

SCANIA (GREAT BRITAIN) LIMITED – TERMS OF SALE

1. DEFINITIONS

In these Terms of Sale the following expressions have the following meanings:

"we", "us" and "our" means Scania (Great Britain) Limited

"Goods" means the goods to be supplied by us or where the context permits, the services to be performed by us

"Terms" means the terms set out in this document together with any additional terms agreed in writing and signed by an Authorised Signatory

"Authorised Signatory" means a person authorised by us to sign on our behalf

"Contract" means the contract for the supply of the Goods incorporating these Terms.

2. YOUR CONTRACT WITH US

2.1 We shall only contract with you on these Terms and these Terms take precedence over all of your own terms and conditions. All orders placed by you will be deemed to be placed subject to these Terms.

2.2 These Terms constitute the entire agreement between you and us and no other statements, representations or terms form part of it unless they are in writing, are expressly stated to be variations or supplements to this Contract and are signed by an Authorised Signatory. Our sales representatives, employees and agents are not authorised to make any representation or commitment concerning the Goods or otherwise on our behalf and in entering into the Contract you acknowledge that you do not rely on and waive any claim for breach of any such representation or commitment which has not been confirmed by an Authorised Signatory. No terms and conditions endorsed on, delivered with or contained in your purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.

2.3 Any tender or quotation given by us will comprise an invitation to treat and in any event is valid for a period of 30 days only from the date of its issue, unless otherwise stated in the tender or quotation. Any order issued by you is subject to acceptance by us and no order submitted by you shall be deemed to be accepted by us unless and until confirmed in writing by an Authorised Signatory. Each order or acceptance of the (a) quotation for Goods by you from us shall be deemed to be an offer by you to buy the Goods subject to these conditions.

2.4 We may withdraw any quotation or tender at any time before it is incorporated into a Contract.

2.5 We shall not be obliged to accept any order given by you.

3. CANCELLATION

3.1 No order given by you which has been accepted by us may be cancelled by you except where expressly agreed by an Authorised Signatory then only on the terms that you will indemnify us fully against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by us as a result of such cancellation.

4. PRICE

4.1 The price of the Goods shall be our quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in our published price list current at the date of the issue of the quotation or tender and in the absence of the foregoing our acceptance of your order.

4.2 Unless otherwise stated all prices quoted are ex works exclusive of VAT, and all costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amounts you shall pay in addition when it is due to pay for the Goods.

4.3 We reserve the right at any time prior to delivery of the Goods (or any instalment), to increase the price to take into account:

- any increase in our supplier's prices;
- any change in delivery dates, quantities or specification for the Goods which is requested by you;
- any other increase in cost to us for any reason beyond our control.

5. TERMS OF PAYMENT

5.1 The price of all Goods (other than those comprised of parts and services where you have a trading account with us) shall be due and payable by you in cleared funds not later than the day prior to the date specified by us or agreed between us for delivery unless otherwise agreed by an Authorised Signatory.

5.2 While you have a trading account with us the price of all Goods comprised of parts and services shall be due and payable by you not later than the end of the month following delivery unless otherwise agreed by an Authorised Signatory.

5.3 Time for payment shall be of the essence and such provision shall apply notwithstanding any delay in delivery of the Goods by us or any adjustments or corrections which may be required to the Goods after delivery.

5.4 If you fail to make any payment on the due date then, without prejudice to any other right or remedy available to us, we shall be entitled to:

- cancel the Contract or suspend any further deliveries of the Goods;
- appropriate any payment made by you to such of the Goods or Services (or the goods or services supplied under any other contract between you and us) as we may think fit;
- at any time, at our discretion, demand security for payment before continuing with the Contract or delivering any Goods;
- charge you interest at 4 per cent per annum above Barclays Bank plc base rate for the time being on the amount unpaid such interest being deemed to accrue on a day to day basis from the due date for payment until payment in full is made; and/or
- suspend our performance of all or any of our contractual obligations under or in connection with any other contract with you.

5.5 You shall have no right to off-set against any sums due from you to us the amount of any claim which you have against us.

6. DELIVERY OF THE GOODS AND THE BUYER'S TRANSPORT COSTS

6.1 Unless otherwise confirmed by an Authorised Signatory delivery of the Goods will be deemed to have been effected when the Goods leave our premises whether the Goods have been collected by or on your behalf or the Goods have been delivered to you by or on our behalf.

6.2 Any date or dates quoted for delivery of the Goods are approximate only and we shall not be liable for any delay in delivery of the Goods or failure to make them ready for collection on such dates howsoever caused.

6.3 The Goods may be delivered by us in advance of the quoted delivery date upon giving reasonable notice to you and part deliveries are allowed.

6.4 If you fail to take delivery of the Goods then, without prejudice to any other right or remedy available to us, we may:

- store the Goods until actual delivery and charge you for the reasonable costs of storage (including insurance); or
- sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to you for the excess over the price already paid by you under the Contract or charge you for any shortfall below the price payable by you under the Contract.

