW Parts Warranty and MINI Parts Warranty. The BMW Parts Warranty and MINI Parts Warranty is additional to your statutory rights and is not affected by any change of ownership in the Goods. In the case of a BMW or MINI Warranty claim against us, we must be afforded a reasonable opportunity to repair or replace any defective parts or (if we consider repair or replacement uneconomic), we shall refund an appropriate part of the Purchase Price.

## **CONNECTED DRIVE SERVICES**

18. If you purchase a new Vehicle that features the series or optional equipment required for vehicle-specific information and support services provided by us by means of a SIM card installed in the Vehicle ("ConnectedDrive"), the General Terms and Conditions of Service for ConnectedDrive shall also apply. We will notify you of any changes to these terms and conditions. The current version of the General Terms and Conditions of Service for ConnectedDrive may be viewed, stored and printed out at the website:

[www.bmw.ie/connecteddrive-information](http://www.bmw.ie/connecteddrive-information) or will be sent to you upon request.

## **LIMITATION OF LIABILITY**

19. Except where you are buying as a consumer and except for fraud or death or personal injury resulting from our own negligence, we limit our liability for any breach of this Agreement to the amount of the Purchase Price and expressly exclude all liability for loss of profit, goodwill or contracts and for any indirect, consequential or economic loss. Where you are buying as a consumer we limit our liability to you to the greatest extent permissible.

## **NOTICES**

20. Any notice given under this Agreement must be in writing and sent by post to the address of the person to whom it is addressed as set out overleaf, and shall

be deemed to have been received 3 working days after been despatched in the normal course of post.

## **COMPLAINTS**

21. In the case of a dispute arising between BMW Ireland and the Customer regarding the condition, fitness for purpose, performance or other manufacture defect relating to the Goods, BMW Ireland must be afforded a reasonable opportunity to repair the Goods before referring the dispute under this clause

23. If you are a consumer, you may refer any complaint, dispute or difference of any kind whatsoever which arises between BMW Ireland and the Customer to the SIMI consumer complaints service for investigation, and if necessary, to the SIMI Retail Motor Industry Standards Tribunal whose recommendations are binding on SIMI members but not you. Any such complaint must be referred to SIMI within three months from the date that the cause of action first manifests itself.

## **ARBITRATION**

22. Disputes as between BMW Ireland and the Customer shall be referred to arbitration under the rules of the Chartered Institute of Arbitrators of Ireland and in accordance with the provisions of the Arbitration Act 2010 in the event that (a) you do not refer the dispute to SIMI pursuant to Clause 23; or (b) you do not accept the recommendation of the SIMI Retail Industry Standards Tribunal; or (c) the dispute relates to a new vehicle under manufacturer's warranty. In the event that the dispute involves a claim not exceeding €5,000 then, in accordance with the provisions of the Arbitration Act 2010, the Customer shall not be bound (unless he or she otherwise agrees at any time after the dispute has arisen) into arbitration. An award in such arbitration shall be a condition precedent to any legal proceedings in any Court against the Company in respect of such dispute or difference. The language of the arbitration shall be English and the place of the arbitration shall be Dublin, Ireland.

## **GOVERNING LAW AND JURISDICTION**

23. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Irish law. Save as provided by Clause 22, the parties submit to the exclusive jurisdiction of the Irish Courts to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).