

## CONDITIONS OF BUSINESS GENERAL

The following conditions together with such other terms, conditions and notices as may be set out in any relevant catalogue apply to all sales by Coys at auction or to any retail sale. It is the intention of Coys that all terms between it and the Seller and the Buyer are contained in the Conditions.

No alteration to the Conditions will be binding unless accepted by Coys in writing. The Conditions are subject to amendment by Coys provided it is reasonable for it to do so by the posting of notices or by oral announcement made by the Auctioneer prior to or during the sale.

Nothing in the Conditions shall affect the statutory rights of a consumer.

### DEFINITIONS

1. In these Conditions :

- 1.1. "Coys" means Coys of Kensington Automobiles.
- 1.2. "Auctioneer" means the representative of Coys conducting the Auction
- 1.3. "Catalogue" includes any advertisement, brochure, estimate, price list and other publication
- 1.4. "Hammer Price" means the price in pounds sterling (or the currency in which the sale is conducted) at which a Lot is knocked down by the Auctioneer to the Buyer
- 1.5. "Buyer" means the person to whom a Lot is knocked down by the Auctioneer
- 1.6. "Lot" means any item(s) consigned with the view to its or their sale at auction
- 1.7. "Expenses" in relation to the sale of any Lot means Coys charges and expenses for insurance, storage, illustrations, cataloguing costs, special advertising, packing and freight of that Lot and any VAT thereon
- 1.8. "VAT" means Value Added Tax applicable at the prevailing rate from time to time
- 1.9. "Motor Vehicle" means any item included or proposed to be included in a sale of motor vehicles
- 1.10 "Reserve" means the minimum Hammer Price agreed between Coys and the Seller at which a Lot may be sold
- 1.11 "Purchase Price" means the Hammer Price together with VAT thereon, the Premium and any additional charges or Expenses due from any Buyer under Condition 22
- 1.12 "Premium" shall have the definition given in Condition 19
- 1.13 "Sale Proceeds" means the net amount due to the Seller being the Hammer Price less the Seller's commission, any VAT thereon, Expenses and any other amount due to Coys from the Seller
- 1.14 "Seller" means the person who offers the Lot for sale
- 1.15 "Seller's Commission" shall have the definition given in Condition 10
- 1.16 "The Auction" means the auction sale in respect of which a Lot is consigned for sale
2. Coys as Agent  
Coys sells as agent for the Seller (except where it is expressly stated to be selling as principal) and is not liable for any act or default by the Seller or the Buyer. All sales are to be presumed to be sales on behalf of private individuals unless specifically notified to the contrary in the catalogue, or elsewhere in writing.
3. Coys' Discretion  
3.1. Coys has the right at its sole discretion to refuse any bid, to divide any Lot, to combine two or more Lots, to withdraw any Lot and, in the case of dispute, to put any Lot up for auction again.
- 3.2. If Coys is notified about the Seller's alleged breach of any of the Conditions before it has remitted the Sale Proceeds to the Seller, it may at its sole discretion, withhold payment until that dispute is resolved. Coys may, however, deduct any sums that are due to it from the sum held.
4. Loss or Injury  
Coys shall be under no liability for any injury, damage or loss sustained by any person while on Coys' premises (including any premises where a sale may be conducted or where a Lot, or part of a Lot, may be on view from time to time) except for death or personal injury, damage or loss caused by the negligence of or other breach of duty by Coys, its employees or agents in the ordinary course of their duties to Coys.
5. Governing Law  
All transactions to which the Conditions apply shall be governed by English Law and Coys, the Seller and the Buyer hereby submit to the exclusive jurisdiction of the English Courts.
6. Notices  
6.1. Any notice by Coys to a Seller, Buyer or any other person may be delivered by hand or sent by first class mail or airmail and shall be deemed to have been duly received:-
  - (a) If hand-delivered, at the time of delivery;
  - (b) If sent by mail, two days after the date of posting if posted to an address within the country of posting and seven days after the date of posting if posted to an address within a country outside the country of posting.
- 6.2. In providing service by delivery :-
  - (a) By hand, it shall be necessary only to produce a receipt for the notice signed by or on behalf of the addressee;
  - (b) By post, it shall be necessary only to prove that the notice was contained in a pre-paid envelope which was

duly addressed and posted first class.

