



#### A. General

1. All Tigerapex Limited trading as Tigerapex.com sales are governed exclusively by the following conditions and the conditions of the respective bids or offers. Alternative agreements require confirmation by Tigerapex Limited trading as Tigerapex.com in writing.
2. You are reminded and it is brought to your attention that the sales procedure is by way of auction where as is customary unless warranty is expressly given for a particular sales item the goods are **SOLD AS SEEN WITH ALL ITS FAULTS AND WITHOUT WARRANTY.**
3. It is also brought to the attention of prospective buyers that:
  - i) they are invited to inspect an item for sale personally or through an appointed nominee, and
  - ii) they are advised that it is in their interest to attend the auction personally through physical presence at Tigerapex Limited trading as Tigerapex.com' premises and not merely by virtual attendance through internet access, eBay or other media.

#### B. The Buying Procedure

1. Inspect goods thoroughly before submitting a bid or offer.
2. Warranty claims are expressly excluded.
3. When emailing or asking questions, the correct ITEM NUMBER must be given. Give a short description of the goods wherever possible as we have MANY VARIED LOTS on a fast turnover.
4. Bids or offers should be accompanied with the exact address of the bidder & e-mail (including telephone or fax number).
5. The purchaser is deemed to have inspected and approved the item they bid or offer on, and if one buys without previous inspection they **shall be deemed to have done so at their own risk.**
6. Bids or offers may not be considered and may be rejected by Tigerapex Limited trading as Tigerapex.com if they are not in accordance with the above mentioned provisions, if they contain any conditions or reservations, or at Tigerapex Limited trading as Tigerapex.com' discretion, and must be confirmed in writing by Tigerapex Limited
7. The bidder or buyer whose bid or offer has been accepted will be notified within 7 days, Bidders or buyers who do not receive notification within this period may assume that their bid or offer was not accepted. On enquiry by phone, the successful bid price and bidder's name will be made public.

#### C. Sales

1. Bids or any offers shall principally be submitted in £ sterling. Bids or offers in foreign currencies will be converted at the official exchange selling rate in £ sterling on the day of bid or offer acceptance.
2. Submitted bids or offers are binding offers for the conclusion of a contract to which the bidder or buyer is bound for a period of 7 days following the auction / sale end deadline. You are deemed to have inspected any item offered for sale on the day any offer is made or we accept.
3. Subject to clause 4 below, the sales contract with a bidder or buyer shall be concluded once the auction / sale / buy it now has ended in formless writing or by means of a confirmation of order, eBay email notification, or invoice (Notification of the acceptance), or other.
4. In the event of eBay or Tigerapex website "hard outage" or any other unscheduled system downtime during the last hour of an auction / sale or offer, in the interests of fairness Tigerapex Limited trading as Tigerapex.com reserve the right to avoid the purported contract by a means of instant communication to the highest bidder according to the registered eBay or Tigerapex contact details within a reasonable time, and to thereafter re-list or otherwise dispose of the vehicle.

#### D. Payment

1. Unless otherwise agreed by Tigerapex Limited trading as Tigerapex.com the deposit is to be received within 1 working day of any offer.
2. A breach of this condition shall entitle Tigerapex Limited trading as Tigerapex.com to the full purchase price on demand.
3. Tigerapex Limited trading as Tigerapex.com may also at its discretion otherwise dispose of the goods to mitigate its loss without prejudice to section 2 above.
4. The deposit shall not be construed only as an advance part payment of the contract price, but also as a holding fee from which reasonable costs of Tigerapex Limited trading as Tigerapex.com expenses occurring as a result of a failure of the contract to purchase may be deducted.
5. Unless otherwise agreed by Tigerapex Limited trading as Tigerapex.com Full Payment shall be received by Tigerapex Limited trading as Tigerapex.com within 7 days of the winning buyer notification from the eBay Internet website or any other means without deduction. Cash, cheques, bankers draft, bank transfer or PayPal are accepted as payment only:
  - i) Cash payments of a full invoice amount or part thereof shall be limited to a maximum amount of £9,000.00.
  - ii) Credit or debit card purchases are not accepted for the full balance, only part up to 99% maximum.
  - iii) International Bank Transfers (Ireland inclusive) shall incur a charge of £20.00.
  - iv) Bankers drafts can only be accepted between 9am and 5pm Monday to Friday if presented with the contact number of the issuing branch.
  - v) Cheque payments will only be accepted as Full Payment upon their clearance as verified by Tigerapex Limited trading as Tigerapex.com' bank.
  - vi) PAYPAL PAYMENTS MUST BE AGREED BEFORE PROCESSING WITH Tigerapex Limited trading as Tigerapex.com AND A minimum amount of £25 must be processed thereafter unless previously agreed in writing prior to the transfer by Tigerapex Limited trading as Tigerapex.com.
6. Full Payment must be made before delivery. Payment is to be made in £ sterling. Banking fees, exchange differences and all other deductions are at the Buyer's expense and may not be deducted from the invoice amount.
7. Goods will not be released until all funds are cleared.

