

Warranties 4U.

Terms and Conditions.

Service Agreement.



TERMS AND CONDITIONS – SERVICE AGREEMENT

1. Definitions

For the purposes of this Agreement, unless the context otherwise requires:

"Agreement" means these Dealer Terms and Conditions together with any schedules, price lists, policies or documents referred to within them.

"Dealer" means the individual, partnership, company or other business entity appointed by Warranties 4U to market and sell its Products.

"Warranties 4U" means Warranties 4U, the provider and administrator of the Products.

"Products" means any vehicle warranty, guarantee, breakdown assistance, maintenance product or any other product or service supplied or administered by Warranties 4U from time to time.

"Price List" means the current pricing schedule issued by Warranties 4U and amended periodically.

"Business Day" means any day other than a Saturday, Sunday or public holiday in England and Wales.

2. Appointment

Warranties 4U appoints the Dealer as a non-exclusive authorised reseller of its Products.

Nothing in this Agreement creates a partnership, joint venture or employment relationship between the parties.

The Dealer shall act as an independent business and shall not hold itself out as an employee or legal representative of Warranties 4U except where expressly authorised in writing.

Warranties 4U reserves the right to appoint additional Dealers within any geographical area.

3. Dealer Obligations

The Dealer agrees to:

- Promote Warranties 4U Products professionally and ethically.
- Present Products accurately and honestly.
- Sell Products only in accordance with the latest documentation provided by Warranties 4U.
- Ensure every customer receives all relevant warranty documentation before or immediately after purchase.
- Explain warranty cover, exclusions, claim procedures and servicing requirements.
- Collect all premiums due from customers.
- Submit warranty registrations promptly and accurately.
- Ensure all customer details supplied are complete and correct.
- Maintain appropriate records of all warranty sales.

- Comply with all applicable UK legislation relating to motor trade businesses, consumer protection and fair trading.
- Cooperate with Warranties 4U in relation to audits, compliance checks and customer enquiries.
- Notify Warranties 4U immediately of any complaint which may affect the reputation of either party.

The Dealer shall ensure every vehicle sold with a warranty:

- Is roadworthy at the point of sale.
- Has undergone appropriate pre-delivery inspections.
- Has no known defects that have not been disclosed to the customer.
- Meets the eligibility criteria for the selected warranty product.

4. Dealer Restrictions

The Dealer shall not:

- Amend or alter any warranty wording.
- Change pricing without written approval.
- Offer discounts or incentives that have not been authorised.
- Misrepresent the scope of cover.
- Promise acceptance of any claim.
- Approve repairs on behalf of Warranties 4U.
- Use the Warranties 4U name, logo or branding outside approved marketing materials.
- Make statements likely to damage the reputation of Warranties 4U.

Any breach of this section may result in immediate termination of this Agreement.

5. Product Sales

Products shall only be sold for vehicles meeting the published eligibility criteria.

The Dealer accepts responsibility for ensuring all information entered during warranty registration is accurate.

Where incorrect information has been supplied, Warranties 4U reserves the right to amend, suspend or cancel the warranty.

The Dealer must ensure warranties are registered within the timescales specified by Warranties 4U.

6. Warranty Renewals

Unless otherwise agreed in writing, all renewal invitations, renewal quotations and renewal payments shall be managed directly by Warranties 4U.

The Dealer shall not contact existing warranty customers for renewal purposes without prior written consent.

7. Pricing and Payment

Products shall be purchased at the prices shown in the current Price List.

Warranties 4U reserves the right to amend pricing at any time by giving reasonable notice.

Invoices shall be payable within the payment terms stated on each invoice.

An initial credit facility of £3,000 will apply during the first three months of trading and may be reviewed based upon payment history, trading volume and account performance.

Failure to remain within agreed credit limits may result in suspension of further warranty sales.

8. Late Payments

Where payment is overdue Warranties 4U may:

- Suspend the Dealer's account.
- Refuse new warranty registrations.
- Decline or suspend claims where permitted.
- Withdraw credit facilities.
- Cancel outstanding warranties where payment remains outstanding for more than thirty days from the warranty commencement date.

Interest will be charged at 5% above the Bank of England base rate, calculated daily until payment is received in full.

The Dealer shall also be responsible for any reasonable costs incurred in recovering overdue amounts.

9. Data Protection

Both parties agree to comply with the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018 and all other applicable privacy legislation.

Warranties 4U shall act as Data Controller for customer information submitted for warranty purposes.

The Dealer shall ensure all customer information is collected lawfully and with the appropriate consent where required.

Customer information shall only be used for legitimate business purposes connected with the warranty.

10. Marketing and Intellectual Property

All trademarks, logos, branding, brochures, digital content, documentation and promotional materials remain the exclusive property of Warranties 4U.

The Dealer is granted a limited licence to use approved marketing materials solely for the

promotion of Warranties 4U Products.

No intellectual property rights are transferred under this Agreement.

Upon termination, the Dealer shall immediately cease using all branding and return or destroy all materials upon request.

11. Claims Administration

All warranty claims shall be administered solely by Warranties 4U.

The Dealer has no authority to authorise repairs or approve claims.

Warranties 4U reserves the right to request repair estimates, invoices, service history, diagnostic reports and any additional documentation necessary before considering a claim.

Claims may be rejected where information is incomplete, inaccurate or fraudulent.

12. Compliance and Audit

Warranties 4U reserves the right to inspect the Dealer's records relating to warranty sales upon giving reasonable notice.

The Dealer agrees to cooperate fully with any compliance review or audit.

Any discrepancies identified during an audit must be rectified promptly.

13. Duration and Termination

This Agreement shall continue until terminated by either party by giving thirty (30) days' written notice.

Warranties 4U may terminate this Agreement immediately where the Dealer:

- Commits a material breach of this Agreement.
- Fails to make payment when due.
- Becomes insolvent.
- Engages in fraudulent or misleading conduct.
- Damages the reputation of Warranties 4U.

Upon termination the Dealer shall:

- Stop selling Warranties 4U Products.
- Return all marketing materials.
- Remove all Warranties 4U branding from its premises, website and advertising.
- Pay all outstanding invoices immediately.

14. Limitation of Liability

Warranties 4U shall not be liable for any indirect, consequential or loss of profit arising from this

Agreement.

Nothing in this Agreement limits liability for fraud, death or personal injury caused by negligence where such liability cannot legally be excluded.

15. Amendments

Warranties 4U may amend these Terms and Conditions from time to time.

Revised Terms shall become effective upon notification to the Dealer or publication of an updated version.

Continued trading following notification shall constitute acceptance of the revised Terms.

16. Governing Law

This Agreement shall be governed by the laws of England and Wales.

Any dispute arising under this Agreement shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

General Provision

These Terms and Conditions constitute the entire agreement between Warranties 4U and the Dealer and supersede all previous agreements, understandings or representations relating to the sale and administration of Warranties 4U Products.

Failure by Warranties 4U to enforce any provision of this Agreement shall not constitute a waiver of its rights.

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

I confirm that I have read and fully understand the Terms and Conditions, points 1 to 16, of this Service Agreement. This confirmation must be signed by the Dealer and the Representative of Warranties 4U Limited.

Dealer Signature:

Dealer Name:

Date:

AAM Signature:

AAM Name:

Date: