

CONDITIONS OF SALE

1 DEFINITIONS

For the purposes of these Conditions the following definitions shall have effect:

"the Company"	means Thomas Hardie Commercials Ltd.
"Volvo"	means Volvo Trucks (Great Britain) Limited when these Conditions are applicable to any truck or any Part thereof and means Volvo Bus Limited when these Conditions are applicable to any passenger carrying vehicle or any Part thereof.
"Vehicle"	means a truck or truck chassis or passenger carrying vehicle or passenger carrying vehicle chassis marketed by the Company.
"Part"	means any part component lubricant assembled unit accessory tool reconditioned unit or service exchange unit marketed by the Company.
"Product"	means Vehicle and/or Part.
"Customer"	means the person firm or company which has contracted to receive any Product.
"Sale"	means any reference to a "sale" or "re-sale" or "selling" or similar words and where the context so requires shall be deemed to include a reference to leasing rental hire or similar contract.

2 APPLICATION

These Conditions shall apply to and govern all contracts for the supply of any Product by the Company to a Customer. These Conditions supersede and exclude all terms and conditions of contract sought to be imposed by the Customer at any time in relation to an order. These Conditions shall not apply to any Product supplied to Volvo Truck Finance (Great Britain) Limited.

3 QUOTATIONS

A Quotation is for information only and acceptance thereof will not in any circumstances constitute a contract.

4 ORDERS AND CANCELLATION OF ORDERS

a) No order for any Product will be binding until accepted in writing by the Company. The Company reserves the right to call for a deposit with the order as a condition of acceptance of the order.
b) In the event of a Customer purporting to cancel an order for any Product which has been accepted by the Company in writing the Company will only release the Customer from its obligations on payment by the Customer of a sum equal to all loss and/or damage suffered by the Company.

5 VALUE ADDED TAX

All prices are exclusive of Value Added Tax, which, if applicable, shall be added at the rate prevailing at the tax point date.

6 PRICE ALTERATIONS

If after the date of acceptance of the order, and before delivery of any Product to the Customer, the cost to the Company shall increase for whatever reason the Company may give notice of such increase in price to the Customer and the contract price shall be correspondingly increased.

7 DELIVERY

a) The Company will endeavour to make any Product available for delivery on the date or dates agreed but cannot be liable for any loss damage or expense caused by any failure to do so.
b) i) Delivery of any Vehicle shall be at the Customer's premises unless otherwise agreed in writing. Delivery of any Part shall be at the Company's premises unless otherwise agreed in writing. Delivery may also be effected by release to a collection service appointed by the Customer.
ii) If the Customer shall refuse to accept delivery of any Vehicle in accordance with these Conditions the Company shall have the right to cancel the order and dispose of the Vehicle as it thinks fit without prejudice to any other remedy which the Company may have.
c) The Company reserves the right to suspend delivery of any Product whenever the Customer fails to pay an invoice on the due date.

8 PACKING CHARGES

All packing provided by the Company which is returnable but not returned shall be chargeable together with any charges for collection and delivery.

9 PAYMENT

a) Unless otherwise agreed in writing before acceptance of an order payment for any Product must be made in full in sterling before delivery.
b) Time of payment shall be of the essence of this Contract.
c) Payment shall be deemed to be made only when received by the Company in cash or cleared funds or by means of a valid credit card approved by the Company.
d) If payment is overdue then without prejudice to any other remedy, the Company shall be entitled:-
(i) to charge the Customer interest on any overdue balance at the rate of 4% above the Company's bank's base rate from time to time, or
(ii) to retake possession of the Product(s) in question and for that purpose to enter upon the Customer's premises making good any damage caused, or
(iii) to cancel the original invoice price and to re-invoice at the price chargeable for similar goods at the date of default.

10 RESERVATION OF TITLE

a) The property in any Product supplied by the Company against an order which is the subject of this or any other contract between the Company and the Customer shall remain in the Company until the Company shall have been paid the purchase price, any sum or sums due whether under these Conditions or otherwise and any tax thereon in full.
b) Until property in any Product has passed to the Customer or until delivery of the Product to a third party pursuant to a bona fide contract of sale the Customer will hold the Product in a fiduciary capacity, will not obliterate any identifying mark on the Product or its packaging (where relevant) and will keep the Product separate from any other goods.
c) The Company may at any time after payment for any Product has become due take possession of the Product (which for the avoidance of doubt will include the right to stop the Product in transit) and remove it and the Customer shall be deemed to have granted irrevocable authority to the Company to enter upon the Customer's premises or other premises where the Product may be by its employees or agents to take possession of the Product and (if necessary) to separate the Product from anything to which it is attached.

