

LINDA CARS

MASTER TERMS & CONDITIONS

(Website, Digital Platform, Consignment, Purchase & Finance)

1. Definitions

In these Terms & Conditions:

- **“Company”, “Linda Cars”, “we”, “us”, “our”** means **Linda Motors LLC trading as Linda Cars**, operating from Dubai, United Arab Emirates.
- **“Website”** means any website owned or operated by us, including desktop and mobile versions (currently including www.lindacars.com).
- **“Digital Platform”** means the Website and any related online platforms, apps, dealer portals or lead-management tools operated by or on behalf of Linda Cars.
- **“User”** means any person who accesses or uses the Website or Digital Platform in any capacity (buyer, seller, vehicle owner, dealer or visitor).
- **“Buyer”** means any person who reserves or purchases a vehicle through Linda Cars, whether cash or via finance.
- **“Car Owner”, “Consignor”** means any person who authorises Linda Cars to market and/or sell a vehicle on their behalf (including consignment vehicles).
- **“Vehicle”** means any motor vehicle listed, advertised, consigned, reserved, financed or sold through Linda Cars.
- **“Business Day”** means a day on which banks are open for business in Dubai, UAE (excluding Fridays and public holidays).
- **“Major Defect”** means a defect that makes the Vehicle unsafe or unroadworthy, including but not limited to structural/chassis damage, major engine or gearbox failure, or confirmed tampering with odometer readings. Cosmetic issues, minor scratches, dents, stone chips, refurbishment paintwork, wear-and-tear and consumables are **not** Major Defects.

Headings are for convenience only and do not affect interpretation.

2. Scope & Application

2.1 These Terms & Conditions govern:

- use of our **Website and Digital Platform**;
- **consignment and sale** of vehicles on behalf of Car Owners; and
- **reservation, purchase and finance** arrangements for Buyers.

2.2 By accessing the Website or Digital Platform, listing a car with us, submitting any form, paying a deposit or proceeding with a vehicle purchase, you confirm that you have read, understood and agree to be bound by these Terms & Conditions.

2.3 If you do not agree to these Terms & Conditions, you must not use the Website or Digital Platform, consign a vehicle with us, or proceed with any reservation or purchase.

3. Website & Digital Platform Use

3.1 Access and Changes

3.1.1 You may only access and use the Website and Digital Platform in accordance with these Terms & Conditions.

3.1.2 We may update, modify, suspend, limit or discontinue any part of the Website or Digital Platform at any time without notice where reasonably required for business, security or technical reasons.

3.1.3 We do not guarantee that the Website or Digital Platform will always be available, uninterrupted or error-free. Availability depends on third-party networks and infrastructure which are outside our control.

3.2 Acceptable Use

3.2.1 You must not use the Website or Digital Platform:

- for any unlawful purpose or to violate the rights of any person;
- to upload or distribute malware, viruses or malicious code;
- to attempt unauthorised access, hacking, data scraping or security bypass;
- to send spam, unsolicited messages or harassing content; or
- in any way that may damage, disable or impair our systems or reputation.

3.2.2 You are responsible for maintaining the confidentiality of any login or account details and for all activities carried out under your access.

3.3 Intellectual Property

3.3.1 We (and our licensors, where applicable) own all intellectual property rights in and to the Website, Digital Platform and their content, including text, images, graphics, logos, software and code.

3.3.2 You may not copy, reproduce, modify, reverse engineer, distribute, resell or create derivative works from the Website or any part of it, except as permitted by applicable law or with our prior written consent.

3.3.3 If you provide us with feedback, suggestions or ideas regarding the Website or our services ("Improvement Suggestions"), you agree that all intellectual property rights in such Improvement Suggestions belong to us and may be used by us without restriction or compensation.

3.4 Third-Party Websites & Content

3.4.1 The Website or Digital Platform may contain links to third-party websites, portals or services. These are provided for convenience only.

3.4.2 We do not control, endorse or accept responsibility for third-party websites, their content, products or services. Your use of them is at your own risk and subject to their own terms and policies.

4. Digital Platform Features & Leads

4.1 Selling a Vehicle via the Digital Platform

4.1.1 Users who submit vehicle details through our Website or Digital Platform for the purpose of selling or advertising a vehicle must ensure that all information provided is accurate, complete and not misleading.

