

Assured Vehicle Appraisal Provided by Aston Barclay

Terms & Conditions

Please read these Terms & Conditions carefully before bidding on or buying a vehicle

You will be bound by these Terms & Conditions in relation to those vehicle areas covered within

Copies of these Terms & Conditions are available from Aston Barclay premises or upon request from assuredclaims@astonbarclay.net without charge

Aston Barclay Limited

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STEP 1: A Buyer purchases a vehicle.

Aston Barclay will be governed by:

- 1. the contract for the purchase of the vehicle between Aston Barclay and the Buyer;
- 2. Aston Barclay's General Conditions of Auction; and
- 3. Aston Barclay's Online User Terms and Conditions.

The General Conditions of Auction are available <u>here</u> and the Online User Terms and Conditions are available <u>here</u>.

Aston Barclay may also provide the Scheme in relation to such vehicles. The Scheme provides the Buyer with additional benefits and terms, as set out in these Assured Vehicle Appraisal Provided by Aston Barclay Terms and Conditions ("**Terms and Conditions**").

In the event of any conflict or ambiguity between the documents, these Terms and Conditions shall take precedence, and then the documents listed at 1-3 above (in their listed order).

Unless defined otherwise in these Terms and Conditions, defined terms in these Terms and Conditions shall have the meaning given to them in Aston Barclay's General Conditions of Auction and/or the Auction Dictionary here (where applicable).

STEP 2: Check if the vehicle receives benefit of the Scheme.

These Terms and Conditions set out the terms of the Scheme. They are the contract between Aston Barclay and Buyers of vehicles sold with the benefit of the Scheme.

A vehicle sold under the Scheme will: (i) be identified on the catalogue; and (ii) be identified by the relevant Aston Barclay Assured Inspection Report displayed in the vehicle's windscreen and appended to the online condition report in respect of the vehicle in question (note this does not include Assured Lite – see below).

An "Aston Barclay Assured Inspection Report" is an independent inspection of a vehicle carried out by a third-party inspector. It covers the criteria such as those set out in the example Aston Barclay Assured Inspection Reports in Appendix 1, Appendix 2 and Appendix 3.

The Aston Barclay Assured Inspection Reports are categorised into three levels:

- Aston Barclay "Assured Lite". This is provided for all vehicles over 12 years old or with more than 120,000 miles. This report focuses on essential features, such as the operation of key systems, and provides a quick "at-a-glance" view for Buyers before making their bid. This is an information-only report.
 - PLEASE NOTE: Assured Lite is <u>not</u> part of the Scheme and is not subject to these Terms and Conditions.
- 2. Aston Barclay "Assured". This is a more detailed inspection for vehicles under 12 years old and with less than 120,000 miles. It is part of the Scheme and subject to these Terms and Conditions.
- 3. Aston Barclay "Assured EV / Hybrid". This is an inspection tailored for electric and hybrid vehicles. It is part of the Scheme and subject to these Terms and Conditions.

Further details about the Aston Barclay Assured Inspection Reports and the Scheme benefits can be found in the Buyer's Guide, available <u>here</u>.

STEP 3: Check what is covered by the Scheme.

Aston Barclay has partnered with third-party inspection provider(s) to assess vehicles and produce the Aston Barclay Assured Inspection Report. In this Aston Barclay Assured Inspection Report, you can see what, in particular, is covered by the Scheme for the relevant vehicle.

Third party inspection providers will note any material issues with the vehicle in the Aston Barclay Assured Inspection Report. Third party inspection providers shall only inspect what they can and are able to assess on the vehicle while it is in their possession. If they are unable to inspect a vehicle or any part of it because they cannot gain access to it (for example, where the bonnet latch does not work and the third party inspection provider cannot therefore check fluid levels and/or contamination) then then this will not be included in the inspection and the Aston Barclay Assured Inspection Report.