11 INTELLECTUAL PROPERTY

No contract made on the terms of these Conditions shall constitute or effect any transfer sale or other disposal to the Customer or any third party of any intellectual property rights of Volvo or the Company (if different) or any third party in any Product.

12 RISK AND INSURANCE

a) Risk in any Product shall pass to the Customer upon delivery. It shall be the responsibility of the Customer to insure Products against all risks from the time of delivery.
b) Notwithstanding the foregoing where delivery is at the Customer's premises the Company shall bear the risk during transit.

13 CHANGE OF SPECIFICATION

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 at any time without notice, and to fulfil existing orders for new Vehicles or new Parts (including orders which have been partially completed) with a Product of the changed design or specification, provided that the Product so changed meets the requirements of the original order. In the event that the changed design or specification does not meet the requirements of the original order then the Customer shall have the right to cancel the order within seven working days without any rights to compensation.

14 ILLUSTRATIONS

Illustrations, photographs and general literature relating to Products are intended as a general guide only and are not to be treated as representations made by the Company upon which the Customer is entitled to rely. 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 manufacture.

15 INSPECTIONS AND TESTS

Inspection and tests will be allowed at the Company's workshops before acceptance if requested on or before placing of an order.

16 CONFIDENTIALITY

If either party becomes aware of information notified as or likely to be confidential information relating to the other party the recipient will use it only to the extent that and for the purpose for which it is required hereunder and shall not disclose the same to any third party at any time. Provided always that no such obligation shall exist in relation to information which:

a) Is or hereafter comes into the public domain without fault on the part of the party in possession of the same;
b) Is or comes into the possession of a party otherwise than by reason of an unauthorised disclosure.
The provisions of this clause shall survive the performance of any contract to which these Conditions apply.

17 ERRORS

Any claims regarding errors in despatch or invoicing of any Product must be submitted to the Company within seven days of receipt of the advice note or invoice. The Company may refuse to recognise a claim not made within that period.

18 EXHIBITIONS AND COMPETITIONS

All new Vehicles are sold upon the express condition that they are not without the previous written consent of Volvo to be exhibited at any exhibition or trade fair or used in any competition, trial or collective demonstration.

19 AGENTS

In the case where the Company is a different entity from Volvo, the Company whether known in the trade as an agent or not has no authority to act on behalf of or to bind Volvo. Without prejudice to the generality of the foregoing the Company has no authority to make any representation on behalf of Volvo over and above Volvo's Warranty to the extent that such warranty is applicable to the Product in question.

20 WARRANTY AND EXCLUSIONS

a) 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 the warranty terms, if any, specified.
b) For the purposes of circumstances where the Volvo warranty is applicable, the Customer is advised that Volvo's Warranty is printed in the Warranty Certificate contained within the Warranty and Service booklet issued with each Vehicle and that Volvo's Warranty is valid at each and every workshop authorised by Volvo or AB Volvo irrespective of location of the Vehicle in the United Kingdom or overseas.
c) Except to the extent that the Company is prevented by law from excluding such liability the Company will not be liable to the Customer for any injury, loss, damage, costs or expenses of any kind whatsoever arising out of or in connection with this Contract between the Company and the Customer or arising out of or in connection with any Product or its use and whether or not such injury loss damage costs or expense be occasioned by the negligence of or other tortious act of or breach of statutory duty by the Company or any person for whom the Company would otherwise be liable.
d) By accepting these Conditions the Customer acknowledges that no representation has been made to him concerning any Product other than as may be set out in these Conditions and any warranty referred to in clause 20a) and all other warranties, conditions and representations whether implied by statute, common law or otherwise are so far as permitted by law hereby excluded.

21 SAFETY WARNING

a) The Customer acknowledges that any calculations and conclusions of Volvo with regard to safety are made on the basis that any Volvo Product will be used and service carried out:-
(i) only with Parts, accessories, equipment or bodywork manufactured or approved by Volvo and supplied by or with the approval of Volvo, and
(ii) using methods specified in the service manuals and/or service bulletins issued by Volvo from time to time, and
(iii) at the intervals recommended by Volvo.
The Company therefore warns that the fitment of any other parts, accessories, equipment or bodywork may affect the safety of a Volvo Product.
b) The Customer shall keep accurate job cards and records for twelve years of each Part, accessory, equipment or bodywork fitted to any Vehicle.

