A Culpin & Son Ltd

Dealer for Volvo Trucks Northgate Garage, Pinchbeck Spalding, Lincs. PE11 3SE Telephone 01775 725038

www.culpins.co.uk

TERMS AND CONDITIONS OF SUPPLY

1.INTERPRETATION
In these Terms and Conditions the following expressions will have the following meanings unless inconsistent with the context:

"Customer" the person(s), firm or company whose order for the Products is accepted by the Company

"Company" A. Culpin & Son Ltd

"Contract" any contract between the Company and the Customer for the sale and purchase of the Products or supply of the Services formed in accordance with Condition S. On Ltd

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"Parts" any new or reconditioned part, component, lubricant, assembled unit, accessory, tool, or Service Exchange Part marketed by the Company or received by the Company from the Customer for the purposes of performing Services

"Products" any vehicles and/or Parts

"Sale" the sale, lease, hire or similar transaction regarding a Product or Service

"Service Exchange Parts" any parts subject to a surcharge where the original unit has not been returned to the company for refurbishment

"Services" any services which the Company provides to the Customer under a Contract, including but not limited to the supply of Parts during the course of the provision of any Service

"Service Exchange Parts" any parts subject to a surcharge where the original unit has not been returned to the company for refurbishment

"Services" any services which the Company provides to the Customer under a Contract, including but not limited to the supply of Parts during the course of the provision of any Service

"Terms and Conditions" the standard terms and conditions of sale set out in this document together with any special terms agreed in writing between the Customer and the Company or volve the Company; or any motor vehicle received by the Company for the Customer the Customer and the Company or Volve in writing

"Warranty" any warranty granted to the Customer by the Company

S.DESCRIPTION AND SPECIFICATIONS
3.1 The quantity and description of the Products or Services will be as set out in the Company's acknowledgement of order. All samples, drawings, descriptive matter, specifications and advertising issued by the Company or Volvo and any descriptions or illustrations contained in the Company's or Volvo's catalogues or brochures or described on the Company's or Volvo's website are issued or published for the sole purpose of giving an approximate idea of the Products or Services represented by or described in them. Such materials line form part of the Contract and this is not a sale by sample. Without prejudice to the generality of the foregoing the year attributed to any used Vehicle is the year of first registration and not necessarily the year of mandacture.

3.2 The Company may make any change to the specification, design, materials or finishes of the Products or provision of the Services which are required to conform with any applicable safety, statutory or regulatory requirement or do not materially affect their quality or performance.

3.3 The Customer acknowledges that Volvo has a policy of continuous improvement of design, production and specification and that Volvo reserves the right to change the design or specification of any Volvo Product a tan ytim time without notice, and to fulfill sing orders for new Volvo Vehicles or new Volvo Parts (including orders which have been partially completed) with a Volvo Product of the changed design or specification.

3.4 The Company aims to inform the Customer as soon as practicable of any significant changes to design or specification or dered but not Delivered Volvo Products. In the event that the changed design or specification of ordere due to the ordinal order.

4. SERVICES

4. The Company will carry out Services on Vehicles only on components for which instructions have been alween by the Customer but researce.

any losses, damages, costs or expenses whatsoever arising from such cancellation.

4. SERVICES

4.1 The Company will carry out Services on Vehicles only on components for which instructions have been given by the Customer, but reserves the right to carry out any Service to the other components the necessity of which only becomes apparent after dismantling pasts of the Vehicle, and which would affect the safe operation of the Vehicle if not carried out. The Company will give the Customer an estimate of the likely cost of such additional Services but such estimates are not to be regarded as binding and the Company reserves the right to perform the Service in the manner it thinks most suitable. The Customer agrees to pay for such additional Services

4.2 lift the Company supplies Service Exchange Parts to the Customer, the Customer must return the equivalent number and specification of failed parts to the Company within such period as may be agreed in writing by the parties or otherwise within a maximum period of 30 days of the date of Delivery of the Service Exchange Parts ta falling which the Company all be entitled to charge the Customer such on supply.