Items which may be included on a vehicle's Aston Barclay Assured Inspection Report

The levels of the various fluids listed below are between minimum & maximum level:

- ☑ Engine Oil Level (between min & max)
- ☑ Brake Fluid Level (between min & max)
- ☑ PAS Fluid Level (between min & max)
- ☑ Coolant (between min & max)
- ☑ Oil Contamination (visual only)

Aspects of the engine operation as described below:

- ☑ Engine Starts (with or without the aid of a battery pack)
- ☑ Engine Runs

Dashboard lights:

☑ The dashboard warning lights that are visibly illuminated

Brakes checks:

- Brakes can bring the vehicle to a halt within 20 metres based on operation in the test lane to a maximum acceleration of 10 mph.
- ☑ Parking Brake or handbrake will hold the vehicle in a stationary position

Other mechanical and electrical items are operational where applicable:

- ☑ Gears. First and Reverse Gears can be selected, and a limited drive test will propel the vehicle accordingly. This will apply to manual and auto gearboxes. All available gears (excluding auto boxes) can be selected statically with engine running at idle
- Air conditioning. The system receives power
- ☑ Satellite navigation. The system receives power when operated
- ☑ Central locking excluding operation by remote key fob
- Electrically operated convertible roof operates fully

- ☑ Electrically operated sunroof operates fully
- ☑ Windscreen wipers and washer pump operate Jet spread, washer fluid level and wiper blade condition not covered
- ☑ Lights. All work, flash as intended including Main Beam. Excluding directional lights and automated functions, low light compensation etc. Alignment not checked

STEP 4: Consider the scope and limitations of the Scheme.

Check what is included in the scope of the Scheme.

What is covered in the Scheme

- ☑ The Scheme applies only to vehicles purchased by buyers who are **resident in England**, **mainland Scotland and Wales**
- ☐ The Scheme applies to those aspects of a vehicle that are **identified on the relevant Aston**Barclay Assured Inspection Report as being covered by the Scheme
- Claims will only be considered when there is a fault, as described below, that is apparent when the vehicle is stationary, and the engine is running:
 - i. where a manual gearbox is fitted, one or more of the gears cannot be engaged with the engine running
 - ii. where an automatic gearbox is fitted, one or more of the gears that is indicated on the gate as being available for manual selection cannot be engaged with the engine running
 - iii. where a semi-automatic gearbox is fitted, one or more of the gears which should be available for manual selection cannot be engaged with the engine running
- Regarding a vehicle's brakes, the first and reverse gears will only be considered under the Scheme if after selecting first or reverse gear, the vehicle fails to move forwards or backwards (as applicable) and come to a stop within 20 metres
- Claims will only be considered under the Scheme in respect of a vehicle's satellite navigation systems and/or air conditioning systems if, when they are switched on using the controls provided, the item in question fails to receive power. For the avoidance of doubt, no claims will be considered when the fault is the result of no data feed for the navigation system or gas for the air conditioning system

Some items are not included in the scope of the Scheme

What is not covered in the Scheme and items that Aston Barclay shall not be liable for (and Buyers should not make a claim for)

- Faults with aspects of the vehicle that are not listed on a vehicle's Aston Barclay Assured Inspection Report as being covered by the Scheme
- The Scheme applies to those aspects of a vehicle that are **identified on the relevant Aston**Barclay Assured Inspection Report as being covered by the Scheme
- Any upgrades, changes or modifications to the vehicle made after the inspection
- Any structure, assembly, component or internal mechanism
- Any sudden mechanical failures of items that are not listed on a vehicle's Aston Barclay Assured Inspection Report as being covered by the Scheme (with particular reference to brakes, turbochargers and gearboxes)
- The consumption of oil, fuel or any other fluid