22 INDEMNITY

a) The Customer shall indemnify the Company against all costs claims damages demands or loss whatsoever caused wholly or partly:-
(i) by any breach of the Customer's obligations under this Contract or under any warranty referred to in clause 20a);
(ii) by any modification or alteration to any Product carried out by or on behalf of the Customer or by any third party whether or not with the consent approval or knowledge of the Company including without prejudice to the generality of the foregoing, the fitment by or on behalf of the Customer or by any third party of any equipment, accessories or replacement parts unless the said modification alteration or fitment is carried out at the request of the Company and in strict conformity with any instruction (including drawings) provided by the Company, or
(iii) by the fitment by the Customer to any Volvo Product of any equipment, accessories or replacement parts which do not comply fully with all relevant technical specifications and/or standards of quality of Volvo.
b) If the Customer shall suffer any loss, damage or expense as a result of any claim made or threatened against it by any third party, whether under the Consumer Protection Act 1987 or the Health and Safety at Work etc. Act 1974 or any amendment or re-enactment of either thereof or otherwise, and whether resulting in litigation or not, in respect of injury, loss or damage, wholly or partly caused by or arising out of or in connection with a defect or defects in any Product supplied by the Company to the Customer or work carried out by the Company on a Product, then if the said defect or defects or any of them was or were caused either wholly or partly by any act or omission of the Customer (whether negligent or blame-worthy or not), then the Customer shall indemnify the Company against all costs claims damages demands or loss whatsoever arising therefrom or in connections therewith.

23 SUB-CONTRACTING

The Company reserves the right to sub-contract all or any part of this Contract.

24 TERMINATION

a) This Condition applies if:
(i) the Customer shall be or become the subject of an order for bankruptcy or insolvent or call a meeting of or make any arrangement or composition with its creditors or have any execution or distress levied against it or go into liquidation (other than for the purpose of solvent amalgamation or reconstruction) or have a petition for compulsory winding up presented or an administration order made against it, or have a receiver or administrative receiver of any of its assets appointed; or
(ii) the Customer ceases or threatens to cease to carry on business; or
(iii) the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly;
(iv) the Customer is in breach of this Contract.
b) If this Condition applies then without prejudice to any other right available to the Company, the Company shall be entitled without liability to the Customer to terminate this Contract, to re-sell any Product (in which case any loss sustained on re-sale shall be repaid to the Company by the Customer), and/or to suspend further deliveries under this Contract, and/or to retake possession of any Product which remains the property of the Company, and if any Products have been delivered but not paid for the price shall become immediately due and payable. The licence granted pursuant to clause 10c) shall apply in such circumstances.

25 COMPLIANCE WITH FOREIGN REGULATIONS

The Customer acknowledges that neither Volvo nor if different the Company offers any warranty that any Product complies with the regulations or requirements of any State in the World other than, in the case of Volvo Products only, those of the United Kingdom and of the European Community.

26 FORCE MAJEURE

The Company shall not be liable to the Customer or be deemed to be in breach of this Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to any Product or service thereof, if the delay or failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Company's reasonable control:-
a) Act of God, flood, tempest or power failure;
b) war or threat of war, sabotage, insurrection, civil disturbance or requisition;
c) acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
d) import or export regulations or embargoes;
e) strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party);
f) default of suppliers or sub-contractors which the Company could not reasonably have anticipated.

27 WAIVER

Failure by the Company to enforce at any time any of the provisions of these Conditions shall not be construed as a waiver of any of its rights hereunder. Any waiver of a breach of any provision hereof shall not affect the Company's rights in the event of any further breach.

28 JURISDICTION

A contract incorporating these Conditions shall be interpreted and governed in all respects in accordance with English Law and the parties submit to the non-exclusive jurisdiction of the English Courts.

29 CLAUSE HEADINGS

The clause headings are inserted for convenience only and shall not affect the interpretation of these Conditions.

30 NOTICES

Any notice may be served on the Customer (or if more than one on any of them on behalf of all) either personally or by leaving it at or sending by recorded delivery post, telegram, telex or telefax to the registered office or residence or recognised place of business of the Customer and shall be deemed to have been given at the time when through the ordinary course of post or transmission it would normally arrive.

31 VARIATION

These Conditions may not be varied unless in writing and signed by an authorised officer of each of the parties.