6.3. Coys do not accept service of any notice by facsimile.

### THE SELLER'S CONDITIONS

7. Warranty by Seller

7.1. The Seller warrants to Coys in the terms of subparagraphs (a) to (f) below and to the Buyer in the terms of sub-paragraphs (a), (b) (e) and (f) below that :-

- (a) The Seller is the owner of the Lot or is properly authorised to sell the Lot by the owner and is able to sell the Lot with full title guarantee (ownership) free from all incumbrances and third party claims;
- (b) The Seller has complied with all requirements relating to any export or import of the Lot and has notified Coys in writing of any failure to comply with such requirements by the Seller or any previous owner of the Lot;
- (c) The Seller has notified Coys in writing of any material alterations to the Lot of which the Seller is aware and of any concerns expressed by third parties in relation to the authenticity, provenance, origin, age, condition or quality of the Lot and has provided Coys with all such information in the Seller's possession;
- (d) The Motor Vehicle may lawfully be used on a road and complies with all statutory provisions and that there is in force any test certificate required by law in relation to such use or the Seller has notified Coys in writing that the Motor Vehicle cannot lawfully be used on a road.
- (e) The Seller shall compensate Coys and the Buyer in full for all losses, Expenses or other costs which are caused by the Seller's breach of any obligation of the Seller under the Conditions;
- (f) The Seller of a Lot not in the possession of Coys on its premises or under its control warrants and undertakes that the Lot will be available and in a deliverable state on demand by the Buyer.

7.2. The Seller warrants that the information about the Lot given to Coys, and statements made about it, are true.

In the event of a Motor Vehicle which is discovered not to be in the state in which the Seller represented to Coys that it was, Coys may at its absolute discretion whether before or after the Lot is sold, carry out such work to the vehicle as is necessary to put it into the state that the Seller represented it to be and shall deduct the cost of such work from any sums due to the Seller.

8. Vehicle Registration Numbers

8.1. If the Seller wishes to sell the Vehicle but to retain the right to the registration number of the Vehicle, it is the Seller's responsibility to notify Coys in writing either on the Auction Entry Form or sooner.

8.2. It shall be the Seller's responsibility to take all necessary steps to ensure that the current Vehicle registration number is reserved and that a new number is allocated prior to the Vehicle being sold at the Auction and if he does not do so, Coys shall not be responsible for any loss or damage whatsoever arising out of the sale of the Vehicle.

8.3. Coys may, at its own discretion, (without any assumption of responsibility or duty towards the Seller or the Buyer) take such steps to facilitate the reservation or transfer of any particular registration number as it thinks fit in order to assist the Seller or Buyer but strictly on condition that no claim attaches to Coys for taking any such steps whether arising out of Coys' negligence or any other cause whatsoever.

9. Reserves

9.1. The Seller may place a Reserve on any Lot prior to the Auction and once placed by the Seller may not be changed without the written consent of Coys. All Lots will be sold without Reserve unless a Reserve has been agreed by Coys in writing.

9.2. Where a Reserve has been agreed, only Coys may bid on behalf of the Seller. If the Seller makes such bid, then the Auctioneer may knock the Lot down to the Seller without observing any Reserve and the Seller shall pay to Coys the Buyer's Premium in addition to the Seller's Commission and Expenses.

9.3. Where a Reserve is agreed, Coys may sell a Lot for less than the Reserve but shall account to the Seller as if the Lot had been sold for the Reserve.

9.4. Where no Reserve has been placed, the Seller may bid either personally or through the agency of any one person.

9.5. If no Reserve has been placed on a Lot, Coys shall in no way be held liable should the Lot be purchased for a price below any lowest estimated selling price of the Lot given in any Catalogue.

10. Commission and Expenses

10.1. Coys shall be entitled to deduct from the Hammer Price and retain a Commission of 10% plus VAT (or, in the case of automobilia, 15% plus VAT) or such other sum agreed by Coys in writing and Expenses and any other sums due from the Seller to Coys.

10.2. The Seller acknowledges Coys right to retain the Premium payable by the Buyer in accordance with Condition 19.

11. Photography and Illustrations

The Seller permits Coys without payment to photograph and make illustrations of any Lot and to use at its discretion any photograph or illustration of or in respect of a Lot supplied by the Seller, whether or not in conjunction with the Auction. The copyright in all photographs taken and illustrations made of any Lot by or on behalf of Coys shall be the absolute property of Coys.