4.1.2 By submitting vehicle details, you authorise us to:

- review and process the information;
- market the Vehicle through our Website, Digital Platform, social media and other channels; and
- share the listing with potential Buyers or partner dealers, including your name and contact information where necessary to facilitate contact and negotiation (unless you clearly instruct us otherwise in writing).

4.1.3 You warrant that:

- you are the legal owner of the Vehicle or are duly authorised by the owner to market and sell it; and
- the Vehicle is not subject to undisclosed finance, liens or legal restrictions that would prevent its sale.

4.2 Request a Car / Buyer Leads

4.2.1 Buyers may use the Digital Platform to request specific vehicles or models (“Request a Car”). The information you submit (including your contact details and preferences) may be shared with partner dealers or vehicle suppliers to help locate a suitable vehicle.

4.2.2 By submitting a Request a Car form, you consent to:

- your request being visible to selected dealers or partners; and
- those parties contacting you directly using the contact information you provided.

5. Consignment Agreement – Car Owners

This section applies where a Car Owner consigns a Vehicle to Linda Cars for sale.

5.1 Consignment Purpose & Exclusivity

5.1.1 The Car Owner acknowledges that the Vehicle is left with Linda Cars **solely for the purpose of marketing and selling it on a consignment basis**.

5.1.2 During the consignment period, the Vehicle must **not** be advertised for sale by any other dealer, platform or individual, unless agreed by us in writing.

5.1.3 A copy of the valid registration card and insurance for the Vehicle must be provided at the time of consigning.

5.2 Advertising & Promotion

5.2.1 We may advertise and promote the Vehicle on any online or offline channels we consider effective, including our Website, social media, classified platforms, partner dealer networks and digital leads tools.

5.2.2 We may photograph and film the Vehicle and use such material for marketing during and after the consignment period.

5.3 Insurance & Physical Damage

5.3.1 The Car Owner acknowledges that the Vehicle’s insurance provider is primarily responsible for any physical damage while the Vehicle is in our possession.

5.3.2 If, for any reason, the insurance does not cover such damage, Linda Cars will arrange and pay for the necessary repairs at our cost.

5.4 Vehicle Condition & Owner Warranties

5.4.1 The Car Owner represents and warrants that:

- the Vehicle is not a flood-damaged vehicle and has not been declared a total loss by any insurer or authority;
- the Vehicle has not been involved in any major accident and has no structural or chassis damage or chassis repairs;
- the Vehicle is free from significant mechanical faults and meets applicable road safety standards; and
- all disclosed mileage and history information is true and accurate to the best of their knowledge.

5.4.2 If we discover that any of the above representations are false or misleading, the Car Owner agrees to:

- refund to us any amount paid by us in connection with the Vehicle (if applicable); and
- reimburse us for all costs, expenses and losses incurred as a result, including marketing expenses, inspection fees and any compensation paid to a Buyer.

5.5 Price, Offers & Commission

5.5.1 The Car Owner and Linda Cars will agree on a **minimum sale price** or acceptable price range for the Vehicle.

5.5.2 Linda Cars may, at its discretion, sell the Vehicle for any amount **above** the agreed minimum sale price. Any amount received above that minimum is deemed to be a **service fee/commission** payable to Linda Cars for arranging and completing the sale.

5.5.3 The Car Owner acknowledges that they have no right to request or inspect the final sale price obtained from the Buyer, provided that the Car Owner receives the agreed amount as per the consignment agreement.

5.6 Test Drives, Movement & Inspection

5.6.1 The Car Owner authorises Linda Cars to drive the Vehicle for up to **150 kilometres** in total for inspection, testing and demonstration purposes.

5.6.2 Test drives with external Buyers will only be conducted in accordance with our internal policies and, where required, with the Car Owner's consent.

5.7 Consignment Period, Removal & Fees

5.7.1 The Vehicle must remain in our possession for a **minimum period of 20 days** from the date of consignment.

5.7.2 If the Car Owner demands the return of the Vehicle before the expiry of the 20-day minimum period, a fee of **AED 5,000** will be payable to Linda Cars to cover administration and marketing costs.

5.7.3 If the consignment period ends and the Vehicle has not been sold at the agreed price, the Car Owner may request to remove the Vehicle. Before removal, the Car Owner must pay any additional expenses incurred at their request (for example, extra detailing, specific inspections or paid advertising).