32 SEVERANCE

If any term or provision or any part thereof contained in these Conditions other than those relating to payment shall be held to be illegal or unenforceable under any enactment or rule of law such term or provision or part thereof shall to that extent be deemed not to form part of these Conditions and the enforceability of the remainder of these Conditions shall not thereby be affected.

CONDITIONS OF SERVICE

1 DEFINITIONS

For the purposes of these Conditions the following definitions shall have effect:

"the Company"	means Thomas Hardie Commercial Ltd.
"Volvo"	means Volvo Trucks (Great Britain) Limited when these Conditions are applicable to any truck or any Part thereof and means Volvo Bus Limited when these Conditions are applicable to any passenger carrying vehicle or any Part thereof.
"Vehicle"	means any truck or passenger carrying vehicle.
"Part"	means any part component lubricant assembled unit accessory tool reconditioned unit or service exchange unit marketed by the Company.
"Product"	means Vehicle and/or Part.
"Customer"	means the person firm or company which owns or is authorised to use any Vehicle.
"Service"	means the adjustment maintenance repair overhaul or modification of Vehicle or Parts under the terms of the Company's Warranty or otherwise to be undertaken as required to the Company's quality standards. For the avoidance of doubt the expression "Service" shall include the supply of Parts during the course of the provision of any Service.

2 APPLICATION

These Conditions shall apply to and govern all contracts for the supply of Service by the Company to a Customer. These Conditions supersede and exclude all terms and conditions of contract sought to be imposed by the Customer at any time in relation to an order. These Conditions shall not apply to any Product owned by Volvo Truck Finance (Great Britain) Limited.

3 QUOTATIONS

The Company is not obliged to give a quotation before commencing any Service, unless previously requested by the Customer in writing to do so. Any quotation is for information only and acceptance thereof will not in any circumstances constitute a contract. A quotation should only be considered as an estimate of the Company's charges, and is dependent upon the costs of dismantling and re-assembly and the condition of the relevant component parts.

4 ESTIMATES AND SERVICE

- a) The Company will carry out Service only on Components for which instructions have been given by the Customer but reserves the right to carry out any Service necessary to other components which may become apparent after dismantling and which would affect the operation of the remainder of the Service if not rectified. The Customer will pay the Company for such additional Service irrespective of whether the Service was mentioned in the order or the quotation. Where items not contemplated in the order or the quotation are substantial the Company will endeavour to give the Customer an approximate estimate of the likely costs of such additional work but such estimates are not to be regarded as firm or binding on the Company and the Company reserves the right to deal with Service in the manner it thinks most suitable.
- b) The Customer acknowledges that the Company's policy is to replace any defective part whenever the cost of repair of such defective part would be seventy five percent or more of the cost of a replacement part and the fitment thereof.
- c) The Customer acknowledges that the Company has the right to supply service exchange Parts provided that the price thereof including repair labour is not more than seventy five percent of the price of the equivalent new Parts.
- d) If 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 seven days of the date of delivery of the service exchange Parts failing which the Company shall be entitled to charge the Customer for such non-supply.

5 ORDERS AND CANCELLATION OF ORDERS

- a) No order for supply of Service will be binding until accepted in writing by a suitably qualified representative of the Company. The Company reserves the right to call for a deposit with the order as a condition of acceptance of the order.
- b) In the event of a Customer purporting to cancel an order for supply of Service which has been accepted by the Company in writing the Company will only release the Customer from its obligations on payment by the Customer of a sum equal to all loss or damage suffered by the Company.
- c) The Company reserves the right to refuse to carry out any Service which might alter the homologation or type approval or any Construction and Use Regulations applicable to any Vehicle.

6 PREPARATION FOR SERVICE

It shall be the responsibility of the Customer when leaving any Product at the Company's premises or handing over the product to any person, firm or company acting on behalf of the Company (including but not limited to any vehicle recovery organisation):

- a) to deliver the product in a clean condition so that the Service can be carried out, and
- b) to remove all personal belongings, loose equipment, catering provisions, musical and video tapes or other goods, and
- c) to advise the Company of the description of any payload or any other factor which may affect the Service or the consequences thereof.
- The Company shall not be liable for any claim for any loss or damage if the Customer fails to comply with such responsibilities.

7 PRICE ALTERATIONS

If after the date of acceptance of the order, and before completion of the supply of Service to the Customer, the cost to the Company shall increase for whatever reason the Company may give notice of such increase in price to the Customer and the contract price shall be correspondingly increased.

