

DEALER DECLARATION

To: Paragon Bank PLC

1. We, the supplier identified below, request you to purchase from us the goods at the cash price (being the price at which we are prepared to deal for cash) as stated in the accompanying credit agreement.
2. We now declare:
 - 2.1 that the initial payment shown in the agreement as paid, has in fact been paid as stated, and that any allowance for goods taken in part exchange is reasonable in relation to their value;
 - 2.2 that we are the owners of the goods as specified in the agreement; that they have not been the subject of any previous transaction with the proposed customer and are free from charges and incumbrances, in good order and condition and comply with all legal requirements and with their description in the agreement, and with any representations about them made by our employees or agents to the proposed customer; and that the goods are both a safe product and of satisfactory quality within the meaning of the applicable legislation and fit for any purpose made known to us by the proposed customer;
 - 2.3 that any representation about the goods made by our employees or agents to the customer shall be deemed to have been made to you also;
 - 2.4 that the details of the customer and the goods and other information set out in the agreement are correct in every respect, that the agreement was complete in every respect apart from signatures and dates when presented to the customer for signature, that the customer signed the agreement on our trade premises and in particular a copy of the agreement was handed to the customer immediately he/she signed the original;
 - 2.5 that the agreement when it commences according to its terms, will be fully valid and binding on the customer but that we will withhold delivery until you have intimated acceptance and until insurance in accordance with your requirements has been arranged; and
 - 2.6 that anything contained in any other invoice or document issued by us in respect of these goods which is inconsistent with any statement or promise made by us in this document, shall be of no effect and that the rights conferred upon you by this document are in addition to, and not in substitution for, any terms conditions or warranties implied in favour of a purchaser of goods under the Sale of Goods Act 1979 as amended by the Sale and Supply of Goods Act 1994 and as from time to time further amended.
3. We now agree that:
 - 3.1 if any of the statements contained above are untrue (whether to our knowledge or not), you shall be entitled, at your option, to rescind the sale of the goods to you and require repayment as in clause 3.2.3 below.
 - 3.2 upon the customer giving notice of cancellation under the Consumer Credit Act 1974 ('the Act') or claiming the right to withdraw his offer to take the goods on credit or to rescind the agreement otherwise than under the Act:
 - 3.2.1 where such notice or claim is received by us we shall notify you immediately;
 - 3.2.2 we shall immediately comply with the requirements of the Act, and shall in particular return to the customer all money received from him and all goods taken in part exchange or the part-exchange allowance;
 - 3.2.3 you will be entitled to rescind the sale of the goods (if any) to you and we shall at your request (whether or not there has been such sale) repay you the amount paid by you to us and any commission paid to us in connection with the agreement and we authorise you to debit our account with any such commission credited but not paid.
 - 3.3 our request to you to purchase the goods shall be deemed to have been accepted by your execution of the credit agreement and in consequence of that the property in the goods shall pass to you.

Supplier's name

Address

Postcode

Signature

Date