5.8 Repairs & “Unfit for Sale” Findings

5.8.1 The Car Owner is responsible for the cost of repairing any defects or faults identified prior to sale, unless otherwise agreed in writing.

5.8.2 If an authority or certified workshop declares the Vehicle unfit for sale, we will notify the Car Owner, who must collect the Vehicle within **24 hours** or within a reasonable time agreed with us.

5.8.3 We will not undertake repairs on the Vehicle without the Car Owner’s prior approval, except in emergencies where immediate action is required to prevent further damage.

5.8.4 The Car Owner authorises us to deduct any agreed repair costs and other approved expenses from the sale proceeds payable to the Car Owner upon completion of the sale.

5.9 Documents & Keys

5.9.1 Within **2 days** of signing the consignment contract, the Car Owner must provide:

- all licence and registration documents;
- all available keys;
- owner’s manual;
- warranty documents (if any); and
- all available service records.

5.10 Communication with Buyers

5.10.1 While the Vehicle is on consignment, the Car Owner must not negotiate directly with any potential Buyer introduced or generated through Linda Cars.

5.10.2 If a prospective Buyer contacts the Car Owner directly, the Car Owner must immediately refer them to Linda Cars.

5.10.3 If the Car Owner sells or attempts to sell the Vehicle directly or indirectly to a client, lead or contact introduced by Linda Cars, the Car Owner will be liable for all loss

of commission and expenses incurred by Linda Cars, in addition to any applicable penalty fee.

5.11 Payment of Proceeds

5.11.1 After a sale is completed and funds are received and cleared from the Buyer or financing bank, Linda Cars will pay the Car Owner the agreed net proceeds (after deducting commission and authorised charges) within **10 Business Days**.

5.11.2 Payment may be made by bank transfer, cheque or such other method as we reasonably select.

5.12 Breach & Penalty

5.12.1 Any material breach of the consignment terms by the Car Owner, including early retrieval without paying the agreed fee or direct sale to our client in breach of these Terms, may result in a penalty fee of **AED 5,000**, in addition to our other rights and remedies under law.

6. Buying, Reservation, Deposits & Finance – Buyers

6.1 Agreement to Purchase

6.1.1 By paying a deposit or signing a purchase or finance agreement, the Buyer confirms that they agree to purchase the Vehicle as per the specifications stated in the advertisement, invoice and/or contract.

6.2 Deposits – General

6.2.1 All payments made before handover are treated as **deposits** towards the purchase of the Vehicle until the transaction is fully completed.

6.2.2 Deposits are **refundable only** upon presentation of the original receipt.

6.2.3 For **cash deals**, if the Buyer fails to pay the full cash amount within **5 working days** from the deposit date, the deposit becomes **non-refundable** and Linda Cars may sell the Vehicle to another customer.

6.3 Deposits – Finance Applications

6.3.1 Where a deposit is paid to start a **bank finance application**, the following apply:

- If the Buyer cancels the purchase for any reason **other than** rejection of the finance application by at least **two different banks**, the deposit is **non-refundable**.
- If the finance application is rejected by at least **two banks**, the deposit will be refunded **minus a non-refundable finance processing fee of AED 600**.

6.3.2 The Buyer must cooperate with the finance process by submitting all requested documents within the timelines notified by us. Failure to cooperate may be treated as a cancellation by the Buyer, and the deposit may be forfeited.

6.3.3 The Buyer acknowledges that:

- bank approval is not guaranteed;
- interest rate, tenure, down payment and other finance terms are determined solely by the bank; and
- Linda Cars is not responsible for such finance terms, even where we assist in submitting the application.

6.3.4 The deposit is fully forfeited if the Buyer submits inaccurate, false, misleading or incomplete documents or information in connection with any finance application.

6.4 Reservation of Vehicle

6.4.1 In some cases, Linda Cars may agree to reserve a Vehicle for a Buyer for a stated period (for example, **up to 7 days**) in exchange for a reservation deposit.

6.4.2 The reservation period, deposit amount and specific conditions will be mentioned on the invoice or contract. In general:

- if the Buyer fails to complete all required payments, finance formalities and ownership transfer within the reservation period, Linda Cars may treat the deposit as **forfeited** and may sell the Vehicle to another customer;
- if finance is not approved within **5 working days**, Linda Cars has the right to sell the Vehicle to another customer.