4.3 It shall be the responsibility of the Customer when leaving any Product at the Company's premises or handing over the Product to any thing party acting on behalf of the Company (including but not limited to any whiche receiver organisation) for the purpose creating Services to hand over the Product in a clean condition, in the case of a Vehicle, to remove all personal belongings and any other goods which do not form part of the Vehicle, and to advise the Company of any payload or any other factor which may affect the Servicing of the Vehicle but not limited to information about the construction, use and history of the Vehicle or Part being Serviced, and where the Customer does not provide such instructions and/or information as soon as reseasonably practicable, then the agreed Delivery date shall be deemed delayed by a period equal to that which elapsed bet

the company of the Savice and the such instructions or authorisations, are required in a contract of the company is expected in the such instructions or authorisations, are required in a contract of the company is expected in the such instructions or authorisations, are required in a contract of the company is a standard rates.

4.6. Where the Customer is in delay as described in Condition 4.5 above for 60 days or more, the Company shall place Customer rotice of such fact and shall have the right to dispose of the Product in such manner as it thinks fit. The Company shall place Customer rotice of such fact and shall have the right to dispose of the Product in such manner as it thinks fit. The Company shall place Customer rotice of such fact and shall have the right to dispose of the Product in such manner as it thinks fit. The Company shall place Customer rotice of such fact and shall have the right to dispose of the Product in such manner as it thinks fit. The Company shall place to the customer shall be customer and the costs incurred in making such disposals. Any remaining balance will be paid to the Customer.

4.7 When a Customer's Shelice is received at the Company's premises for Service, then any of its payload or contents are received, driven, towed, transported or stored by the Company's employees or on behalf of the Company at the risk of the Customer. All Products in the possession of the Company for Service or otherwise are held by the Company at the risk of the Customer's a stending in the Customer's attention is drawn to the importance of ensuring that its own insurance arrangements provide the necessary cover.

4.8 Unless alternative written instructions are given to the Company by the Customer prior to the Company are given to the Company of the Customer's as regarded to the customer's six as regard loss or damage howsoever arising. The Customer's attention is drawn to the importance of ensuring that its own insurance arrangements provide the necessary cover.

4.8 Unless alternative written instr

period. 5.3 Any packaging provided by the Company which is returnable but not returned to the Company within 30 days of Delivery will be charged to

5.3 Any packaging provided by the Customers is considered to the Customers.

5.4 Unless otherwise agreed between the parties, payment for Vehicles is due before Delivery, Payment for Parts and/or Services is due in accordance with the credit terms agreed between the parties in writing. Time for payment is of the essence.

5.5 All payments to be made by the Customer under the Contract will be made in full in cash, cleared funds or by means of a valid credit card accepted by the Company at its sole discretion, without any set-off, restriction or condition and without any deduction for or on account of any counterclaim.

5.5 All payments to be made by the Customer under the Contract, will be made in full in cash, cleared funds or by means of a valid credit card accepted by the Company at its as loe discretion, without any set-off, restriction or condition and without any deduction for an account of any counterclaim.

5.6 The Company may appropriate any payment made by the Customer to the Company to such of the invoices for the Products or Services as the Company thinks fit, despite any purported appropriation by the Company.

5.7 Hany sum payable under the Contract is not paid when due then, without prejudice to the Company's other rights under the Contract that so, the contract is not payable under the Contract.

6.4 The Company will use reasonable endeavours to Deliver or performs as the case may be each of the Customer's of the Products and/or services within the time agreed when the Custome

VOLVO

7. RISK/ITILE
7. Ownership of the Products will not pass to the Customer until the Company has received in full all sums due to it in respect of:
7.1.1 the Products, and
7.2.2 Inlice Products are sums which are or which become due to the Company from the Customer on any account.
7.2.2 Inlice Products fare to cost to the Company spearable from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Company's pearable from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Company's pearable from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Company's pearable from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Company is pearable from all other goods, and maintain the Products in all satisfactory condition insured on the Company is dealth for their full price against all risks to the reasonable satisfaction of the Company, and will whenever requested by the Company produce a copy of the policy of insurance.
7.3 Risk in the Products will pass to the Customer, upon Dellowy.
7.3 Risk in the Products will pass to the Customer that the Company to the Company to the Company to the Company to the Company (and the Company) to terminate the Contract under Condition 12.1 or where a sum payable under the Contract has not been paid when due.
7.5 The Customer grants the Company, its agents and employees an irrevocable licence at any time to enter any permisses where the Products are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them, and agrees to procure access to any third party premises where such Products may be held.
7.6 If the Company provides a courtesy vehicle to the Customer than the Customer will insure such vehicle for the benefit of the Company for its full market value (including agin pissurance) against all

