

SCANIA (GREAT BRITAIN) LIMITED – TERMS OF SALE FOR GOODS AND SERVICES

1. DEFINITIONS

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

"we", "us" and "our" means Scania (Great Britain) Limited, Registered in England No: 00831017, Registered Office: Delaware Drive, Tongwell, Milton Keynes, MK15 8HB.
"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 the customer (you) on these Terms and these Terms exclude any other terms and conditions, including any endorsed on, delivered with or contained in a purchase order, confirmation of order, specification or other document. 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.
- 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 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.
- 2.6 Orders for NEW VEHICLES are only binding on us for sales to bona fide end users for their own use in the normal course of their business (who may act through legitimate pre-authorised intermediaries) who shall supply such undertakings as we reasonably require to verify this status. No order for a new vehicle placed by an unauthorised reseller shall be valid, and if a purchaser becomes or demonstrates an intention of acting as such we may immediately cancel any such order and recover all administrative and other losses incurred, whether or not the vehicle is delivered to 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 at our absolute discretion, 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 prevailing at the date of delivery.
- 4.2 Unless otherwise stated all prices quoted are as delivered to the authorised Scania dealer or workshop 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:
 - (a) increases in our supplier's prices;
 - (b) any change in delivery dates, quantities or specification for the Goods which is requested by you;
 - (c) any other increase in cost to us for any reason beyond our control.
- 4.4 We shall require a deposit from you (unless by exceptional prior agreement) of a proportion of the price to be paid. We shall be entitled to retain this deposit in partial payment of any sums due where an order is cancelled by you without cause. If our costs exceed the deposit you will reimburse this excess on demand.

5. TERMS OF PAYMENT

- 5.1 Save for trading accounts subject to 5.2 below, the price of all Goods shall be due and payable by you in cleared funds not later than the day prior to the date of delivery unless otherwise agreed by an Authorised Signatory. Where payments by credit card or otherwise incur a handling or other charge we may recover this sum from you.
- 5.2 While you have a valid trading account with us the price of all Goods comprised of parts and services (specifically excluding vehicles) 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:
 - (a) cancel the Contract or suspend any further deliveries of the Goods;
 - (b) 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;
 - (c) at any time, at our discretion, demand security for payment before continuing with the Contract or delivering any Goods;
 - (d) 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
 - (e) 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.
- 5.6 We shall be entitled to retain possession of any of your Goods (whether new or used vehicles, parts or otherwise) against payment of any sums due to us on any of your accounts and whether relating to sales of vehicles, parts or services.

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 you or on your behalf or the Goods have been delivered to you by us or on our behalf. We may agree to deliver to you or your nominated bodybuilder or specialist supplier.
- 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:
 - (a) store the Goods until actual delivery and charge you for the reasonable costs incurred awaiting delivery (including storage, stocking charges and insurance); or
 - (b) sell the Goods at a reasonably obtainable price and (after deducting all reasonable costs incurred including storage, stocking charges, insurance and selling expenses) account to you for any 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 Risk of damage to or loss of the Goods shall pass to you when:
 - (a) we notify you that the Goods are available for collection in the case of Goods which are to be delivered at our premises; or
 - (b) in the case of Goods we have agreed to deliver 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, or (as (a) above)
- 7.2 such other time agreed in advance in writing by an Authorised Signatory.
- 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.
- 7.3 Title in the Goods shall not pass to you if there are any amounts outstanding on any account from you to us.
- 7.4 **In the case of new Vehicles you may not under any circumstances sell or otherwise dispose of or encumber the Vehicles prior to payment in accordance with Condition 5 above, unless with prior written agreement of an Authorised Signatory.** You are authorised by us to use the Goods other than new vehicles in the ordinary course of your business or to sell the Goods to a bona fide arms length third party 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 any other money or property.
- 7.5 Until title to the Goods passes you shall:
 - (a) hold the Goods in a fiduciary capacity and as our bailee;
 - (b) keep the Goods properly stored and protected separate and distinct from all other property and insured with a reputable insurance company for their full replacement value.
- 7.6 We may revoke the power of sale contained in Condition 7.4 at any time with immediate effect by notice to you.
- 7.7 Your power of sale contained in Condition 7.4 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.
- 7.8 We (including our representatives, agents and employees) are irrevocably authorised by you at any time to enter upon any of your premises or those of any third party where the Goods are stored, using reasonable force in the case of urgency for the purpose of repossessing, removing and if necessary dismantling such Goods for the purposes of removal.
- 7.9 On termination of the Contract, howsoever caused, our (but not your) rights contained in this condition 7 shall remain in effect.
- 7.10 Customer Property: Any customer Goods including vehicles left with us remain at your risk apart from damage or loss arising from our wilful default or neglect.