12. Coys' Estimates and Descriptions

12.1. Coys make no warranty or representation as to the anticipated or likely selling price of any Lot. Any estimate given by Coys, whether written or oral and whether or not printed in any Catalogue, as to the estimated selling price of any Lot is a statement of opinion only and may be subject to revision from time to time at Coys' sole discretion and should not be relied upon as an indication of the actual selling price.

12.2. Coys shall not be liable to the Seller for any error or mis-statement in or omission from the description of any Lot in any Catalogue where:-

- (a) Coys have been provided with such description by the Seller or any person on his behalf; or
- (b) Coys have provided the Seller with a copy of such description prior to publication of the Catalogue and neither the Seller nor any person on his behalf have notified Coys in writing within seven days of any error or mis-statement in or omission from the description.

12.3. Coys has no duty to the Seller to investigate the accuracy of the description of any Lot provided by or on behalf of the Seller.

13. Unsold Lots

13.1. Where any Lot fails to sell, Coys will have the sole and exclusive right to sell the Lot by private treaty within 10 days of the Auction date.

13.2. In the event that Coys sells the Lot by private treaty pursuant to Condition 13.1, Coys shall account to the Seller for a sum not less than the sum due to the Seller as if the Lot had been sold for the Reserve.

13.3. Any sale by private treaty shall be subject to the Conditions or to commission and Expenses as if it had been sold by Auction.

13.4. Coys shall have the right to exercise a charge on the unsold Lot, or any other property belonging to the Seller in the possession of Coys for any purpose, and to apply any money due or to become due to the Seller in or towards settlement of any sum due at any time to Coys from the Seller.

14. Insurance

14.1. The Lot shall at all times remain at the risk of the Seller until ownership of the Lot passes from the Seller under these Conditions.

14.2. Coys will not be responsible for any damage to or the loss or destruction of a Lot unless caused by the negligence of or other breach of duty by Coys, its employees or agents in the ordinary course of their duties to Coys and the Seller shall compensate Coys in full in respect of all other claims and proceedings brought against Coys in respect of any loss or damage to the Lot.

14.3. Coys will not be liable for any injury, loss or damage caused by any Lot unless caused by the negligence of Coys, its employees or agents in the ordinary course of their duties to Coys or by the Seller's negligence or other breach of the Conditions. The Seller shall compensate Coys in full in respect of all claims and proceedings brought against Coys in respect of injury, loss or damage caused by the Seller's negligence or breach of any obligation under the Conditions.

15. Payment of Sale Proceeds

15.1. Coys shall pay the Sale Proceeds to the Seller not later than 35 days after the Auction providing that the Purchase Price has been received in full by Coys. Unless an alternative method of payment has been agreed by Coys in writing, payment shall be made by sending to the Seller a cheque drawn on Coys' client account by first class post at the Seller's risk.

15.2. If the Purchase Price has not been received in full by Coys within the time specified in Condition 15.1 Coys will pay the Sale Proceeds to the Seller within five working days after the date on which the Purchase Price is received in clear funds from the Buyer.

15.3. Coys reserves the right not to remit the Sale Proceeds to the Seller unless the Seller has deposited with Coys the V5 registration document in the case of a UK registered vehicle or, in the case of a non-UK registered vehicle, the appropriate documents of title (ownership) relevant and appropriate to the country of registration of the vehicle, and any other documentation relating to the vehicle in the Seller's possession or control which he agreed with Coys to supply.

15.4. If the Buyer fails to pay the Purchase Price within thirty-five days of the Auction, Coys will notify the Seller who may instruct Coys as to the appropriate course of action. Coys will endeavour to assist the Seller but Coys shall be under no obligation to institute proceedings in its own name.

15.5. In the absence of any written instructions from the Seller to Coys within seven days of Coys having notified the Seller under 15.4 above then Coys shall be entitled to do any of the following :-

- (a) To agree terms for the payment of the Purchase Price;
- (b) To remove, store and insure the Lot;
- (c) To settle claims and/or proceedings made by or against the Buyer on such terms as Coys shall at its absolute discretion think fit;
- (d) To take such steps as Coys shall at its absolute discretion consider necessary to collect the monies due from the Buyer;
- (e) Where appropriate to rescind the sale and refund any monies to the Buyer;
- (f) To offer the Lot for re-sale, by Auction or private

private

treaty, with or without Reserve;

(g) Where appropriate to rescind the contract with the Buyer and to purchase the Lot itself. If it does so, property in the Lot shall pass to Coys on its election and Coys shall remit the Purchase Price to the Seller within fourteen days of its election less the Commission and Expenses or sums due to Coys which would have been payable had the contract not been rescinded;

(h) To appoint a solicitor and/or other agent to pursue any of the courses of action referred to in sub-paragraphs (a) to (g) above and the Seller authorises Coys to take any of the courses referred to in this Condition, including the issue and prosecution of proceedings on the Seller's behalf.

15.6. Any monies recovered by and paid to Coys in consequence of Coys taking one or more of the steps referred to in Condition 15.5 shall be applied to the payment of :-

(a) Legal or other costs incurred by Coys in connection with such steps; and then  
(b) Expenses ; and then  
(c) The Buyer's Premium and the Seller's Commission on the sale of the Lot;  
(d) Any balance remaining shall be paid by Coys to the Seller (or, if appropriate, the Buyer). In the event that there shall be a shortfall, any such shortfall shall be made good by the Seller to Coys on demand.

15.7. In the event that within seven days of receipt of the notice referred to in Condition 15.5 the Seller informs Coys that he wishes to take re-delivery of the Lot, he shall be entitled to do so but only upon prior payment of all commissions earned by Coys on the sale of the Lot together with Expenses and all legal and other costs reasonably incurred by Coys so as to keep Coys fully recompensed.

16. Withdrawal Fees

16.1. The Seller may by notice in writing to Coys withdraw the Lot from the Auction. If the Seller does so prior to the publication of the Catalogue he shall be liable to pay Coys 10% or an amount equal to the commission Coys would have received from the Seller if less than 10% of the estimated value of the Lot. The estimated value shall be the higher of:-

(a) The Seller's estimate of value as previously notified to Coys or, if more than one figure, the highest figure or if none;

(b) The value estimated in the Catalogue, or if more than one figure is given, the highest figure;

(c) Plus in either case VAT on such fee and Expenses.

16.2. A fee equal to the commission referred to in 16.1 above plus an amount equivalent to the Buyer's commission referred to in Condition 19, being 15% and VAT and Expenses will be charged if the Lot is withdrawn after a Catalogue referring to the Lot shall have been published.

16.3. In the event that the Seller withdraws the Lot from the Auction, the Seller shall arrange for collection and removal of the Lot at his own expense within two working days after the date of withdrawal provided that the Seller may not collect the Lot unless and until any withdrawal fee payable under Conditions 16.1 and 16.2 shall have been paid in full.

16.4. If Coys has reasonable cause for believing that either the Seller is in breach of any one or more of the warranties set out in Condition 7 or Coys and/or the Seller may be restrained by Order of any Court or other competent authority from selling the Lot, Coys may by giving notice in writing to the Seller decline to sell the Lot and Conditions 16.1, 16.2 and 16.3 above shall apply as if the notice from Coys were a withdrawal of the Lot by the Seller.

16.5. The Seller shall reimburse to Coys any legal or other costs reasonably incurred by it in investigating any claim concerning the ownership of a Lot and/or the Seller's right to sell the Lot, the accuracy of the description of the Lot contained in the Catalogue or in defending any claim relating thereto and Coys shall be entitled to withhold the amount of such costs from any payment due to be made to the Seller in accordance with Condition 15.

16.6. Coys may set off any monies due to it from the Seller, including without limitation withdrawal fees and any costs incurred by it under Condition 16 against any sale proceeds due to the Seller in respect of the same or any other Lot deposited with Coys by the Seller.

17. Removal and Storage

17.1. The Seller shall arrange for the removal of any unsold Lot by 1.00 pm the day following the Auction or by such other time as agreed by Coys.

17.2. Failure to remove any unsold Lot pursuant to Condition 17.1 above will entitle Coys to charge the Seller any removal, storage, insurance and other Expenses in accordance with the "General Information" section of the catalogue.

17.3. If within 28 days after the Auction the Seller fails to give instructions to Coys regarding the disposal of the Lot, Coys shall have the exclusive right to sell the Lot by private treaty and to deduct from the sale price any sums owing to Coys or by Auction without Reserve and to deduct from the Hammer Price any sums owing to Coys.