#### E. Delivery

1. Unless delivery is stated as FREE or FUEL ONLY charge see E2
2. The Buyer is obliged to collect the goods purchased within 7 days of the date of invoice. This pick-up obligation is one of the Buyer's principal performance obligations. Before removal, the Buyer must make prior arrangements with the contract officer at the storage location concerned.
3. Tigerapex Limited trading as Tigerapex.com, as the exporter, is responsible for adherence of the customs regulations and the export licensing procedure.
4. Goods that are sold ex-storage location. Assistance will be given for loading unless otherwise stated.



5. The Buyer shall be liable for any loss or damage caused by himself or his agents arising out of or in any way in connection with the performance of his contractual obligations (especially during pickup of the goods) and in this context shall indemnify Tigerapex Limited trading as Tigerapex.com and its principals against all relevant third party claims including litigation costs. Unless excluded by law, the Buyer waives all rights to claim against Tigerapex Limited trading as Tigerapex.com and its principals In respect of any loss, damage or injury suffered by him, his personnel or his agents in connection With the take-over, collection or transportation of the goods and in this respect Tigerapex Limited trading as Tigerapex.com and its principals shall also be indemnified against all claims from third parties.
6. The risk of deterioration or loss of the goods transfers to the Buyer on take-over of the goods.
7. In the event that Tigerapex Limited trading as Tigerapex.com is unable to make goods available prior to the transfer of title to the Buyer, or in the event of any dispute between Tigerapex Limited trading as Tigerapex.com and the Buyer, the Buyer is entitled only to reimbursement of any sum received by Tigerapex Limited trading as Tigerapex.com, Further claims against Tigerapex Limited trading as Tigerapex.com are excluded unless the action of Tigerapex Limited trading as Tigerapex.com can be proved as to be deliberate or grossly negligent.

**F. Retention of Title**

1. The title of the goods transfers to the Buyer once full payment of the purchase price has been made and hand over of the goods has been completed.

**G. Warranty and Liability for Defects**

1. **Goods are "sold as seen", excluding any warranty claims.** Tigerapex Limited trading as Tigerapex.com gives no guarantee as to description, quantity, quality, condition, suitability for use and licensing, undamaged history or the non-existence of apparent or hidden defects. Tigerapex Limited trading as Tigerapex.com' liability for incorrect verbal or written information is limited to deliberateness and gross negligence **ALL GOODS are sold as seen with all faults & errors or omission of description (quantity & measure if applicable). Mileage is never guaranteed.**
2. Remarks regarding the description, condition and assortment of the goods as well as indication of quantities in "en-bloc" lots are non-binding. Information, statements and promises are without obligation unless confirmed by Tigerapex Limited trading as Tigerapex.com in writing.
3. The Buyer shall be responsible for adherence, to safety, licensing and environmental protection requirements as well as for applying for operating permits.

**H. Default In Payment, Failure to Remove Goods**

1. If Buyer fails to pay the full amount of the purchase price in due time, Tigerapex Limited trading as Tigerapex.com shall be entitled to charge default interest at 2% above the current Longer Term Refinancing Rate of the European Central Bank, but not less than 6% and to retain all performance ensued from all purchase agreements concluded with the Buyer.
2. If Buyer fails to remove the goods in due time, Tigerapex Limited trading as Tigerapex.com shall be entitled to charge default fees In the amount of storage fees usually Charged by freight forwarders and for expenses to have the goods removed and to store elsewhere on account and risk of the Buyer. Tigerapex Limited trading as Tigerapex.com shall also be entitled to refuse the acceptance of buyers further performance, to sell or dispose of the goods over the counter and to charge the Buyer with all costs and damages incurred.
3. Tigerapex Limited trading as Tigerapex.com RESERVES THE RIGHT TO WITHDRAW ANY LOT FROM SALE AT ANY TIME UP UNTIL DELIVERY.

**G. Website, copyright, finance and warranty**

1. Alternative deals available. Finance subject to status. Written quotations available on request from Tigerapex Limited email or call 0845 8382698 for details. All offers supersede any previous offers. Prices shown are basic vehicle prices only and do not include On The Road Costs for example but not limited to road fund license (car tax) and insurance. Pictures shown are for illustration purposes only and are not necessarily an exact representation of the vehicle.
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Written details on request, and copies of this and other documentation can be requested by email or phone. Telephone number 0845 838 2698 - Email - [help@tigerapex.com](mailto:help@tigerapex.com), further conditions may apply. Other notices may supersede these.

#### **H. Important warranty details**

Every vehicle (Bar TRADE or business to business sales) receives a warranty. We do not bundle and extended warranty and will not give advice in respect to extended warranties. Please be aware no claims will be entered into after delivery or collection has been signed off by you. Should you not take a warranty; an independent vehicle inspection can be arranged by you or a trusted knowledgeable mechanic inspection before payment and delivery or collection. Once you have signed our receipt we will not enter into any negotiation or claim process.