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 2 working 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 to be paid by your delivering a used vehicle to us, this is upon the following further conditions:
 - (a) The used vehicle shall be delivered within 3 months of our agreement of the part exchange unless we agree otherwise.
 - (b) 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, we may at our discretion withdraw the part exchange or make a reasonable deduction from the allowance.
 - (c) If such used vehicle is subject to any hire purchase agreement or other charge whatsoever, without prejudice to your warranty of good title, 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.
 - (d) You warrant that the particulars of the used vehicle which we are to accept are true and accurate and that the vehicle has not been involved in any serious or major accident, and is of satisfactory quality and fit for purpose.
- 9.2 Service Exchange parts shall be subject to surcharge if they do not meet applicable return conditions.

10. WARRANTY AND LIABILITY

- 10.1 Where the Goods are sold under a consumer transaction (as defined by the Sale of Goods Act 1979 or the Supply of Goods and Services Act 1982) your statutory rights are not affected by these Terms.
- 10.2 Our liability for death or personal injury caused by our negligence or breach of strict statutory liability shall not be excluded or limited. We warrant that we have the right to sell goods when title in them is to pass.
- 10.3 Goods are supplied with the benefit of the express warranty applicable under which we shall repair or replace any defective Goods. Terms and conditions are available for inspection at our premises and on our website and which, for new vehicles, will be supplied at the time of delivery.
- 10.4 **Save for clauses 10.1 and 10.2 our obligations referred to in condition 10.3 above are the full extent of our contractual and tortious liability arising from any defects in Goods and Services. We will be under no liability to you for any further loss or damage of any kind however caused whether consequential, financial, loss of profit or opportunity or otherwise. 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.**
- 10.5 **Save for clauses 10.1 and 10.2 above our liability shall in any event be limited to the transaction value of the goods relevant to such liability.**
- 10.6 **Specifications and nominations from the customer. If you provide the specification or nominate the supplier of bodywork, equipment or other adaptations to Goods then we shall not be liable for any issues arising from this, including Type Approval requirements, performance, delays or otherwise. We shall remain responsible for the aspects of the order other than your specification or nomination in accordance with these terms. For product performance or other issues arising from your specification or nomination we shall provide all reasonable assistance in pursuing warranties from suppliers. This shall be the extent of our liability to you.**

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 including trailers and equipment and we shall have no liability for any loss or damage to such items 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.
- 11.5 We may provide centralised calling for customer breakdowns and include a process for customers to use their home dealer account to guarantee payments to repairing dealers. You remain solely responsible for any contract entered into with the repairing dealer and any issues arising shall be dealt with exclusively between you and the repairing dealer on their standard terms or as otherwise agreed between you. We shall give reasonable assistance in seeking a resolution of any disputes.

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 any unperformed element of 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. TUPE

- 14.1 Unless agreed in advance in writing by us no supply is intended to transfer any employees from you or any third party to us or our suppliers or contractors. If any transfer takes place under TUPE or otherwise without our prior agreement, you fully indemnify us from all costs, claims and other expenses of any nature arising from such transfer.

15. DATA

- 15.1 The Company may collect data in a lawful manner, live or stored, relating to Goods. We may process any data in order to provide statistical analysis, promotion, product evaluation, advice, marketing or for other purposes. We may provide this information to suppliers, group companies or other parties in the distribution chain from time to time.
- 15.2 If you have access to or provide any such data as referred to in Condition 15.1 which may be personal data you warrant that you will comply with all laws, regulations or other legal requirements relevant to personal data. You will ensure that you have obtained all requisite consents to the processing of such personal data. You will indemnify us in full for all losses and costs arising from any breach of this warranty and for any other unlawful transmission of data. You may notify us in writing if you do not wish vehicle information to be used by us.

16. TERMINATION AND SUSPENSION OF THE CONTRACT

- 16.1 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.
- 16.2 Without prejudice to Condition 16.1 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 or fail to make payments as they fall due.
- 16.3 Without prejudice to Condition 16.1 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.

17. GENERAL

- 17.1 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.
- 17.2 You and your employees, contractors, advisors and agents will not engage in any conduct which could contravene the Bribery Act 2010 and you will maintain adequate procedures to prevent any such conduct.
- 17.3 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.
- 17.4 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. We may assign, subcontract, delegate or sub-licence part or whole of a Contract to any of our group companies or member of our dealer network.
- 17.5 We value and protect our brand, image and intellectual property. Nothing in these terms or any supply to you grants any ownership or rights over such assets beyond any legal minimum rights essential to the use of any Goods.
- 17.6 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.
- 17.7 Respective of where the Goods are delivered the validity construction and performance of the Contract and these Terms shall be governed by English Law. You agree to submit to the non-exclusive jurisdiction of the English Courts.
- 17.8 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.
- 17.9 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.

These terms and conditions, including any revisions are available on our website, www.scania.co.uk/legal/business-with-scania/