8. WARRANTIES

8.1 Any new Product is sold by the Company subject to any warranty which may be in force at the time of Delivery given by the manufacturer of the Product. Any used Product is sold by the Company, subject to such warranty terms, if any, as specified in writing by the Company.

8.2 Where Volos is the manufacturer of a Product, the Customer is advised that Volos's Vehicle Warranty is printed in the Warranty Certificate contained within the Warranty and Service booklet issued with each new Volov Vehicle and Volov's Parts Warranty is displayed at the Company's premises and that Volvo's Warranty is valid at each and every workshop authorised by Volvo or AB Volvo irrespective of location of the Vehicle or Part in the United Kingdom or overseas.

8.3 The Customer acknowledges that neither Volvo or the Company offers any warranty that any Product complies with the regulations or requirements applicable in any jurisdiction other than in the case of Volvo Products only, those applicable to the United Kingdom.

9. INDEMNITY

The Customer shall indemnify and keep indemnified the Company against all costs, claims, damages, demands or loss whatsoever caused wholly or partly by:

9. INDE-MNI1Y
1. The Customer shall indemnify and keep indemnified the Company against all costs, claims, damages, demands or loss whatsoever caused wholly or partly by:
1. In any breach of the Customer's obligations under this Contract;
2. I any breach of the Customer's obligations under this Contract;
2. I any modification or alteration to any Volvo Vehicle carried out without prior consent and approval of the Company by or on behalf of the Customer, including but not initiated to the litting of any equipment, accessories or replacement parts not expressly approved for use with part of the Customer and the contract of the Company of the Customer of the Indian of the Company of the Company of the Customer of the Company of the Company of the Company of the Customer of the Company of the Co

and Services Act 1982;
10.2.2 for personal injury or death resulting from the Company's negligence;
10.2.3 under section 2(3) Consumer Protection Act 1987;
10.2.4 for any matter which it would be illegal for the Company to exclude (or to attempt to exclude) its liability; or

10.2.4 for any matter which it would be illegal for the Company to exclude (or to attempt to exclude) its liability; or 10.2.4 for any matter which it would be illegal for the Company to exclude (or to attempt to exclude) its liability; or 10.2.4 for any matter which it would be illegal for the Company will be under no liability to the Customer whatsoever (whether in contract, tot finceling negligence), beach of statutory duty, restitution or otherwise) for any injury, death, damage or direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsever caused arising out of or in connection with:
10.3.1 any of the Products, or the manufacture or sale or supply, or failure or delay in supply, of the Products by the Company or on the part of the Company's employees, agents or sub-contractors;
10.3.2 any Service performed by the Company or the Company's employees, agents or sub-contractors;
10.3.3 any breach by the Company or any of the express or implied terms of the Contract;
10.3.4 any use made or resale by the Customer of any of the Products, or of any product incorporating any of the Products; or 10.3.5 any statement made or not made, or advice given or not given, by or on behalf of the Company or therwise under the Contract.
10.4 For the avoidance of doubt and without prejudice to any other rights the Company may have under any Contract, the Company shall not be labeled for any claim for any loss or damage arising from the Customer's failure to comply with Conditions 4, 3 or 4.4 and shall be also any claim for any loss or damage arising from the Customer's failure to company when under any Contract, the Company shall not be labeled for any claim for any loss or damage arising from the Customer's failure to comply with Conditions 4, 3 or 4.4 and shall be also any claim for any loss of the failure or company with conditions 4, 3 or 4.4 and shall be also any claim for any loss of the fa

God, war, industrial disputes, process, me, to report of the control of the control of time for performing such obligations.
12. TERMINATION
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12. THE Company may by written notice terminate the Contract immediately if the Customer is in material breach of the Contract; enters into insolvency, bankruptcy, any arrangement with its creditors or any other arrangement or situation which has a like etc. to ceases to trade or appears in the reasonable opinion of the Company likely or is threatening to cease to trade.
12.2 Fallure to pay any sums due in accordance with Condition 5.3 is a material breach of the terms of the Contract which is not capable of reasonable.

remedy,

12.3 The termination of the Contract howsoever arising is without prejudice to the rights, duties and liability of either the Customer or the
Company accrued prior to termination. The Conditions which expressly or impliedly have effect after termination will continue to be in
force notwithstanding termination.
13. GENERAL

13. GENERAL

3.1 No Contract shall constitute or effect any licence, transfer, sale or other disposal to the Customer or any third party of any intellectual property rights of Volvo or the Company or of any third party in any Product.

13.2 All new Vehicles and/or Parts are sold on condition that the Customer will neither resell the Vehicle and/or Part for commercial gain while new nor enter into a leasing contract involving a transfer of ownership or a purchase option prior to the expiry of the contact and which would allow the lessee to purchase the Vehicle and/or Part at any time including when the Vehicle and/or Part is still new.

13.3 Time for performance of the Company's obligations shall not be of the essence.

13.4 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or otherwise.

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13.5 No failure or delay by the Company to exercise any right, power or remedy will operate as a waiver of it, nor will any partial exercise preclude any further exercise of the same, or of any other right, power or remedy.

13.6 Save as set out in the Contract, these Terms and Conditions may only be varied or amended in writing and signed by a Truck and Bus Centre Managing Director of the Company.

13.7 The Company may assign, delegate, license, hold on trust or sub-contract all or any part of its rights or obligations under the Contract without the Company's prior written consent.

13.9 The Contract is personal to the Customer who may not assign, delegate, license, hold on tuttor or sub-contract all or any of its rights or obligations under the Contract without the Company's prior written consent.

13.9 The Contract and the Warranty documents contain all the terms which the Company and the Customer have agreed in relation to the Products or Services and supersedes any prior written or oral agreements, representations or understandings between the parties relating to such Products or Services. The Customer acknowledges that it has not relied on any statement, promise or representations are regressions or representations or understandings between the parties relating to such Products or Services. The Customer acknowledges that it has not relied on any statement, promise or representations are representations or understandings between the parties relating to such Products or Services. The Customer acknowledges that it has not relied on any statement, promise or representations for representations or understandings between the parties relating to such Products or Services. The Customer acknowledges that it has not relied on any statement, promise or representations from make or graductions.

and the contents of the Contracts (Rights of Third Parties) Act 33.10 The parties to the Contracts (Rights of Third Parties) Act 33.10 The parties to the Contract of one timend that any off its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 33.10 The parties to the Contract of party to it.

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33.12 The Customer is aware that the Vehicle is equipped with software systems that record certain information about the Vehicle and agrees that such information may be transferred to and used by Velvo and its authorised workshops for product development and error detection purposes in Sweden. The Customer shall use reasonable endeavours to ensure that no such information nounted to explain the parties of the company in which is obligations under applicable laws with repart to the transfer of personal data and shall be responsible for ensuring that all necessary consents are obtained from the relevant individuals.

33.13 May notice in connection with the Contract will be in writing addressed to the other party at its registered office, or principal place of business and will be delivered by hand, or first classor special delivery post. The notice will be desired to have developed to the contract will be invested by hand, when left at the proper address for service or if made by pre-paid, first class post or special delivery post, 48 hours after delivered by hand, when left at the proper address for service or if made by pre-paid, first class post or special delivery post, 48 hours after being posted.

33.14 The formation, existence, construction, performance, validity and all aspects whatsoever of the Contract or of any term of the Contract will be governed by English law. The English courts will have non-exclusive jurisdiction to settle any dispute which may arise out of, or in connection with the Contract. The parties agree to submit to that jurisdiction