7. RISK AND TITLE

7.1 Unless confirmed by an Authorised Signatory risk of damage to or loss of the Goods shall pass to you at the time when: we notify you that the Goods are available for collection in the case of Goods which are to be delivered at our premises; or in the case of Goods to be delivered otherwise than at our premises, at the time of delivery or, if you wrongfully fail to take delivery of the Goods, the time when we tender delivery of the Goods.

7.2 Notwithstanding risk in the Goods passing in accordance with Condition 7.1 legal and equitable title in the Goods shall not pass to you until payment in full in cleared funds is received by us for the Goods and no other amounts are outstanding from you to us.

7.3 You are authorised by us to use the Goods in the ordinary course of your business or to sell the Goods to a third party pursuant to a bona fide and arms length transaction provided that the entire proceeds of any sale or otherwise are held by you in a fiduciary capacity for us and are kept separate from and not mixed with other of your money or property or that of any third party; EXCEPT WHERE THE GOODS CONSIST OF A VEHICLE(S) SUPPLIED BY US TO YOU, IN WHICH CASE THE TITLE TO THE VEHICLE(S) SHALL REMAIN WITH US UNTIL PAID FOR IN FULL AND YOU MAY NOT UNDER ANY CIRCUMSTANCES SELL OR OTHERWISE DISPOSE OF THE VEHICLE(S) WITHOUT WRITTEN CONFIRMATION BY AN AUTHORISED SIGNATORY UNTIL PAID FOR IN FULL..

7.4 Until title to the Goods passes:

- you will hold the Goods in a fiduciary capacity and as our bailee;
- the Goods shall, subject to Condition 7.3 be kept properly stored and protected separate and distinct from all other of your property and of any third party insured with a reputable insurance company for their full replacement value and kept in good repair and condition.

7.5 We may at any time until title in the Goods has passed to you immediately revoke the power of sale contained in Condition 7.3 by notice to you.

7.6 Your power of sale contained in Condition 7.3 shall automatically cease if you (being a company) have a petition presented for your winding up or a resolution is passed for voluntary winding-up otherwise than for the purposes of a bona fide amalgamation or reconstruction or you compound with your creditors or have a receiver, manager, administrator or administrative receiver appointed over all or any part of your assets or (being an individual) become bankrupt or enter into any arrangement with your creditors or take or suffer any similar action in consequence of debts or carry out or undergo any analogous act or proceedings under foreign law.

7.7 We (including our representatives, agents and employees) are irrevocably authorised by you at any time to enter upon any of your premises or any third party where the Goods are stored for the purpose of repossessing, removing and if necessary dismantling such Goods for the purposes of removal.

7.8 On termination of the Contract, howsoever caused, our (but not your) rights contained in this condition 7 shall remain in effect.

8. INSPECTION / SHORTAGES

8.1 You are under a duty to inspect the Goods on delivery to your premises or on collection of all the Goods by you or on your behalf from our premises as the case may be.

8.2 We shall be under no liability for any shortages in the Goods at the time of delivery that would be apparent on careful inspection (whether or not such inspection has been carried out) and in any event will be under no liability if a written complaint is not delivered to us within 14 days of delivery detailing the alleged shortage.

9. PART EXCHANGE

9.1 Where we agree to allow part of the purchase price of a new vehicle referred to in the Contract to be paid by your delivering a used vehicle to us, such allowance is hereby agreed to be given and received and such used vehicle is hereby agreed to be delivered to us and accepted, as part of the sale and purchase of the new vehicle upon the following further conditions:

Such used vehicle is to be delivered to us upon our delivery of the new vehicle to you in the same condition as it was examined by us, subject to normal use between examination and delivery and if it is not, a reasonable deduction shall be made from the allowance being given by us, such deduction to be fixed in default of agreement by a single referee.

If such used vehicle is subject to any hire purchase agreement or other charge whatsoever you shall give us full particulars thereof and any allowance shall be reduced by the amount payable in settlement of such agreement or charge by us.

You warrant that the particulars of the used vehicle which we are to accept and are true and accurate and that the vehicle has not been involved in any serious or major accident.

10. WARRANTY AND LIABILITY

10.1 Where the Goods are sold under a consumer transaction (as defined by the Sale of Goods Act 1979) your statutory rights are not affected by these Terms.

10.2 Our liability for death or personal injury caused by our negligence shall not be limited.

10.3 Goods are supplied with the benefit of the express warranty applicable to either new vehicles, used vehicles or parts which are available for inspection at our premises and which, for new vehicles, will be supplied at the time of delivery.