- All fluid leaks
- The condition or type of brake lining materials
- The condition of brake fluid
- Warning messages or lights (other than dashboard warning lights that are visibly illuminated)
- The condition, functionality or performance of satellite navigation systems or in car entertainment systems, beyond an indication as to whether or not any such items appear to receive power when switched on in the normal fashion using the controls provided (as per clause 3.6)
- The condition, functionality or performance of alarm systems
- The condition, functionality or performance of vehicle technical systems, that is, automatic or computerised operating systems, which may be controlled by microprocessors
- Cylinder compression
- The condition, functionality or performance of vehicle electrics and electronics; save for the assumption that power is delivered to the items checked
- The accuracy of in-car computer systems
- Exhaust emissions, other than noting observations as to visual excessive smoke
- The condition, functionality or performance of catalytic converters
- The condition, functionality or performance of LPG, biofuel or hydrogen systems
- The condition, functionality, performance or efficiency of air conditioning systems, beyond an indication as to whether or not any such items receive power when switched on in the normal fashion using the controls provided
- Non-standard accessories as a result of personal modifications or otherwise
- The condition, functionality or performance of key fobs or remote control devices
- The condition, functionality or performance of propulsion batteries in Electric Vehicles (EVs), Hybrid Electric Vehicles (HEVs) and Plug in Hybrid Electric Vehicles (PHEVs), (see Appendix 2 for checks on EV, HEV and PHEV vehicles over and above those described in the main body of this document)
- Water leaks into the passenger or luggage compartments
- The replacement of any components of the vehicle which are not the original components or have been replaced by components which have not been manufactured by the manufacturer of the vehicle
- Any errors in the authenticity of the vehicle V5C Registration Document, the mileage as indicated by the odometre, the MOT certificate, the Excise License, the VIN Number, the Engine Number, the Registered Number or the vehicle service history
- Excessive engine smoking not present at the time of testing but which develops as a result of a fault that is not covered by the Scheme

- Any repairs completed without following the Scheme claims procedure will not be reimbursed and will exclude any further claims
- Accident damage, any impact damage, negligence or driver abuse which render components inoperative
- This Scheme does not cover component failure due to lack of lubrication, failure to check other fluid levels and adjusting where necessary or ignoring any warning signals, gauges or lights
- This Scheme does not cover any indirect or consequential damage, losses or third party claims howsoever caused
- Software updates and coding excluded from cover on authorised claims

Buyers cannot make claims in relation to issues that have been specifically excluded from the Scheme.

STEP 5: What is in the Aston Barclay Assured Inspection Report?

Items listed on the Aston Barclay Assured Inspection Report, may not necessarily be in a new or perfect condition but are considered by an objective assessment, in a working state or condition.

Where an item in the Aston Barclay Assured Inspection Report is marked "requires attention", this indicates that the state or condition of the item is below that described above. The Buyer will have no entitlement to claim under the Scheme for any item, which has been marked "requires attention".

The condition and functionality of any part of the vehicle not listed on the Aston Barclay Assured Inspection Report is sold "as seen" and any defect will not entitle the Buyer to make a claim under the Scheme.

The Buyer will still have its rights and remedies under to the General Conditions and/or the Online User Terms and Conditions

STEP 6: Claims process.

The Buyer's only remedy against Aston Barclay in respect of a claim under the Scheme shall be to make a claim via the process set out in this section.

For **all claims**, the Buyer must comply with the following: (see page 9)

The Buyer must notify Aston Barclay within two working days of the vehicle leaving Aston Barclay's premises and/or within two days of the Buyer taking delivery of the vehicle if

Provide Aston Barclay with all the required evidence within 7 days of the initial claim being raised. Failure to do so will result in the claim being closed

3

Provide Aston Barclay with details of the alleged fault together with sufficient supporting evidence to the satisfaction of Aston Barclay such evidence may include, without limitation, photographic or video evidence

The Buyer must ensure that it has paid for the vehicle in accordance with the terms set out in Aston Barclay's General Conditions of Auction, or on the terms as otherwise agreed with Aston Barclay

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Ensure that it is an Aston Barclay authorised Buyer

