

## **4REAL - Inspection Terms & Conditions**

*(Prepared by Trudge Automotive LTD, trading as "4Real")*

### **1. Scope of Inspection**

The inspection is conducted strictly on the vehicle as is and where is at the time of assessment.

The scope of the inspection shall include, without limitation:

- a. Physical Inspection
- b. Mechanical Inspection
- c. Computerized Diagnosis
- d. Road Test

The inspection is non-invasive and visual unless otherwise expressly agreed in writing.

### **2. Exclusions and Limitations**

4Real shall not be held liable for, and expressly disclaims responsibility for, any defects, faults, or issues that:

- a. Become apparent after the completion of the inspection.
- b. Require dismantling, disassembly, or removal of any component of the vehicle to be detected; or
- c. Are intermittent in nature and not reasonably identifiable at the time of the inspection.

Nothing in this clause shall exclude or limit liability for negligence causing death or personal injury, fraud, or any liability that cannot be excluded under applicable law.

### **3. Use of Report**

- a. This report is prepared exclusively for the benefit of the contracting customer and shall not be relied upon by any third party without the prior written consent of 4Real.
- b. Where the inspection service is procured for business purposes, the provisions of the Kenyan Consumer Protection Act shall not apply, except to the extent required by law.
- c. In such cases, the total aggregate liability of 4Real, whether in contract, tort, or otherwise, shall be strictly limited to the inspection fee paid.

#### **4. Nature of the Inspection**

- a. The inspection constitutes an independent, professional opinion based solely on a non-invasive, external, and operational assessment conducted at the time of inspection.
- b. The report is valid only as at the date and time of issuance and shall not be deemed, construed, or relied upon as a representation, warranty, or guarantee of the present or future condition, quality, or fitness of the vehicle.
- c. The report is advisory only and does not substitute due diligence by the purchaser.

#### **5. Valuation Exclusion**

This inspection does not include, and shall not be interpreted as including, any assessment, representation, or opinion regarding the market value or resale value of the vehicle.

#### **6. Disclaimer of Liability**

4Real and its officers, employees, agents, and contractors exercise reasonable care and skill in the performance of the inspection. Notwithstanding the foregoing, to the maximum extent permitted by law, 4Real expressly disclaims liability for any errors, omissions, misstatements, or reliance placed upon this report, and for any

loss, damage, or expense arising therefrom. In any event, 4Real total aggregate liability, whether in contract, tort, or otherwise, shall not exceed the inspection fee paid.

#### **7. Scheduling & Access**

- a. The client is responsible for ensuring that the vehicle is available and accessible at the scheduled inspection time.
- b. If the vehicle is not made available or access is denied, any deposit paid remains non-refundable.
- c. 4Real reserves the right to reschedule an inspection due to force majeure or unforeseen circumstances.

#### **8. Content & Records**

- a. Inspection findings, reports, and related media remain the exclusive property of 4Real.
- b. Clients will receive a copy of the final report for their personal use only and shall not reproduce, distribute, or commercialize the report without prior written consent from 4Real.
- c. Personal data collected shall be handled in compliance with the Data Protection Act, 2019.

#### **9. Payment & Refund**

- a. A deposit (50% of the inspection fee) is required to secure an inspection slot.
- b. The balance must be cleared after the inspection and prior to the handover of the report.
- c. A full refund shall be processed if cancellation is made before the scheduled day of inspection.

- d. No refund will be issued if cancellation occurs on the day of inspection or if the vehicle is inaccessible. Refunds will be processed within seven (7) working days.
- e. The report is not, and shall not be construed as, a warranty, guarantee, or undertaking of any kind.

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FOR and on BEHALF OF TRUDGE AUTOMOTIVE LTD t/a 4REAL

DIRECTOR:..... JOAN NYAMBURA.....  
SIGNATURE..... JoanM.....  
DATE:..... 01/10/2025.....

Prepared & Sealed by; PHANICE A. KWEGA, Advocate/Notary Public.

For and on behalf of 4Real.