10.4 OUR OBLIGATIONS REFERRED TO IN CONDITION 10.3 ABOVE ARE THE FULL EXTENT OF OUR CONTRACTUAL AND TORTIOUS LIABILITY FOR BREACH OF STATUTORY DUTY ARISING FROM ANY DEFECTS IN GOODS AND SERVICES AND ACCORDINGLY WE WILL BE UNDER NO LIABILITY TO YOU FOR ANY LOSS OR DAMAGE OF ANY KIND WHATSOEVER WHETHER CONSEQUENTIAL OR OTHERWISE AND WHETHER OR NOT CAUSED DIRECTLY OR INDIRECTLY BY ANY NEGLIGENCE ON OUR PART (EXCEPT

NEGLIGENCE CAUSING PERSONAL INJURY OR DEATH) OR ANY OF OUR SERVANTS, AGENTS OR SUBCONTRACTORS AND ALL CONDITIONS, WARRANTIES AND STIPULATIONS EXPRESS OR IMPLIED STATUTORY CUSTOMARY OR OTHERWISE WHICH BUT FOR SUCH EXCLUSION WOULD OR MIGHT SUBSIST IN YOUR FAVOUR ARE HEREBY EXPRESSLY EXCLUDED EXCEPT THAT SUCH EXCLUSION SHALL NOT APPLY TO ANY IMPLIED CONDITION THAT WE WILL HAVE THE RIGHT TO SELL GOODS WHEN THE PROPERTY IN THEM IS TO PASS

11. SERVICE

11.1 You should remove all personal items from the vehicle when bringing it in for service and we shall have no responsibility for loss of or damage to such items except in consumer transactions and then only when this is caused by lack of reasonable care on our part. Where a vehicle is being repaired following recovery it is your responsibility to remove or otherwise secure the vehicle's load and we shall have no liability for any loss or damage to the load whilst the vehicle is under our control.

11.2 You will pay for any work that we do to or Goods we supply in respect of your vehicle ordered by the driver of the vehicle or any person whom we reasonably believe has your authority to place such an order.

11.3 We shall be entitled to allow the vehicle to be collected on your behalf by any person whom we reasonably believe has your authority to do so and we shall not be liable for any loss of or damage to the vehicle in such circumstances.

11.4 You authorise us to drive the vehicle on the road or elsewhere in connection with any testing or taking the vehicle to coach builders or specialists or otherwise in connection with the carrying out of the servicing/repair.

12. FORCE MAJEURE

12.1 We shall not be liable to you or deemed to be in breach of the Contract by any delay in performing or failure to perform any of our obligations in relation to the Goods arising from any cause beyond our reasonable control.

12.2 If we are unable to perform our obligations under the Contract due to a cause beyond our reasonable control we shall give you written notice of this fact as soon as reasonably practicable after discovering it.

12.3 If our inability to perform our obligations under the Contract due to a cause beyond our reasonable control continues for six months after you receive our notice then either you or we may give written notice without liability to the other to terminate the Contract.

13. SALES PROMOTION DOCUMENTS AND SPECIFICATIONS

13.1 Whilst we try to take every precaution in the preparation of our catalogues, technical circulars, price lists, illustrations drawings and other literature these documents are for your general guidance only and the particulars contained in them shall not constitute representations by us and we shall not be bound by them.

13.2 No dimensions, details, statements or other information as to capacity, output or power specified or contained in the drawings, catalogues, shipping specifications, photographs or other documents or illustrations shall be treated as binding upon us unless we have expressly agreed otherwise in writing signed by an Authorised Signatory. We reserve the right to make such changes in the specification of the Goods and/or the design of or material used in the Goods as may be required to conform with any applicable safety or other statutory requirements or which in our opinion will be an improvement to the Goods, or which do not materially affect their quality or performance or which are otherwise required due to any cause beyond our reasonable control.

14. TERMINATION AND SUSPENSION OF THE CONTRACT

14.1 We shall be entitled by notice in writing to you to treat the Contract as repudiated or to terminate the Contract if you fail to remedy any breach of the Contract within 7 days of notice of such breach.

14.2 Without prejudice to Condition 14.1 and Condition 5.4 we shall be entitled to immediately terminate the Contract or suspend any further deliveries of Goods under the Contract without liability to you if you cease, or threaten to cease, to carry on business.

14.3 Without prejudice to Condition 14.1 we shall be entitled to immediately suspend our performance of the Contract upon any breach of the Contract by you until such breach is remedied to our satisfaction.

15. GENERAL

15.1 Any notice to be given or required or permitted to be given by either party to the other under the Contract or these Terms shall be in writing and shall be deemed to have been duly given if sent or delivered to the party concerned at its registered office or such other address as that party may from time to time notify in writing.

15.2 If any provision of the Contract or these Terms shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of the Contract or these Terms as applicable.

15.3 We are a member of the group of companies whose ultimate holding company is Scania CV AB, and accordingly we may perform any of our obligations or exercise any of our rights hereunder by ourselves or through any other member of our group, provided that any act or omission of any such other member shall be deemed to be our act or omission.

15.4 You may not assign, subcontract, delegate or sub-licence the Contract or any of your rights or obligations under the Contract without our prior consent in writing.

15.5 Our rights shall not be prejudiced or restricted by any indulgence or forbearance extended by us to you and no waiver by us in respect of any breach of the Contract or these Terms shall operate as a waiver in respect of any subsequent breach of the same or any other provision.

15.6 The validity construction and performance of the Contract and these Terms shall be governed by the laws of England. You agree to submit to the non-exclusive jurisdiction of the English Courts.

15.7 A person who is not a party to the Contract has no rights under the Contract (Right of Third Parties) Act 1999 to enforce any term of the Contract or these Terms but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

15.8 Each right or remedy that we have under this Contract is without prejudice to any other right or remedy that we may have, whether under the contract or not.