It is up to the Buyer to prove when and how an issue occurred with the applicable vehicle, to the satisfaction of Aston Barclay. To assist, the Buyer should submit the Aston Barclay account details, the registration number, sale and collection dates, current milage and supporting photos and videos

Provide company name, number and address or if not company Buyer, Buyer name and address, that purchased the vehicle in the notification and claim

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If a Buyer believes that there is a fault with the condition or functionality of any aspect of a vehicle that is covered by the Scheme,

- that was not reported in accordance with these terms; and
- (i) (ii) that the Buyer wishes to make a claim in respect of,

Then the account holder or authorized Buyer must complete the Aston Barclay claim form found here and email it to assuredclaims@astonbarclay.net. Claims forms are also available from any Aston Barclay site.

Once the claim has been received the Aston Barclay Claims team will record, assess and adjudicate the claim against the terms of the Scheme and reach a judgement accordingly. Aston Barclay may request additional information or documentation in order to make a full assessment of the claim. Any rejection of a claim will be clearly communicated

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For **all claims**, the Buyer must comply with the following:

1 Make the vehicle available for inspection

Preserve the condition of the vehicle, which shall include each of the following:

In the case of a vehicle for which any aspect other than the air conditioning, satellite navigation, in car entertainment, central locking or electric roof or sunroof has been described in the Aston Barclay Assured Inspection Report as 'requires attention', refrain from attempting to move the vehicle under its own power before it has been inspected by the nominated repairer designated by Aston Barclay Claims team

In all other cases, **refrain from using the vehicle insofar** as that is reasonably practicable, and in any event does **not exceed 250 driven miles**, before it has been inspected by the nominated repairer designated by Aston Barclay Claims team

Not under any circumstances carry out, or attempt to carry out any repairs or other works to the relevant item(s) or part(s) of the vehicle before it has been inspected by persons designated by Aston Barclay Claims team

STEP 8: What are the remedies?

Once a claim has been submitted, Aston Barclay will review the claim.

If the vehicle inspection arranged by Aston Barclay Claims team confirms that the defect reported by the Buyer should result in remedial action under the terms of the Scheme then, at the Aston Barclay Claims team's sole discretion:

- Aston Barclay may appoint a repairer of its choice or move the vehicle to the repairer's premises to carry out whatever work is required to correct the defect at the cost of Aston Barclay; or
- Aston Barclay may authorise payment to the Buyer as a contribution towards the cost of repairing the vehicle. Before doing this, the quote for repair will need to be provided to the Aston Barclay Claims team, such quote including (as a minimum) the date, the customer (purchaser), the 'repairers' details, a breakdown of the work to be performed and the vehicle registration; or
- Aston Barclay may arrange for the vehicle to be returned to Aston Barclay's premises and for Aston Barclay to pay to the Buyer the full sum invoiced and paid in respect of the vehicle excluding the charge levied under the Scheme.

It is not guaranteed that an inspector will be despatched to assess the vehicle.

When Aston Barclay has appointed a repairer (if any) in accordance with the above clause, then Aston Barclay will be the sole point of contact for the Buyer and the Buyer will not make contact with the repairer direct.

STEP 9: Appeal process.

The Buyer may appeal the decision made by Aston Barclay, provided that the following process is followed:

1

The claims process has been followed in full

2

The Buyer must make an appeal by **sending an email** to assuredclaims@astonbarclay.net **within five business days** of receipt of the notice of decline with a full explanation written of the reason for the appeal

3

Aston Barclay will review the reasons given and if it deems appropriate it will request a third party Inspection Team to dispatch an onsite Inspection Manager to the Buyer's premises or Repair Centre to inspect fully and report back to Aston Barclay outcome of the inspection

4

If on review Aston Barclay deems the appeal is ${\bf valid}$, the appeal process will be actioned and Aston Barclay will look to provide a remedy as set out in Step 8

5

If on review Aston Barclay finds the appeal is **not valid**, Aston Barclay will notify the Buyer and the appeal will be closed

STEP 10: Consider what Aston Barclay is not liable for.

