



ALGY'S AUTOS IMPORTS Ltd.

Terms and Conditions of the Import Scheme

Registered Company No: HE 279846

Vat Reg No: 10279846E

Introduction

1.) "We" (and related expressions like "us" and "ours") refer to Algys Autos Imports Ltd

2.) "You" (and related expressions like "your") refers to you the customer who has approached Algys Autos Imports Ltd. for the purposes of purchasing a vehicle using our Import services. We shall be employed by you as Agent Only for this purpose. We have 2 Schemes; Scheme1 and Scheme2. They offer 2x different levels of service. See Para 3 and 3a below.

3.) **Scheme 1:** Through our email system you have access to two Major Car Markets, the UK and Japan. In Japan we have the full infrastructure for all details of cars at Trade Auctions which include: full specification, photographs and an independent auction report. We will inspect, purchase and freight from Japan to Cyprus for you. For cars from the UK we offer the same service from all points of sale both Trade and Private, pictures of the cars offered for sale, estimated price data on the road (OTR) Cyprus and details of the car specifications. The commission fee is paid in advance (Euro 500 + Vat) payable prior to bidding or inspection on your behalf. This is Scheme 1.

3a) **Scheme 2:** Our system also allows for the importation of a car from the UK which is already owned by you or you have purchased from the UK

yourself and wish us to take over the collection and delivery to Cyprus. This is Scheme No2.

Agents Commission Fees

4.) The Agent fees are Scheme 1 Euro 500 + Vat per vehicle payable to Algys Autos Imports Ltd. The fee is refundable at any time, until you are successful in securing a car or you instruct to secure. The Scheme 2 is Euro 260 +Vat and paid in advance it is non-refundable after instruction to proceed. For Scheme 2 please move to Para 15.

5.) On confirmation of receipt of the Euro 500 + Vat fee, you are able to bid and request we inspect vehicles at all UK / Japan's auctions (or other point of sale). If you decide to enter a bid for a car you must convey to us in writing, by email, your maximum OTR Cyprus price or purchase price at point of sale, the vehicle lot number and a brief description. If when we inspect or enquire about the vehicle at the auction (or point of sale) it is in our opinion mechanically flawed or in any other way unsuitable for purchase, we reserve the right to refuse your bid at our discretion. We can arrange Car inspections within the UK at the Customer's request. This fee is additional and NOT included in the Agent Fee.

6.) If your car bid price is successful, you will need to transfer the purchase cost of the vehicle and FOB costs to our UK or Cyprus Bank account within 2 days of receipt of our invoice. Payment is either on-line, via Chaps or Bacs. If your bid is unsuccessful you can either bid on further cars until you have a successful bid or have your fee refunded. (Please note if you paid via Paypal the administration fee imposed by Paypal will be deducted). Any bank fees or UK Inspection fees will be deducted.

7.) **Japan Purchase**: We will confirm your successful bid by sending you a confirmation email with all the vehicle details as well as the converted fob price of the car in Euro. (Fob is the term used to include the purchase of the car, vehicle documentation, transportation to the export docks and all associated fees). Details will include estimated Cyprus OTR price including all taxes and duties, Mot / Sva preparation, mot and Sva test (subject to pass)*, Cyprus Registration, road tax and number plates. The commission fee of Euro 500 + Vat is NOT included in the overall estimated OTR Price. The freight fees, Cyprus Import duties and subsequent conformity testing costs are estimated by us using sound knowledge. We can not in any way be held responsible for fees if they in any way differ from the estimated ones supplied to you. They are lawfully payable to UK and Cyprus agencies and paid by you at cost prices.

UK Purchase: : We will confirm your successful purchase UK price by sending you a confirmation email with all the vehicle details. The vehicle documentation is sent via Dhl to Cyprus for you at 30 Euro, transportation to the export docks and all associated fees will be paid by us and invoiced to you after UK Port delivery. These fees should be paid to us upon receipt of the payment required. The freight fees, Cyprus Import duties and subsequent conformity testing costs are estimated by us using sound knowledge. We can not in any way be held responsible for fees if they in any way differ from the estimated ones supplied to you. They are lawfully payable to UK and Cyprus agencies and paid by you at cost prices.

8.) We will only be responsible for the vehicle as specified by you in our email correspondence. Please ensure that the vehicle that you are requesting and pricing details are correct, as they will form the basis of the transaction in which you will be entering.

9.) Once the purchase bid has been accepted, the bid is a legally binding contract between you and us.

