

Scania (Great Britain) Limited

Terms of Sale for Goods and Services



1. DEFINITIONS AND INTERPRETATION

1.1. The following definitions and rules of interpretation apply in these Terms of Sale:

“**Amending Regulation**” means sanctions regulations issued by the EU targeting Russia and Belarus, such as Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia’s actions destabilising the situation in Ukraine, as amended inter alia through Council Regulation (EU) 2023/2878 of 18 December 2023;

“**Authorised Dealer(s)**” means member(s) of our authorised dealer and/or repairer network from time to time;

“**Authorised Signatory**” means a person authorised by us to sign on our behalf;

“**Contract**” means a contract for the supply of Goods incorporating these Terms of Sale and any supplementary terms agreed by an Authorised Signatory;

“**EU**” means the European Union;

“**Goods**” means the goods of any description to be supplied by us and/or where the context permits, the services to be performed by us;

“**Insolvency Event**” means if you cease, or threaten to cease, to carry on business or fail to make payments as they fall due or you 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 have a receiver, manager, administrator or administrative receiver appointed over all or any part of your assets or 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;

“**No-Russia Clauses**” means the provisions set out in [Clause 17](#) having regard to re-exportation safeguards and restrictions, rights of enquiry and audit, remedies and sanctions, and related matters around all and any Goods in light of the Amending Regulation;

“**Order**” means your order for Goods, as set out in your purchase order, your written acceptance of our quotation, job card or in any other format accepted by us;

“**Terms of Sale**” means the terms and conditions set out in this document together with any additional terms agreed in writing and signed by an Authorised Signatory.

1.2. Any reference to “**we**”, “**us**” and/or “**our**” means Scania (Great Britain) Limited, Registered in England No. 00831017.

1.3. Any reference to “**you**”, “**your**” means the customer purchasing the Goods.

1.4. A reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation.

1.5. Unless a right or remedy is expressed to be an exclusive right or remedy, the exercise of it by a party is without prejudice to that party’s other rights and remedies, whether statutory or otherwise.

1.6. Any phrase introduced by the words “**including**” or “**includes**” or similar shall be construed as illustrative and are deemed to have the words “**without limitation**” following them.

1.7. Any notice given under [Clauses 7.5, 12.2, 16 or 17](#) shall not be sent by email.

2. YOUR CONTRACT WITH US

2.1. These Terms of Sale apply to the Contract to the exclusion of any other terms or conditions that you seek to impose or incorporate, including any term endorsed upon, delivered with or contained in any customer documents (save to the extent agreed otherwise in writing by an Authorised Signatory) and to the exclusion of any terms which are implied by trade, custom, practice or through the course of dealing.

2.2. The Order constitutes an offer by you to purchase the Goods in accordance with these Terms of Sale. Each Order accepted by us will constitute a separate contract for the sale of Goods.

2.3. Any Order for vehicle(s) or power solution(s) shall only be deemed to be accepted when we issue a written acceptance of the Order, signed by an Authorised Signatory, at which point the Contract shall come into existence. Acceptance of an Order is subject to our discretion and we are not obliged to accept any Order.

2.4. Any response to a tender or quotation for Goods given by us shall not constitute an offer. A quotation shall only be valid for a period of 21 days from its date of issue, unless otherwise stated in writing. We may withdraw any quotation or tender response at any time before it is incorporated into a Contract.

2.5. 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. Any Order for a new vehicle placed by an unauthorised reseller shall be void and unenforceable, and if you demonstrate an intention of acting as such we may, at any stage prior to delivery, immediately cancel any such Order and recover all administrative and other losses incurred.

2.6. You shall not act as a reseller and shall retain legal title in any new vehicle purchased from us for a minimum of three months unless we consent to such resale. Any breach of [this Clause](#) shall be a material breach, incapable of remedy and we shall be entitled to recover as a debt, immediately due and payable, any discount applied or financial support paid in respect of such vehicle, notwithstanding that such financial support was paid to an Authorised Dealer.

2.7. You are solely responsible for determining the specification and model of any Goods purchased and its suitability for your intended operation and/or use.

2.8. If the Contract provides that a sale is to be made on any trade term defined in any edition of Incoterms, the use of the same shall import the obligations therein provided upon us and you respectively as seller and buyer, and in the case of any conflict or inconsistency with any term or provision of these Terms of Sale, the terms of the relevant Incoterms shall prevail to the extent of such inconsistency or conflict.

3. CANCELLATION

3.1. Any Order which has been accepted by us may not be cancelled or amended by you except where agreed by an Authorised Signatory in writing at our absolute discretion, provided that you indemnify us in full against: all losses (including loss of profit), costs, damages, charges and expenses incurred by us as a result of such cancellation or amendment, including any re-marketing costs. We may retain any deposit paid in relation to a cancelled Order.

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 of the Goods.

4.2. Unless delivery charges are quoted separately, prices quoted are as delivered to the agreed delivery location, exclusive of VAT. For vehicles and power solution, and unless stated otherwise, all costs or charges in relation to packaging, loading, import duties or tariffs, unloading, carriage and insurance, shall be paid by you in addition to the price of the Goods at the time when payment is due for the Goods.

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

- (a) increases in our supplier’s prices;
- (b) change in delivery dates, quantities or specification requested by you;
- (c) delay caused by your failure to provide adequate or accurate information or instructions; and
- (d) increase in cost to us due to any reason beyond our control.

4.4. We may require a deposit from you of a proportion of the price for the Goods. Deposits are non-refundable unless otherwise agreed in writing.

5. TERMS OF PAYMENT

5.1. Save for trading accounts ([Clause 5.2](#)), the price of all Goods shall be due and payable by you in cleared funds no later than the day of delivery (prior to release of Goods) unless otherwise agreed in writing 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. Whilst you have a valid trading account with us the price of all Goods purchased under that trading account, which excludes vehicles, shall be due and payable by you no later than the end of the month following the month of delivery unless otherwise agreed in writing by an Authorised Signatory.

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5.3. You shall notify us in writing within 7 days of receipt of an invoice if you believe that it includes a sum which is not valid and properly due (otherwise such invoice will automatically be considered to be valid). Such notice shall clearly identify any item which is considered to be incorrect, and you shall pay the balance of the invoice which is not in dispute by the due date for payment of such invoice. Once the dispute has been resolved, the balancing payment, if any, shall be made by the due date for payment of such invoice or within 14 days of resolution of the dispute, whichever is the latter.

5.4. If you fail to make any payment on the due date we shall be entitled to:

(a) store the Goods at our premises or transport them elsewhere and store them at your risk until payment is made and charge you for the reasonable costs incurred (including storage, stocking charges and insurance);

(b) cancel the Contract or suspend any further deliveries of Goods;

(c) appropriate any payment made by you to such of the Goods (or the goods or services supplied under any other contract between you and us) as we may think fit;

(d) demand security for payment before continuing with the Contract or delivering any Goods;

(e) repossess the Goods in accordance with **Clause 7.6**; and/or

(f) suspend our performance of all or any of our contractual obligations under or in connection with any other contract with you.

5.5. If payment in full and in cleared funds for any Goods repossessed in accordance with **Clause 5.4** is not made within 3 business days of such repossession we shall be entitled to retain or resell any such Goods, as we see fit.

5.6. You shall pay all amounts due in full, without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law).

5.7. We shall be entitled to retain possession of any of your goods or possessions (including vehicles) against payment of any sums due to us on any of your accounts and whether relating to sales of any Goods.

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

6.1. Unless otherwise confirmed by an Authorised Signatory in writing delivery of the Goods will be deemed to occur when the Goods' handover documentation is signed by you, or in the absence of handover documentation when (i) the Goods leave our or our Authorised Dealer's premises where the Goods have been collected by you or on your behalf or (ii) the Goods are unloaded where the Goods have been delivered to you by us or on our behalf. We may agree to deliver to you, or a third party nominated by you (including a bodybuilder or specialist supplier).

6.2. Any date or dates quoted for delivery of the Goods are approximate only and not of any contractual effect. 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. We will endeavour to keep you informed of any anticipated material delays in delivery. We reserve the right to change any delivery and supply schedule by written notice.

6.3. The Goods may be delivered by us in advance of the quoted delivery date upon giving reasonable notice.

6.4. Unless otherwise expressly agreed in writing we may effect delivery of any Order in one or more instalments, and each such instalment shall be treated as a separate contract.

6.5. If you fail to take delivery of the Goods we may:

(a) store the Goods at your risk until actual delivery and charge you for the reasonable costs incurred awaiting delivery (including storage, stocking charges and insurance);

(b) if you do not take delivery within 10 business days of the agreed delivery date, retain or resell any such Goods, as we see fit; and/or

(c) terminate the Order with immediate effect.

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 or our Authorised Dealer's premises; or

(b) in the case of Goods we have agreed to deliver otherwise than at our or our Authorised Dealer's 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 delivery of the Goods and passing of risk in the Goods in accordance with **Clause 7.1**, legal and, subject to **Clause 7.3**, equitable title, in each instalment of Goods supplied shall not pass to you until payment in full and in cleared funds is received by us:

(a) for such Goods; and

(b) for any and all other Goods supplied under the Contract, in respect of which payment has become due and payable.

7.3. **In the case of vehicles (including chassis), you may not, under any circumstances, sell or otherwise dispose of or encumber the vehicle prior to payment in accordance with Clause 5, unless prior written agreement of an Authorised Signatory is obtained.** You are authorised by us to use the Goods in the ordinary course of your business or to sell the Goods (excluding vehicles in respect of which consent has not been given) to a bona fide arm's 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.

7.4. Until title to the Goods passes you shall:

(a) hold the Goods safe and damage free in a fiduciary capacity and as our bailee;

(b) provide us with access to the Goods and to such information relating to the Goods as we may require from time to time; and

(c) keep the Goods properly stored and protected, separate and distinct from all other property (identifiable as our property) and insured with a reputable insurance company against all risks for their full replacement value.

7.5. We may suspend or revoke your power of sale under **Clause 7.3** at any time by written notice and such power of sale shall automatically cease on the occurrence of an Insolvency Event.

7.6. Until title to the Goods passes to you, we (including our representatives, agents and employees) are irrevocably authorised by you, at any time, to enter upon any of your premises (and you shall procure that we have the same right in relation to any third party premises) where the Goods are stored without notice or other formality and 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. You shall reimburse us for all costs and expenses incurred directly or indirectly with such repossession, removal or dismantlement. For the purpose of **this Clause**, the expression "Goods" shall include any and all parts, accessories and additions, which may be fitted, as well as any modifications that have been made to the Goods after delivery.

7.7. On termination of the Contract, howsoever caused, our rights contained in this **Clause 7** shall remain in full effect.

7.8. Any goods belonging to you, including vehicles left with us, remain at your risk apart from damage or loss arising from our wilful default or neglect.

8. INSPECTION AND SHORTAGES

8.1. You are under a duty to inspect the Goods on delivery in accordance with **Clause 6.1**.

8.2. We shall be under no liability for any shortages or defect 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 written notice is not received by us, within 2 business days of delivery, detailing the alleged shortage or defect.

9. PART EXCHANGE

9.1. Where we agree to allow part of the purchase price of Goods to be paid by the transfer of legal title in a used vehicle to us, the following further conditions apply:

(a) the used vehicle shall be delivered to us within 3 months of our agreement of the part exchange (or such other time period as is agreed in writing);

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(b) such used vehicle is to be delivered to us on or prior to delivery of the new vehicle to you in the same condition as it was examined by us, subject to normal wear and tear between examination and delivery. If it is not, we may at our discretion withdraw the part exchange or make a reasonable deduction from the part exchange allowance;

(c) if such used vehicle is subject to any hire purchase agreement or other charge or encumbrance 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, charge or encumbrance by us;

(d) you warrant that the particulars of the used vehicle are true and accurate, and that the vehicle has not been involved in any serious or major accident and is of satisfactory quality; and

(e) you are responsible for the removal of your personal belongings and the deletion of any personal data from the used vehicle and any onboard device. You must provide, at the date the used vehicle is delivered to us, the used vehicle's up to date V5 log book and all documentation and loose items and accessories (including all vehicle keys, charging equipment and charging cables (plug-in vehicles), vehicle service history (if any), vehicle MOT certificate (if any) and vehicle user manuals).

9.2. Service exchange parts shall be subject to a surcharge if they do not meet the applicable return conditions.

10. WARRANTY AND LIABILITY

10.1. Where the Goods are sold under a consumer transaction (as defined by the Consumer Rights Act 2015) your statutory rights are not affected by these Terms of Sale.

10.2. Nothing in these Terms of Sale shall limit or exclude our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation or any matter in respect of which it would be unlawful for us to exclude or restrict liability.

10.3. Goods are sold with the benefit of our standard warranty terms applicable at the date of delivery (**Clause 6.1**), under which we shall repair or replace any defective Goods. The warranty terms for new vehicles and power solutions, will be supplied at the time of delivery. Warranty terms and conditions are subject to change from time to time, the current version is available at:
<https://www.scania.com/uk/en/home/admin/misc/legal/business-with-scania.html> .

10.4. Except as provided in Clauses 10.1 and 10.2 our obligations referred to in Clause 10.3 are the full extent of our contractual and tortious liability arising from any defects in Goods.

10.5. Except as provided in Clauses 10.1, 10.2, and 10.3 we shall not be liable for:

- (a) any indirect, special or consequential loss or damage;
- (b) any loss of profit or opportunity (whether considered to be a direct loss or otherwise);
- (c) any loss of anticipated saving, bargain or loss or margin (whether considered to be a direct loss or otherwise); and
- (d) your liability to any third party.

10.6. Subject to Clauses 10.1 to 10.5 our liability shall in any event be limited to the transaction value of the Goods relevant to such liability.

10.7. Subject to Clause 10.1, all conditions, warranties and stipulations implied by statute, custom or otherwise are hereby expressly excluded to the fullest extent permitted by law.

10.8. Where you require product modifications or conversion and you provide the specification or nominate the supplier of such works we shall not be liable for any issues arising from the same, 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 of Sale. For product performance, or other issues arising from your specification or nomination, we shall provide all reasonable assistance in pursuing warranties or remedies from the relevant suppliers. This is the extent of our liability to you in respect of such modification or conversion.

11. SERVICE AND REPAIR

11.1. You should remove all personal items from any vehicle brought in for service, inspection or repairs 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 works or Goods supplied by us and ordered by 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 in connection with any testing or taking the vehicle to coach/body builders or specialists or otherwise in connection with the carrying out of servicing, repair and testing.

11.5. If following completion of any work to, or inspection of, a vehicle we advise you, your employees or agents that we consider the vehicle not to be in a safe condition to be used on the road, removal of such vehicle from our premises by you or on your behalf is entirely at your risk. You agree to fully indemnify us, our staff and Authorised Dealers from all costs, claims and liabilities arising from the removal and subsequent use of such vehicle, including any use on the road. This extends to all civil and criminal liabilities arising under common law or statute, including the Road Traffic Acts.

11.6. If you are provided with a courtesy vehicle whilst your vehicle is in for inspection, service and/or repair ("**Courtesy Vehicle**") you accept liability for all loss, damage or theft arising from the loan of the Courtesy Vehicle to you, however caused and you agree to reimburse us immediately on demand for all and any losses, damages, costs, expenses, charges or liabilities incurred by us and arising from the loan of the Courtesy Vehicle to you, including any claims made against us.

11.7. The Courtesy Vehicle shall only be used for the purposes of collection and delivery of your vehicle to or from our Authorised Dealer, and no other use is permitted.

11.8. You shall, and shall procure, that any person collecting such Courtesy Vehicle on your behalf complies with the terms and conditions relating to the use of such Courtesy Vehicle as notified to the driver and you shall indemnify us from all costs, claims and other expenses of any nature arising from a failure to do so.

11.9. Where any work or services are performed by us at your premises (or a third party nominated by you, such as your customer) you shall ensure the provision of safe working conditions for all personnel carrying out such work and services and the early notification of any health and safety hazards or issues affecting the premises where such works are carried out.

11.10. 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.

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12. FORCE MAJEURE

12.1. We shall not be liable to you or be in breach (including in relation to any KPI, service credit requirement or similar) where we are prevented, hindered or delayed from performing any of our obligations under the Contract due to any cause beyond our reasonable control, including acts of God, labour disputes and labour shortages, blockade, war, riot, acts of terrorism, political disturbances, accidents, fire, natural causes and disasters, pandemics, lack of materials, components, or power, lack of, or disruption in or shortage of transport, machine or other breakdown in manufacture, and failure of manufacturer's suppliers to supply ("**Force Majeure Event**"). No payment of any amount payable to us, whether in respect of Goods delivered or otherwise, shall be in any way excused or delayed due to the occurrence of a Force Majeure Event.

12.2. We shall use our reasonable endeavours to mitigate the effects of any Force Majeure Event and if our inability to perform our obligations under the Contract due to a Force Majeure Event continues for six months or more beyond the scheduled delivery date or delivery window either party may give written notice without liability to terminate the affected instalment of Goods.

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 such documents are for general guidance only and the particulars contained therein shall not constitute representations by us nor shall we be bound by them.

13.2. No dimensions, weights, details, statements or other information as to capacity, output or power specified or contained in any drawings, catalogues, technical circulars, shipping specifications, photographs or other documents or illustrations shall be treated as binding upon us unless otherwise agreed in writing by an Authorised Signatory.

13.3. 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. CONFIDENTIALITY

14.1. **This Clause** is in addition to (and does not relieve, remove or replace) a party's obligations or rights under applicable law.

14.2. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by **Clauses 14.3 and 14.4**.

14.3. Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this **Clause 14**; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

14.4. Scania may disclose confidential data to any legal entity within the Scania group and any Authorised Dealer.

15. DATA

15.1. We may collect data in connection with the provision of the Goods, such data will be collected and processed in a lawful manner. We shall process such data in accordance with our privacy policy, the current version of which can be found at: <https://www.scania.com/uk/en/home/admin/misc/legal/business-with-scania.html>.

15.2. If you have access to or provide any data referred to in **Clause 15.1** which may be personal data (as defined by GDPR) you warrant that you will comply with all laws, regulations or other legal requirements relevant to such personal data. You will ensure that you have obtained all requisite consents to the processing of such personal data and will indemnify us in full for all losses and costs arising from any breach of **this Clause** and for any other unlawful transmission of data.

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 commit a material breach of any term of the Contract and (if such breach is remedial) fail to remedy such breach within 14 days of notice of such breach.

16.2. Without prejudice to **Clause 16.1 and 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:

(a) an Insolvency Event occurs; or

(b) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract in full has been placed in jeopardy; or

(c) you breach any of the terms of **Clause 17**.

16.3. Without prejudice to **Clause 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.

16.4. You shall indemnify us against all liabilities, losses, damages, injury, costs, interest and expenses (including direct, indirect or consequential losses, loss of profit, loss of business, loss of reputation, pure economic loss and all legal and other professional fees and expenses) and judgements awarded against or incurred or paid by us as a result of or in connection with a breach or negligent performance in respect of the Contract.

16.5. On termination of the Contract for any reason you shall immediately pay all of our outstanding unpaid invoices, together with any accrued interest.

16.6. If we terminate (or are entitled to terminate) the Contract pursuant to **Clauses 16.1, 16.2, or 17.4** we shall be entitled to immediately terminate all other agreements or arrangements entered into with you on written notice.

16.7. The termination of the Contract, however arising, is without prejudice to the rights and obligations of the parties accrued prior to termination.

16.8. Any clause which expressly or impliedly has effect after termination shall continue to be in full force notwithstanding termination.

17. NO-RUSSIA CLAUSES

17.1. Background.

(a) The EU have issued the Amending Regulation;

(b) Goods supplied by us under these Terms of Sale may be sourced from Scania CV AB, a company incorporated in Sweden;

(c) The Amending Regulation contains mandatory requirements for EU entities selling, supplying, transferring or exporting goods to certain countries, to introduce contractual safeguards against re-exportation to Russia as well as re-exportation for use of supplied products in Russia. Scania CV AB and we therefore do not accept any such re-exportation;

(d) In addition to the Amending Regulation, the UK has its own sanctions and export controls both generally and targeted at Russia under both The Russia (Sanctions) (EU Exit) Regulations 2019 and the Export Control Order 2008, as amended from time to time, which can apply directly to any Orders for Goods within and from the UK; and

(e) In light of the above, you acknowledge, accept and agree to all of the provisions of these No-Russia Clauses in this Clause 17.

17.2. **Re-Exportation Safeguards and Restrictions.** You represent, warrant and undertake that regardless of country of manufacture, export or other origin of Goods;

(a) you will not (whether directly or indirectly) re-export any Goods;

(i) to Russia, defined as the Goods being delivered in Russia, or sold to a legal entity or an individual registered and/or located/residing in Russia, or sold to a legal entity which is more than 50% controlled by another legal entity or an individual registered and/or located/residing in Russia; or

(ii) for use in Russia, defined as the Goods being registered in Russia or used predominantly for domestic traffic in Russia;

(b) you will include non-re-exportation restrictions corresponding to the No-Russia Clauses in all and any of your own agreements for transferring (if so permitted by these Terms of Sale) Goods to a subsequent buyer;

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(c) you shall, if so required and requested at any time by Scania CV AB or us in connection with these Terms of Sale or specific Orders for Goods thereunder, submit relevant end-user statements according to Scania CV AB approved formats, as confirming that no restricted re-exportation will occur; and

(d) you shall immediately notify us of any breaches and incidents occurring on your side, and also of any conduct generally by any third party which could frustrate the purposes of the No-Russia Clauses.

17.3. Enquiries and Audits.

(a) You undertake to fully comply without undue delay with any information requests made in writing by us to enquire into measures taken by you to fulfil all and any of your undertakings as set out in the No-Russia Clauses.

(b) We shall be entitled upon our own request and at our own cost to conduct audits on-site or off-site at any time and in any frequency of all and any of your facilities, systems and documentation, as reasonably required or relevant for us to verify the your fulfilment of all and any of your undertakings under the No-Russia Clauses.

(c) On your reasonable demand, enquiries and audits as above shall be handled through an independent auditor without a right of access for us, if and only to the extent that information is manifestly, or is reasonably likely to be, your proprietary or trade secrets.

(d) You undertake to honour rights of audit and enquiry corresponding to the above also in favour of Scania CV AB, and acknowledge that a refusal to allow Scania CV AB to fully exercise such rights shall be considered a breach of your undertakings to us under this Clause 17.3.

17.4. Remedies and Sanctions.

(a) You acknowledge and accept that all your undertakings of the No-Russia Clauses are essential elements of the contractual and business relationship between the parties, and that consequently any breach of any one of such undertakings shall be considered material and subject to the below regime of remedies and sanctions.

(b) Where a breach by you of any of your undertakings of the No-Russia Clauses, save as set out separately below, is identified and you have not remedied such breach (where remediable) within fifteen (15) days of us sending a written request to that effect, we may with immediate effect and by written notice to you take and/or deploy all, either or any combination of the following remedial actions and sanctions:

(i) Termination of the Contract;

(ii) Cancelling of any confirmed and outstanding Orders, regardless of whether or not the Goods covered by such Orders are subject to re-exportation risks in conflict with the purposes the No-Russia Clauses;

(iii) Waiving of any outstanding or ensuing obligations (such as, but not limited to warranty coverage) under fulfilled Order(s) for any Goods that have been re-exported in conflict with the No-Russia Clauses or which remain unaccounted for as according to Clause

(e) (all such vehicles collectively referred to as “**Sanctionable Products**”);

(iv) Limiting of aftermarket and campaign support for all Sanctionable Products;

(v) Claiming for each breach the payment of a penalty, not to be counted against any damages claimed as below, in an amount determined by us up to the higher of i) the aggregated purchase price paid or payable by you to us for all Sanctionable Products, ii) twenty (20)% of the aggregated value of all Orders for all and any Goods as confirmed by us to you during the last twelve (12) months, and iii) one-hundred-thousand (100,000) GBP; and/or

(vi) Claiming of compensation and indemnities from you, over and above any penalties claimed as above, so as to hold us harmless of all and any costs and damages incurred as a result of your breach, non-accountability of any Sanctionable Products, or other measure(s) taken or not taken and as warranting us to terminate.

(c) If for any specific Order (whether confirmed or not, and regardless of what lead-time remains to the applicable or intended delivery date) we have requested that an end-user statement be obtained and presented to us as set out in Clause 17.2.(b) above, and we have not received such a statement within such reasonable period as has been set out in the written request, we shall not be liable to fulfil your delivery obligations with regard to the Goods covered by such Order until the end-user statement has successfully been submitted to us. Where this still has not happened within fifteen (15) days from the date of sending of the request, we shall also be entitled to immediately take all, either or any combination of the following actions:

(i) Refusal to confirm new Orders, regardless of whether or not they were subject to the relevant end-user statement request by us;

(ii) Cancellation by written notice to you of the Order(s) for which the relevant end-user statements were requested;

(iii) Cancellation, whether in connection with the Order cancellation referred to in Clause 17.4.(c)(ii) above or at any time thereafter, of any other Order for Goods which is still outstanding with you; and/or

(iv) Claiming of compensation and indemnities from you to hold us harmless of all and any costs and damages incurred as a result of any Order cancellation(s) as above.

(d) Where Goods that were delivered to you have then been re-exported in conflict with the purposes of these No-Russia Clauses by any third party, notwithstanding that all of your undertakings as set out therein have been fulfilled, we may with immediate effect and by written notice to you take and/or deploy all, either or any combination of the following remedial actions and sanctions:

(i) Termination of the Contract;

(ii) Cancelling of any confirmed and outstanding Orders, regardless of whether or not the Goods covered by such Orders are subject to re-exportation risks in conflict with the purposes of the No-Russia Clauses;

(iii) Waiving of any outstanding or ensuing obligations (such as, but not limited to warranty coverage) under fulfilled Order(s) for all Sanctionable Products; and/or

(iv) Limiting of aftermarket and campaign support for all Sanctionable Products.

(e) Where there is persistent uncertainty as to the location of any Goods delivered to or through you (such as due to non-activation in our systems of a warranty start date, or non-connectivity for positioning), and you have not reliably accounted for such Goods within fifteen (15) days of us sending a written request for explanations, Clause 17.4(d) shall apply correspondingly with a right for us to consider such Goods that remain unaccounted for as Sanctionable Products.

(f) You acknowledge that due to Scania CV AB having to comply with continued changes to sanctions regulations, such as the Amending Regulation, the No-Russia Clauses may have to be varied from time to time. Where such amendment(s) (as may be required for such Scania CV AB compliance) cannot be agreed with you, we may with immediate effect and by written notice to you terminate the Contract and cancel any confirmed and outstanding Orders.

17.5. Miscellaneous

(a) Changes to the No-Russia Clauses may be communicated by us in writing to you, and shall become binding on you if no objections to the communicated changes have been received by us in writing within fifteen (15) days of sending of the communication.

(b) In the event of any conflict between these No-Russia Clauses and the Terms of Sale, these No-Russia Clauses shall prevail.



Scania (Great Britain) Limited

Terms of Sale for Goods and Services

18. GENERAL

18.1. Any provision of the Contract which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions.

18.2. Failure or delay by either party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of other rights under the Contract.

18.3. Any waiver of any breach of, or any default under, any provision of the Contract shall not be deemed a waiver of any subsequent breach or default.

18.4. The parties to the Contract do not intend that any term of it shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

18.5. Any notice to be given under the Contract shall be in writing and notices given under **Clauses 7.5, 12.2, 16 or 17** 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 (and notices sent to us shall be addressed to our Head of Legal).

18.6. No variation of this Contract shall be effective unless it is in writing and signed by the parties.

18.7. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

18.8. You and your employees, contractors, advisors and agents will not engage in any conduct which could contravene the Bribery Act 2010 or similar applicable laws and you will maintain adequate procedures to prevent any such conduct.

18.9. You may not assign, subcontract, delegate or sub-licence the Contract or any of your rights or obligations under it without our prior written consent. We may assign, subcontract, delegate or sub-licence part or whole of a Contract to any of our group companies or Authorised Dealers.

18.10. We value and protect our brand, image and intellectual property. Nothing in these Terms of Sale 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.

18.11. You will permit us and our representatives' access to all pertinent books and records within your control or possession relating to the Contract and shall retain such books and records for a period of three years following supply of the Goods.

18.12. We may at any time set off any liability of you to us against any liability of us to you, whether such liability is present or future, liquidated or unliquidated, and whether or not such liability arises under the Contract.

18.13. We may use any of our Authorised Dealers to perform any of our obligations under the Contract as we deem fit.

18.14. The validity, construction and performance of the Contract and these Terms of Sale shall be governed by English Law. You agree to submit to the exclusive jurisdiction of the English Courts.

These Terms of Sale including any revisions are available at:
<https://www.scania.com/uk/en/home/admin/misc/legal/business-with-scania.html>

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