There are some items that Aston Barclay is not liable for in addition to those items set out in Step 4:

Aston Barclay shall have **no liability** in respect of any claim(s) made where **in the opinion of the Aston Barclay Claims Team**:

- The Buyer, or any third party acting while the vehicle is in the custody and control of the Buyer, fails to exercise reasonable skill and care when using the vehicle in question
- The Buyer, or any third party acting while the vehicle is in the custody and control of the Buyer, attempts to repair any aspect of the vehicle without Aston Barclay express authority
- The defect arose because of **wilful damage**, **modifications or negligence of the Buyer**, or any third party acting while the vehicle is in the custody and control of the Buyer
- The defect arose while in the Buyer's custody and control and was the consequence of a defect noted as requiring attention on the Aston Barclay Assured Inspection Report, that would **not have occurred if the Buyer had taken reasonable care when using the vehicle**. An example, but not limited to, is driving the vehicle while an engine management light is displayed
- Any claim(s) made where the Buyer fails to return the keys, V5C, MOT, service book and any other documentation sold with the vehicle
- Any claim where Aston Barclay requires the vehicle to be repaired, and where necessary, the Buyer does not return or allow the return of the vehicle
- Any claim(s) fall outside the Scheme

There are exclusions in addition to the above:

Additional Exclusions

- Aston Barclay shall not be liable to a Buyer who has not complied with the claims process
- Neither the third-party inspection provider nor Aston Barclay shall be liable to a Buyer, whether in contract, tort (including negligence) breach of statutory duty, or otherwise, for any loss of profit, retail, business or goodwill, or any pure economic, indirect or consequential loss
- Nothing contained in these conditions purports to exclude any liability for any loss that cannot by law be excluded, including any fraudulent statement or act or death or personal injury
- Aston Barclay is **not responsible** for losses you and/or the Buyer suffer caused by **something** you and/or the Buyer could have avoided by taking reasonable action

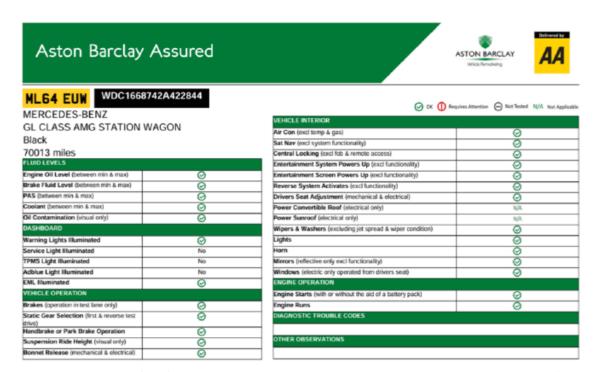
STEP 11: Consider any additional costs.

- Where Aston Barclay appoints a repairer of its choice, moves the vehicle to the repairer's premises to carry out whatever work is required to correct the defect, or where the repairs are not executed within a franchised dealer network approved repair site, parts liability will be costed using parts that are available outside the dealer network through car part suppliers
- Oils & Antifreeze if part of repair based on cost from Euro Car Parts up to a maximum contribution of £50 + VAT

STEP 12: Review the additional important terms in these Terms and Conditions, below.