10.) The estimated final price stated on the estimated fees document will include calculated import duty, import VAT, and shipment of the vehicle to the Cyprus mainland (Limassol or other pre agreed port), MOT, first registration fee, road tax, number plates, SVA test. Any compliance work will also be estimated, please note however that we cannot be held responsible for variable costs incurred due to MOT failure or changes in legislation that would require further expense to legally register the vehicle.

11.) Payment for the car purchase price in UK / Japan is due strictly within 2 days – Unless otherwise agreed and notified. Failure to pay under these terms will result in storage charges of £10 per day to cover the storage charges accruing in UK / Japan. After 30 days from the notification purchase date, the daily charge increases to £15 per calendar day until payment is made. (See Note 14 below). It may also result in loss of any deposit we have paid on the car for which you will be solely liable. This is the right of the seller to cancel the sale and withhold the deposit if the balance is not paid in a timely manner. Normally in UK it is a **maximum** of 7 days, it **can be** sooner.

12.) Payment “2” is payable as soon as the car has landed in Cyprus. This invoice is payable in Euro and covers the shipping agent charges for customs clearance and terminal handling, freight costs, import duty and VAT. The vehicle cannot be released from the port until this invoice is paid. Failure to pay may result in demurrage and administration charges from the port authority charged on a daily basis which are your liability should they result from your failure to pay the invoice. This payment is to be made to our Cyprus Authorities and Agents and NOT Algys Autos Imports Ltd. These details will be supplied in advance.

13.) Payment “3” is payable in Euro upon completion of all necessary compliance work, SVA testing, MOT testing and any work required to pass the MOT should a re-test be required our Cyprus Garage Agents will contact you a copy invoice and send you all details for collection and payment of the vehicle. This payment is to be made to our Cyprus Garage Agents and NOT Algys Autos Imports Ltd.

14.) If you do not pay the amount owed to us for the purchase price of the car in UK / Japan on its due date, we will give you written notice of non – payment. If you do not pay this amount within 2 days of this notice, we will be entitled to terminate this agreement. We will be entitled to sell the vehicle to recover our losses. You will not be entitled to a refund of your deposit. We reserve the right to seek any and all losses caused by clients bidding and subsequently declining payment of this invoice. Further, in all cases, title is not deemed to have passed to client until all payments due have been made in full.

15.) The vehicle delivery involves shipping of the vehicle from UK / Japan to the Cyprus port using an experienced and reputable shipping company; we therefore cannot accept responsibility for late deliveries. We will not be liable for economic loss, including any loss of bargain and additional costs of purchasing an alternative car, nor for the cost of alternative transport you may incur between the date of placing the order and the final delivery, even in cases where the delivery date has changed. Delays in delivery are no reason for cancellation.

16.) We will not be held in any way responsible for any damage / theft caused in transit from Purchase in UK / Japan to Delivery in Cyprus, whether it be to at Cyprus Garage at Limassol or a third party. No such claim for any damage / theft will be considered by Algys Autos Ltd. Responsibility rests entirely with you to request further cover if required for complete peace of mind. Please contact us to arrange this cover with the shipping company. Similarly, we

cannot be held responsible for any cosmetic, mechanical or electrical defects whatsoever and act as Agents only for the purchase, importation and registration of your vehicle.

17.) If requested by you, our Cyprus Garage Agents will arrange documentation to register the car in the name and address that you have supplied to them. If you require them to register on your behalf you agree to provide a valid certificate of insurance based on the chassis number of the car and any other documentation required by the Cyprus Registration Authority at point of registration. If you request that the Garage register the car this can be done for you at an additional payable before collection.

18.) We take every effort in ensuring that the information presented on the website, in our emails and any other communication is correct and accurate. However we are dependent for this information on third parties and as such cannot assume responsibility for any errors and or omissions.

19) We will not be responsible for the legal consequences of you entering into contracts with third parties and we do not accept liability for any loss, damage or costs.

20.) We will not be liable for any changes in legislation (including but not limited to Cyprus Import and Registration regulations, SVA and ESVA changes).

21.) If any clause herein described is later deemed unenforceable, the contractual terms will apply as if the latter had been omitted.

22.) This contract is governed by Cyprus law and is subject to the jurisdiction of the Cyprus courts

23) Algys Autos Imports Ltd is by no means responsible for the conduct or service given by Cyprus or UK authorities or any third party.

24) Algys Autos cannot be held responsible for changes in Currency exchange rate changes, changes in Import Regulations or Registration Regulations.

Algys Autos Imports Ltd

*Signed today's date as having read and understood.
I understand it my responsibility to question or have explained to me any term or item contained within these terms and conditions.*

Signature:

Date: