

TERMS & CONDITIONS FOR THE RESERVATION SERVICE OF USED CARS

BY MAKING USE OF THE ONLINE RESERVATION SERVICE, THE CLIENT (“YOU/YOUR”) CONFIRM THAT YOU ACCEPT THE TERMS AND CONDITIONS HEREIN AND HAVE ACCURATELY PROVIDED THE INFORMATION REQUIRED FOR THE PERFORMANCE OF THIS SERVICE.

This reservation service for used cars (the “Service”) is offered by Leal and Co. Ltd (“We/Our”), which is incorporated and registered in Mauritius and headquartered at Motorway M1, Pailles, Mauritius.

You will find below the terms and conditions (“Terms and Conditions”) under which this Service allows you to reserve a vehicle.

1. RESERVATION PAYMENT

a) Please note that we reserve the right to reject or cancel a reservation and refund the full Payment (as defined below) subject to the provisions of clause 4. Further, we reserve the right to remove the Service from our website at any time.

b) This Service permits you to reserve only one (1) vehicle by placing a reservation payment of up to Mauritian Rupees five hundred thousand (MUR 500,000/-).

c) Upon receipt of your reservation payment (the “**Payment**”) by us, you will receive a confirmation email from our sales team acknowledging the Payment.

d) The Payment is a sum to be paid for reserving the vehicle only and the amount paid will be deducted from the total final price of the vehicle once you have confirmed the purchase of the vehicle, as per the below.

e) These Terms and Conditions do not constitute a purchase agreement, and your reservation does not reserve you a production slot nor guarantee that you will be able to purchase a BMW that matches any specifications selected by you.

f) Our sales advisors will communicate on the availability of the vehicle, the possibility of doing a viewing of the relevant model, as well as advising you on the process of purchasing a vehicle.

2. YOUR RIGHT TO RESERVE

a) To use the Service, you must be 18 years of age or above, and the details that you provide must be complete and accurate.

b) Your rights with respect to your reservation and the Payment may not be assigned or transferred to anyone else.

c) You represent and warrant that you are not a person, or acting on behalf of a person, designated on any sanctions list imposed by a recognized international organization or State. If at any time these representations fail to be true, your reservation will automatically terminate with immediate effect, without any liability to compensate you whatsoever.

d) You must complete the online reservation process via our website and make the Payment as instructed through our website's payment portal.

e) If you do not receive the reservation confirmation e-mail within forty-eight (48) hours of completing the Payment, please contact us by email on bmwsales@lealgroup.mu.

3. PLACING A RESERVATION

a) The prices of the vehicles on the website are purely indicative, not binding and may be subject to change and/or variation. The final price shall be confirmed only through an official sales quote issued by Leal and Co. Ltd and it is upon receipt of this official sales quote that you shall then confirm your acceptance of the actual purchase price.

b) Our payment portal is run by MIPS Mauritius, our services provider. All reservation payments made through our portal will therefore be processed by MIPS.

c) By accepting these Terms and Conditions, you agree to MIPS and the relevant banks handling the payment transaction, your card details and any other information necessary for such payment transaction to be executed, including but not limited to fraud prevention.

d) All communication between the website and your bank is handled by MIPS.

e) If for any reason a payment by credit card is not available, we will contact you to agree on an alternative payment mechanism.

f) Once you make a confirmed order through acceptance of the terms and conditions contained the official sales quote mentioned at clause 3(a), the Payment will be used as a partial deposit for that order. If you do not confirm your order, your reservation payment will be returned to you. The reservation payment is not subject to interest income whatsoever.

4. CANCELLATION & REFUND

a) You may cancel your reservation at any time and for any reason prior to your confirmation of an order. If you wish to cancel your reservation, please contact us.

b) If you paid your reservation by credit card and your reservation is cancelled for any reason your reservation payment will be refunded on the credit card used to pay it. If you paid your reservation using an alternative mechanism we will agree a refund arrangement with you.

c) If within five (5) working days of the receipt of the official sales quote from Leal and Co. Ltd, you have not confirmed your acceptance of the official sales quote for the vehicle, we will refund your reservation payment without undue delay, and in any event no later than fourteen (14) days after the aforementioned period.

d) In the event that you cancel your reservation, a 10% service charge will be levied on the reservation payment that you have made.

e) In the event that the vehicle for which you have effected a Payment for is not available or remains unavailable, we reserve the right to withdraw the reservation, in which case you will receive a full refund of the Payment.

5. CUSTOMER SERVICE

Should you have any questions or complaints about the Service or wish to contact the customer support team, you may do so by sending an email on bmwsales@lealgroup.mu

6. DISCLAIMER

Specifications and images of the vehicles on our website are of a purely indicative nature may be subject to changes at our discretion.

7. LIMITATION OF LIABILITY

a) To the extent permitted by applicable law, we, or any of our affiliates, shall have no liability to you in respect of:

- i. your transaction with MIPS to effect the Payment; or
- ii. for (a) loss of profit (whether direct or indirect and whether or not reasonably foreseeable by the parties), (b) lost opportunity, or (c) indirect, special or consequential losses.

b) Your sole and exclusive remedy related to your Payment is limited to the refund of your reservation deposit, subject to clause 4(d) above.

c) To the full extent of the law, nothing in these conditions shall limit Leal and Co. Ltd's remedies arising out of illegal activities, including fraud or fraudulent misrepresentation associated with the use of this service.

8. ADDITIONAL TERMS

a) Neither party shall be entitled to assign their rights and obligations under these Terms and Conditions.

b) Your use of our website and the processing of your personal data for the purpose of this Service are governed by our "Privacy Policy," and "Cookie Policy." Please take the time to read these, as they include important terms which apply to you. These can be found at:

<https://www.bmw.mu/en/footer/metanavigation/legal-disclaimer-pool/legal-disclaimer.html>

<https://www.bmw.mu/en/footer/footer-section/cookie-policy.html>

c) Any notices and communications relating to these Terms and Conditions shall be by mail, email or telephone.

d) We may revise these Terms and Conditions from time to time but will in such event provide you with relevant information of the amended Terms and Conditions first. If you do not agree to the changes, you may cancel your reservation.

9. FORCE MAJEURE

a) Neither party is liable for delay or failure to perform its obligations caused by any act of God, fire, government or state, war, act of terrorism, civil commotion, insurrection, embargo, pandemic, a hindrance in obtaining any raw materials or any other reason beyond the control of either party (a “Force Majeure Event”).

b) In the event either party is delayed or unable to perform its obligation as a result of a Force Majeure Event that party shall give written notice to the other and the operation of these Terms and Conditions shall be suspended during the period in which the party is unable to perform the obligations under these Terms.

c) If the Force Majeure Event prevents either party from performing these Terms and Conditions for a period of more than one (1) month, then either party will have the right to terminate on giving written notice to the other party.

10. WAIVER

No failure or delay on the part of either party to exercise any right or remedy under these terms shall be construed or operate as a waiver nor shall any single or partial exercise of any right or remedy as the case may be. The rights and remedies provided in these Terms and Conditions are cumulative and are not exclusive of any rights or remedies provided by law.

11. SEVERABILITY

If any clause, sub-clause, or any part of a clause or sub-clause, of these Terms and Conditions is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from these Terms and Conditions and will be ineffective. All other provisions of these Terms and Conditions will remain in full force and effect with such modifications as may be necessary to give effect to the remaining Terms and Conditions.

12. APPLICABLE LAW AND VENUE

These Terms and Conditions are subject to the laws of Mauritius, and the courts of Mauritius shall have exclusive jurisdiction over any dispute or controversy arising out of or in connection with these Terms and Conditions.

YOU HEREBY CONFIRM THAT:

a) you have read and agree to be bound by these Terms and Conditions;

b) you agree to Leal and Co. Ltd processing your personal data and sharing it with BMW or any other relevant third party as may be required in order to affect a reservation or purchase; and

c) you are above 18 years of age.