6.4.3 For consignment Vehicles, the Buyer acknowledges that some conditions and timelines may also depend on the Car Owner's cooperation and bank procedures.

6.5 Change of Vehicle

6.5.1 If, after paying a deposit, the Buyer wishes to change to a different Vehicle, any such change is subject to Linda Cars' approval and availability.

6.5.2 If we agree to a change, all payments made and receipts issued for the original Vehicle may be transferred to the alternative Vehicle, adjusted for any price difference.

In some cases, a change may not be permitted and the deposit may become non-refundable.

6.6 Vehicle Inspection, RTA Testing & Acceptance

6.6.1 It is the Buyer's responsibility to inspect the Vehicle and, if desired, arrange an RTA-approved test (e.g. Tasjeel) **before** completing registration.

6.6.2 Any external inspection must be:

- carried out only at an RTA-approved testing facility, and
- requested within a reasonable timeframe from paying the deposit (for example, within 24–48 hours, depending on our agreement).

6.6.3 The deposit may be refunded (subject to clause 6.3 and 6.7) if:

- a valid RTA inspection report or similar certified report obtained within the agreed timeframe shows a **Major Defect** that makes the Vehicle unroadworthy; and
- Linda Cars does not agree in writing to rectify such defect before final settlement.

6.6.4 Cosmetic issues, refurbishment paintwork, minor dents, scratches, wearable items (such as tyres, brake pads, battery, fluids) and general age-related wear and tear are **not** grounds for a deposit refund.

6.6.5 The Buyer confirms that, by proceeding with registration or taking delivery, they have accepted the Vehicle in its current “as-is” condition, subject only to any written warranties or commitments expressly given by Linda Cars.

6.7 No Refunds / No Returns After Delivery

6.7.1 Once the Vehicle has been registered in the Buyer's name and delivered, the sale is considered **final**. Linda Cars does not accept returns or provide refunds, except where required by applicable law or expressly agreed in writing.

7. Price, Payments & Fees

7.1 Payment methods may include cash, card, bank transfer and cheque. We may limit the maximum amount payable by card and may charge a fee to cover card processing costs.

7.2 All cheques and bank transfers are subject to clearance. Payment is deemed received only once funds are cleared into our account.

7.3 The Buyer is responsible for all costs related to:

- bank processing and arrangement fees;
- valuation fees;
- RTA testing and registration fees;
- insurance premiums;
- number plate costs;
- Salik or other road tolls;
- delivery charges; and
- storage or parking charges arising from delays caused by the Buyer in completing payment, providing documents or taking delivery.

7.4 An administrative or service charge (for example **AED 250**) may apply in certain transactions and is **non-refundable**.

8. Vehicle Condition, Handover & Trade-ins

8.1 Vehicle Condition

8.1.1 Unless expressly stated otherwise in writing, Vehicles are sold in “as-is” condition, with all existing faults, defects and signs of use, whether visible or hidden, subject to any applicable warranty agreement.

8.1.2 Any information regarding service history, warranty, previous ownership or mileage may be based on documentation or statements provided by previous owners, dealers or other third parties. While we take reasonable care, we do not guarantee the accuracy of such information, and Buyers are encouraged to verify it independently.

8.2 Handover

8.2.1 Handover of the Vehicle to the Buyer will take place after:

- full payment (and finance settlement where applicable) has been received and cleared;
- required documentation has been provided by the Buyer; and
- registration and formalities have been completed.

8.2.2 The process of completing formalities and handover may take up to **7 working days**, depending on bank and authority processing times.

8.2.3 Any special work (such as additional detailing or accessories) agreed with the Buyer may be carried out after registration, and the Buyer must allow reasonable time for such work.

8.3 Trade-ins

8.3.1 Trade-in vehicles are treated as a **separate transaction** from the purchase of the Vehicle.

8.3.2 Trade-in valuations are subject to inspection. If new defects are discovered or condition varies from representations, we may adjust or withdraw the trade-in offer.

8.3.3 Any change in the trade-in valuation does not affect the validity of the sale of the Vehicle, unless otherwise agreed in writing.

9. Warranty & Service Contracts

9.1 Any warranty offered by Linda Cars will be described in a **separate written warranty agreement**, which sets out the scope, duration and exclusions.