8 PAYMENT

- a) Unless otherwise agreed in writing before acceptance of an order payment for Service must be made in full in sterling before delivery.
- b) Time of payment shall be of the essence of this Contract.
- c) Payment shall be deemed to be made only when received by the Company in cash or cleared funds or by means of a valid credit card approved by the Company.
- d) If payment is overdue then without prejudice to any other remedy, the Company shall be entitled:-
- (i) to charge the Customer interest on any overdue balance at the rate of 4% above the Company's bank's base rate from time to time, or
- (ii) to cancel the original invoice price and to re-invoice at the price chargeable for similar Service at the date of default.
- e) The Company shall have a general lien on all property of the Customer in the Company's possession to secure any sum due from the Customer to the Company.
- f) In the event that either party hereto shall have a claim against the other there shall be no right of set-off against any monies due to the other party.
- g) The Company may appropriate any sums paid by the Customer to any debts owed by the Customer irrespective of the date on which such debts arose.
- h) All prices are exclusive of Value Added Tax, which, if applicable, shall be added at the rate prevailing at the tax point date.

9 RESERVATION OF TITLE

- a) The property in Parts supplied by the Company against an order which is the subject of this or any other contract between the Company and the Customer shall remain in the Company until the Company shall have been paid the purchase price, any sum or sums due whether under these Conditions or otherwise and any tax thereon in full.
- b) Until property in any Product has passed to the Customer or until delivery of the Product to a third party pursuant to a bona fide contract of sale the Customer will hold the Product in a fiduciary capacity, will not obliterate any identifying mark on the Product or its packaging in (where relevant) and will keep the Product separate from any other goods.
- c) The Company may at any time after payment for any Service has become due take possession of any Product supplied pursuant to that Service (which for the avoidance of doubt will include the right to stop the Product in transit) and remove it and the Customer shall be deemed to have granted irrevocable authority to the Company to enter upon the Customer's premises or other premises where the Product may be by its employees or agents to take possession of the Product and (if necessary) to separate the Product from anything to which it is attached.

10 INTELLECTUAL PROPERTY

No contract made on the term of these Conditions shall constitute or effect any transfer sale or other disposal to the Customer or any third party of any intellectual property rights of Volvo or the Company (if different) or any third party in any Product.

11 THIRD PARTY PAYMENT FOR SERVICE

The Customer shall inform the Company before the commencement of any work, whenever the cost of Service is to be paid wholly or partially by a third party. The Company may refuse to accept such order until it is signed by both the Customer and the third party. The Company may refuse permission for the removal of any Vehicle from its premises until the Customer and such third party have given written confirmation of their satisfaction with all Service performed on the Vehicle. The Customer and such third party shall be entitled to inspect and test the Vehicle prior to giving such confirmation. Failure to do so will be deemed to constitute acceptance by the Customer and such third party of the Service. The Customer will be liable for payment of all Value Added Tax, the amount of any excess or deductible on any insurance policy and any charges incurred by the Company to the extent that the third party fails to pay such charges within thirty days of signature of the satisfaction note by the Customer.

12 DELIVERY

- a) The Company will endeavour to complete the Service for delivery on the date or dates agreed but will not be liable for any loss damage or expense caused by any failure to do so.
- b) Following completion of the Service, delivery shall be at the Company's premises, unless otherwise agreed in writing. Release to a collection service appointed by the Customer shall also constitute delivery.
- c) The Company reserves the right to suspend delivery whenever the Customer fails to pay an invoice on the due date.

13 AUTHORITY TO COLLECT

The Company reserves the right to require Customers or their representatives collecting any Vehicle to produce their copy of the order form or of the Company's invoice before the Vehicle is delivered. The production of such an order form or invoice shall be conclusive evidence that the person producing such document is the Customer or a person duly authorised by the Customer to take charge of the Vehicle and any contents.

14 PACKING CHARGES

All packing provided by the Company which is returnable but not returned shall be chargeable together with any charges for collection and delivery.

15 INSURANCE

Each Customer's Vehicle and 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 Customer's risk as regards loss or damage howsoever arising. The Company cannot be held liable or responsible for any claims for any 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.

16 DISPOSAL OF PARTS

Unless alternative written instructions are given to the Company by the Customer prior to the Company agreeing to undertake the Service all materials or parts permanently removed from any Vehicle will become the property of the Company.

