

## LEXUS SELECT EXCHANGE POLICY TERMS & CONDITIONS

1. Subject to the following terms and conditions (the “Agreement”), any vehicle purchased from a Lexus Centre with Lexus Pre-Owned status (‘the Vehicle’) may be exchanged for another vehicle (‘the Replacement Vehicle’) at the same supplying centre (‘the Centre’), providing that:
  - a) The Centre is satisfied that the Customer is a private purchaser (and not a trade purchaser or otherwise);
  - b) The Centre is satisfied that, with the exception of fair wear and tear, the Vehicle is in the same condition as at the time of delivery to the Customer;
  - c) The Vehicle is returned to the Centre within 30 days of the delivery date or; the Vehicle has covered no more than 1,000 miles since delivery to the Customer – whichever occurs first.
  - d) The Centre is satisfied that the Customer owns the Vehicle and is fully entitled to exchange under the Agreement
2. The Customer may choose any vehicle as the Replacement Vehicle, provided that:
  - a) It is readily available at the Centre, and;
  - b) It is of an equal or higher value than the original invoice price of the Vehicle. Where the Customer has chosen a Replacement Vehicle with a higher price, the Customer is liable for the price difference which must be paid to the Centre before the exchange takes place.
3. Before any exchange is effected under the Agreement, the Customer shall be responsible for making all the necessary agreements relating to terminating, transferring, taking out or otherwise dealing with the financing arrangements for the purchase of the original Vehicle and the Replacement Vehicle within the 30 day/1,000 mile exchange period. Any exchange shall be subject to the Centre being satisfied with such arrangements. In particular, if the original Vehicle is subject to a Hire Purchase Agreement, a new agreement must be completed and the relevant deposits paid by the Customer within the 30 day/1,000-mile exchange period.
4. The Customer will be responsible for any additional costs resulting from the exchange such as (but not limited to) transferring insurance or personalised number plates.
5. This Agreement only applies to the Vehicle as detailed overleaf. Only one exchange will be considered and this Agreement shall not apply to any Replacement Vehicle.
6. This Agreement does not affect any of the Customer’s statutory rights.
7. This Agreement is only valid within the UK
8. Neither party may assign or transfer its rights under this Agreement without the other's prior written consent.
9. No third party may enforce the terms under this Agreement
10. Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under it if such a delay or failure result from an event, circumstances or cause beyond its reasonable control (excluding contracting third parties) which shall include but not be

limited to acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions or embargo; nuclear, chemical or biological contamination or sonic boom; collapse of buildings, fire, explosion or accident; interruption or failure of utility services (Force Majeure Event).

11. This Agreement is governed by English Law and the Courts of England and Wales shall have exclusive jurisdiction over any dispute arising in connection with it.