THE BUYER'S CONDITIONS

18. The Buyer

18.1. The Buyer shall be the highest bidder at the Hammer Price. Any dispute as to any bid shall be settled

by the Auctioneer at his absolute discretion.

18.2. Every bidder shall be deemed to act as principal unless prior to the commencement of the Auction there is a written acceptance by Coys that a bidder acts as agent on behalf of the named principal.

18.3. No person shall be entitled to bid at the Auction without first having completed and delivered to Coys a bidder's registration form and bidders attention is drawn to the information in the Catalogue under the heading "General Information".

19. Premium

The Buyer shall pay Coys a Premium of 15% on the first £30,000/ €50,000 of the Hammer Price and 10% upon any excess together with VAT thereon ("the Premium") and the Buyer acknowledges that Coys may also receive the Seller's Commission due to Coys under Condition 10.

20. Value Added Tax

VAT payable by the Buyer on the Hammer Price may be refundable by Customs and Excise on proof of export. Coys makes no warranties in this regard.

21. Payment

21.1. A contract of sale is made between the Seller and the Buyer on the acceptance of a bid by the fall of the Auctioneer's hammer. Coys is not a party to the contract of sale and has no liability for any act or default by the Seller or the Buyer.

21.2. Immediately a Lot is sold, the Buyer shall :-

(a) Give to Coys his name and address and, if so requested, proof of identity if he has not already done so; and

(b) Pay to Coys the Purchase Price unless credit terms have been agreed with Coys in writing before the Auction.

21.3. Full payment for all Lots must be made to Coys by means of bankers draft, cash, telegraphic transfer or debit card in pounds sterling or the currency in which the sale was conducted. Where the Buyer wishes to pay by cheque and Coys has agreed that the Buyer may do so, the Lot will not be released until the cheque has been cleared.

21.4. No Lot may be collected until the Purchase Price has been received by Coys and payments by a Buyer to Coys may be applied by Coys towards any sums due from that Buyer to Coys on any account whatsoever notwithstanding any directions to the contrary by the Buyer or his agent whether express or implied.

21.5. The ownership of the Lot will pass to the Buyer only when the Purchase Price in cleared funds has been received by Coys.

21.6. Immediately a Lot is sold the risk shall pass to the Buyer notwithstanding that possession will not be given and ownership will not pass to the Buyer before payment of the Purchase Price and Coys will not be responsible for any damage to or the loss or destruction of the Lot or any injury, loss or damage caused by the Lot unless caused by the negligence of or other breach of duty by Coys, its employees or agents in the ordinary course of their duties to Coys. The Buyer will compensate Coys in full in respect of all claims and proceedings brought against Coys in respect of any loss or damage to the Lot or injury, loss or damage caused by it not arising from the negligence of or other breach of duty by Coys, its employees or agents in the ordinary course of their duties to Coys.

22. Removal of Purchases

22.1. The Buyer shall, at his own expense, remove the Lot purchased not later than the day and time specified in the "General Information" section of the Catalogue but not before payment in full to Coys of the Purchase Price whether in respect of this or any other Lot.

22.2. The Buyer shall be responsible for all removals, storage, insurance and other charges on any Lot not taken away at the day and time specified in Condition 22.1 above.

23. Responsibility for Lots Purchased

23.1. The Buyer will be responsible for loss or damage to a Lot purchased by him from the fall of the hammer and neither Coys nor its employees or agents shall be responsible for any loss or damage unless caused by the negligence of Coys, its employees or agents in the ordinary course of their duties to Coys while the Lot is in Coys custody or under its control.

23.2. It shall be the responsibility of the Buyer to ensure that any Motor Vehicle purchased at Auction complies with the appropriate statute or regulation for driving, using or transporting it and for ensuring that any necessary test certificate is in force.

23.3. The Buyer shall be responsible for obtaining any export licence that may be required in connection with the Lot.

24. Non-payment or Failure to Collect

24.1. If the Purchase Price is not paid in full in accordance with the above Conditions Coys, as the agent of the Seller, shall at its absolute discretion and without prejudice to any other rights it may have, be entitled to exercise one or more of the following remedies, that is to say :-

(a) To charge interest at a rate not exceeding 1.75% per month on so much of the total amount due as remains unpaid after the date and time referred to in Condition 21.2;

(b) To remove, store (either at Coys' premises or elsewhere) and insure the Lot at the expense of the Defaulting Buyer;

(c) To retain that or any Lot sold to the same Buyer at the same or any other Auction and to release it only after

payment of the total amount due;

(d) To reject or disregard any bid or bids made by or on behalf of the Defaulting Buyer at any future auction or to require payment of a deposit before any future bid made by or on behalf of that Buyer;

(e) To apply any money due or to become due to the Defaulting Buyer in or towards settlement of the total amount due and to exercise a charge on any property of the Defaulting Buyer which is in Coys' possession for any purpose.