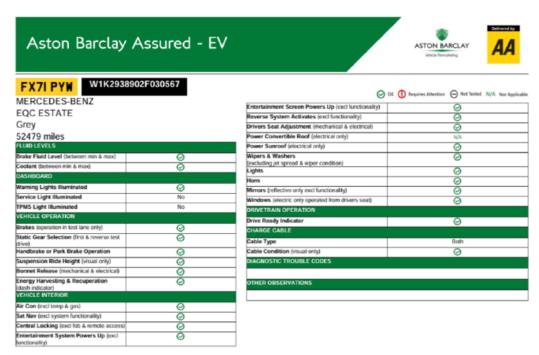
- Zero-Tolerance: Aston Barclay, the third-party inspection provider and the repairing agents, all adopt a zero-tolerance approach to matters of abuse in whatever form it may take. As this stated zero tolerance approach forms part of these Terms and Conditions, a claim may be rejected where such abuse takes place, and may also lead to an already accepted claim being rejected at any stage thereafter.
- Rejecting Claims. A claim may be rejected by Aston Barclay, including (without limitation) where the: claim is made in relation to an item not covered by the Scheme and that Aston Barclay is not liable for; claim is in relation to an item marked as "requires attention" on the applicable Assured Report; vehicle is not subject to the Scheme; claims process was not followed by the Buyer including submission outside a time limit or failure to produce the required details or enough evidence; and/or Buyer failed to make the vehicle available for Aston Barclay's inspection.
- **Communication.** The Buyer must deal with Ason Barclay and not the repairing agent directly.
- **Personal**: The Scheme is only for the benefit of the Buyer and is nontransferable. The original Buyer may not transfer, assign, sell or otherwise deal with their rights and obligations under these Terms and Conditions and any attempt to do so shall be considered void.
- **Partnership / Joint Venture:** Nothing in these Terms and Conditions is intended to, or will be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter any commitments for or on behalf of any other party.
- **Subcontracting:** Aston Barclay may sub-contract the performance of any or all of its obligations and responsibilities under these Terms and Conditions to third parties, including (without limitation) the third-party inspection provider and the repairing agents.
- **Complaints**: Aston Barclay's customer service team will do their best to resolve any problems you have with us or Aston Barclay's products. The complaints procedure is set out in Section 8 of Aston Barclay's General Conditions of Auction.
- **Severability**: If any part of these conditions is held by a court or other authority of competent jurisdiction to be unenforceable, or unlawful, the validity of the remainder will not be affected.
- **Third Party Rights:** These conditions are enforceable only by Aston Barclay, the third-party inspection provider and the Buyer. It is not intended that anyone else has a right to enforce them whether under the Contract (Rights of Third Parties Act) 1999 or otherwise save that Aston Barclay has such rights solely where it is necessary to assert that it has no contractual obligations to Buyers in respect of the Scheme, or under these Terms and Conditions.
- Law and Jurisdiction: These Terms and Conditions shall be interpreted in accordance with and governed by the Laws of England. Wherever you live, you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the English courts or the courts of the country you live in. Claims by either party shall not be brought outside the foregoing jurisdictions.

APPENDIX 1 - SAMPLE ASTON BARCLAY ASSURED INSPECTION REPORT



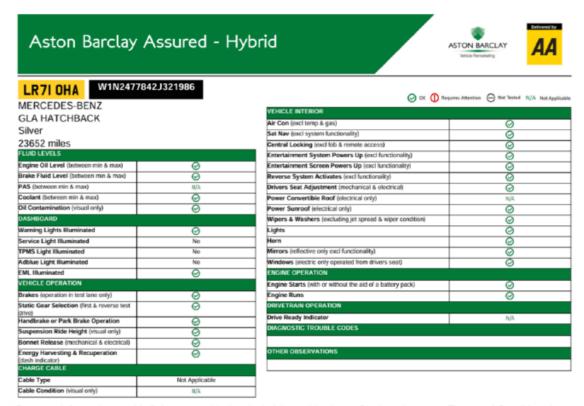
For more information on this Scheme, provided and administered by Aston Barclay, please see Terms and Conditions here.

APPENDIX 2 - SAMPLE ASSURED EV REPORT



For more information on this Scheme, provided and administered by Aston Barclay, please see Terms and Conditions here.

APPENDIX 3 – SAMPLE ASSURED HYBRID REPORT



For more information on this Scheme, provided and administered by Aston Barclay, please see Terms and Conditions here.

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