9.2 In many cases, warranties and service contracts may be provided by **independent third-party suppliers**. Where this is the case:

- the third-party provider is solely responsible for assessing and honouring warranty claims;
- Linda Cars is not responsible if the provider rejects claims, delays repairs, changes its policies, or ceases trading;
- the Buyer must comply with all conditions of the warranty, including servicing at approved centres and within the prescribed schedules.

9.3 Failure to comply with a warranty provider's conditions may result in refusal of coverage, for which Linda Cars is not liable.

9.4 For some higher-mileage vehicles, warranty or warranty renewal may not be available or may be limited.

10. Export & VAT

10.1 Where applicable, VAT refunds in connection with exported Vehicles will only be processed if:

- the Vehicle is exported within the period stipulated by UAE tax laws (for example, 90 days from purchase); and
- complete export documentation is provided to us; and
- the invoice value and export documentation values match.

10.2 If the above conditions are not met, any VAT paid will be remitted to the tax authorities and **no VAT refund** will be available to the Buyer.

11. Fines, Blocks & Registration

11.1 The Buyer is responsible for ensuring that all traffic fines, Salik outstanding amounts and RTA blocks on their file are cleared in order to allow registration of the Vehicle.

11.2 We are not responsible for delays or inability to register the Vehicle due to outstanding fines, blocks or documentation issues relating to the Buyer.

12. Media & Marketing Consent

12.1 By visiting our showroom or completing a transaction with us, you acknowledge that we may take photos or video footage in our premises for marketing purposes.

12.2 Where you or your Vehicle are clearly identifiable, we will not publish such material for promotional use without your consent, which may be obtained in writing or electronically.

12.3 Once consent is provided, you agree that such images and footage may be used on our Website, Digital Platform and social media channels as part of our marketing activities.

13. Communication & Notices

13.1 For contractual matters, formal communication with Linda Cars should be made in writing to the email address or contact details shown on our Website (for example, **info@lindacars.com** or such updated address as we publish).

13.2 WhatsApp messages, phone calls or social media messages are for convenience only and are not legally binding unless confirmed in writing by email or in a signed document.

13.3 Notices sent by email are deemed received when they are capable of being retrieved by the recipient.

14. Limitation of Liability & Indemnity

14.1 To the maximum extent permitted by UAE law:

- we are not liable for any indirect, consequential or special loss or damage, including loss of profit, loss of opportunity, loss of data or loss of goodwill; and
- our total liability in connection with any Vehicle or transaction is limited to, and shall not exceed, the price paid for that Vehicle.

14.2 Nothing in these Terms & Conditions excludes or limits any liability which cannot be excluded under applicable law.

14.3 You agree to indemnify and hold Linda Cars harmless from and against any claims, losses, damages, costs and expenses arising out of:

- your breach of these Terms & Conditions;
 - your misrepresentation regarding vehicle ownership, condition or documentation; or
 - any false, incomplete or misleading information you provide to us or to any bank, authority or third-party provider through us.
-

15. Governing Law & Disputes

15.1 These Terms & Conditions are governed by the laws of the **United Arab Emirates**.

15.2 The courts of **Dubai, UAE** shall have non-exclusive jurisdiction over any dispute arising out of or in connection with these Terms & Conditions, our Website or any Vehicle transaction, without prejudice to any mandatory arbitration or dispute-resolution mechanisms required by applicable law.

16. General

16.1 **Entire agreement** – These Terms & Conditions, together with any consignment agreement, invoice, warranty agreement or finance documentation signed by you, constitute the entire agreement between you and Linda Cars for the relevant transaction.

16.2 **Amendments** – We may update or amend these Terms & Conditions from time to time by publishing a new version on our Website. The version in force at the time of your transaction or reservation will normally apply to that transaction.

16.3 Assignment – You may not assign, transfer or novate your rights or obligations under these Terms & Conditions without our prior written consent. We may assign or transfer our rights and obligations to another entity in connection with a business restructure, sale or similar event.

16.4 Severability – If any provision of these Terms & Conditions is found to be invalid or unenforceable, that provision will be interpreted or limited to the minimum extent necessary and the remaining provisions will continue in full force and effect.

16.5 Relationship – Nothing in these Terms & Conditions creates any partnership, joint venture, employment or agency relationship between you and Linda Cars.