24.2. If the Buyer fails to make payment within 14 days after the date and time referred to in Condition 22.1, Coys shall at its absolute discretion and without prejudice to any other rights it may have, be entitled to exercise one or more of the following additional remedies :

(a) To proceed against the Buyer for damages for breach of contract;

(b) To cancel the sale of that or any other Lot sold to the defaulting Buyer at the same or any other auction notwithstanding the total amount due in respect of such other Lot shall have been paid;

(c) To re-sell the Lot or cause it to be resold by public auction or private sale, and, if this results in a lower price being obtained, the defaulting Buyer shall then pay to Coys any deficiency, together with re-sale costs and any costs incurred in connection with the Buyer's failure to make payment and any surplus shall belong to the Seller.

24.3. If the Lot is not taken away on the date and time referred to in Condition 22.1, whether or not the purchase price has been paid, Coys shall remove, store (either at Coys' premises or elsewhere) and insure the Lot at the expense of the defaulting Buyer and only release the Lot after payment of the total amount due.

24.4. If the Buyer fails to collect the Lot within 35 days after the date and time referred to in Condition 22.1, Coys shall at its absolute discretion and without prejudice to any other rights it may have, be entitled to exercise one or more of the following additional remedies:

(a) To cancel the sale of the Lot;

(b) To re-sell the Lot or cause it to be re-sold by public auction or private sale and to set off the total amount due in respect of that Lot against the sale proceeds and any surplus shall belong to the defaulting Buyer.

25. Liability of Coys and the Seller

25.1. Any motor vehicle is sold as a collector's item and not as a means of transport. Buyers are specifically warned that any vehicle sold as such may well have had parts replaced and paint renewed or be made up of parts from other vehicles the condition of which may be difficult to establish. Coys has to rely on information as to date, condition and authenticity provided by Sellers and does not, and cannot, undertake its own inspection of vehicles or other Lots to establish whether the vehicle or other Lot conforms with the description in the catalogue. It is the responsibility of the Buyer to carry out such inspection as he thinks necessary.

25.2. No warranty is given by Coys as to the accuracy of the description of any Lot in any Catalogue or as to the age, authenticity, suitability, provenance, attribution, origin, condition, fitness for purpose, merchantable or satisfactory quality of any Lot or roadworthiness of any Motor Vehicle.

25.3. In bidding for any Lot, the Buyer acknowledges that he does not rely on any representation made to him by Coys, its employees or agents unless such representation has been confirmed by Coys in writing prior to the Auction.

25.4. In any event :-

(a) Coys shall only be liable for losses that are foreseeable; and

(b) The maximum liability of Coys, its employees or agents to a Buyer shall be limited to the Hammer Price of the relevant Lot and the Buyer's Premium (if paid by the Buyer) and the maximum liability to the Seller shall be the Sale Proceeds of the Lot.

26. Absentee Bids

Whilst the interest of prospective Buyers are best served by attendance at the Auction, Coys will if so instructed execute bids on behalf of prospective bidders. Coys, its agents or employees shall not be responsible for any defaults beyond Coys control relating to telephone, fax or other absentee bids including without limitation any telecommunications fault or failure.

27. Miscellaneous

27.1. The benefit and burden of the Conditions may not be assigned by the Seller or the Buyer without Coys' prior agreement in writing.

27.2. If any Condition or any part of any Condition shall be held to be unenforceable or invalid such unenforceability or invalidity shall not affect the enforceability and validity of the remaining conditions or the remainder of the relevant condition.

27.3. The headings and numbering used in the Conditions are for convenience only and shall not affect their interpretation.

27.4. Reference to the male gender shall be deemed to be a reference to male or female as appropriate.

27.5. Any concession or latitude allowed by Coys shall not affect Coys' rights under or release the Seller to the Buyer from liability