17 STORAGE AND DISPOSAL

If any Product received by the Company for Service is not removed by or on behalf of the Customer, whether because of non-payment of the Company's charges or otherwise, within fourteen days of the rendering of the Company's invoice, or if the Customer delivers a product to the Company for Service and fails to give instructions or authorization within fourteen days, the Company may thenceforth charge for storage at its usual rates. The Company will have the right of disposal of the product in such manner as it thinks fit if the Product is not removed by or on behalf of the Customer within sixty days of the rendering of the Company's invoice. The Customer authorises the company to do such acts and execute such documents in the Customer's name as may be reasonably necessary or desirable to enable the Company to dispose of the Product. The Company may deduct from the proceeds of such disposal all sums due to the Company from the Customer, whether in respect of the Service or otherwise (including the costs of storage and the costs incurred in making such disposal) and registering the Company or a third party as the owner of the Product with all relevant authorities. The Company will pay any remaining balance to the Customer.

18 CUSTOMER'S INSTRUCTIONS

- a) If the Company is delayed in effecting delivery due to the Customer's failure promptly to give instructions reasonably required by the Company then, without prejudice to any right of the Company to treat this Contract as repudiated by reason thereof, time for such delivery shall be extended by a period equal to that which elapsed between the Company requiring and receiving such instructions.
- b) The Customer shall give the Company such information concerning the Vehicle, its construction, use and history, as the Company may reasonably request to enable it to perform the Service.

19 CHANGE OF SPECIFICATION

- a) 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 at any time without notice, and to fulfil existing orders (including orders which have been partially completed) with Parts of the changed design or specification, provided that Parts so changed meet the requirements of the original order.
- b) In the event that the changed design or specification does not meet the requirements of the original order then the Customer shall have the right to cancel the order within fourteen days without any right to compensation.
- b) In the event that the Company, either wholly or partly at its expense, modifies one Vehicle owned by the Customer, that shall not be construed as an obligation on the Company to make the same modification to any other Vehicles of the same type owned by the Customer.

20 ILLUSTRATIONS

Illustrations photographs general literature and specification sheets relating to Products are intended as a general guide only and are not to be treated as representations made by the Company upon which the Customer is entitled to rely.

21 CONFIDENTIALITY

If either party becomes aware of information notified as or likely to be confidential information relating to the other party the recipient will use it only to the extent that and for the purpose for which it is required hereunder and shall not disclose the same to any third party at any time. Provided always that no such obligation shall exist in relation to information which:

- a) is or hereafter comes into the public domain without fault on the part of the party in possession of the same;
- b) is or comes into the possession of a party otherwise than by reason of an unauthorised disclosure.
- The provisions of this clause shall survive the performance of any contract to which these Conditions apply.

22 ERRORS

Any claims regarding error in despatch or invoicing of any Service must be submitted to the Company within seven days of receipt of the advice note or invoice. The Company may refuse to recognise a claim not made within that period.

23 WARRANTY AND EXCLUSIONS

- a) Any new Product is sold by the Company subject to the warranty in force at the time of delivery given by the manufacturer of the Product.
- b) Except to the extent that the Company is prevented by law from excluding such liability the Company will not be liable to the Customer for any injury, loss, damage, costs or expense of any kind whatsoever arising out of or in connection with this Contract between the Company and the Customer or arising out of or in connection with the Service or any Product or its use and whether or not such injury loss damage costs or expenses be occasioned by the negligence of or other tortious act of or breach of statutory duty by the Company or any person for whom the Company would otherwise be liable.
- c) By accepting these Conditions the Customer acknowledges that no representation has been made to him concerning the Service other than as may be set out in these Conditions and any warranty referred to in clause 23(a) and all other warranties, conditions and representations whether implied by statute, common law or otherwise are so far as permitted by law hereby excluded.

24 SAFETY WARNING

The Customer acknowledges that any calculations and conclusions of Volvo with regard to safety are made on the basis that any Volvo Product will be used and Service carried out:-

- a) only with Parts, equipment or bodywork manufactured or approved by Volvo and applied by or with the approval of Volvo, and
- b) using methods specified in the service manuals and/or service bulletins issued by Volvo from time to time, and
- c) at the intervals recommended by Volvo.
- The Company therefore warns that the fitment of any other parts, accessories, equipment or bodywork may affect the safety of a Volvo Product.

25 INDEMNITY

- a) The Customer shall indemnify the Company against all costs claims damages demands or loss whatsoever caused wholly or partly:-
- (i) by any breach of the Customer's obligations under this Contract or under any warranty referred to in clause 23(a), or
- (ii) by any modification or alteration to any Product carried out by or on behalf of the Customer or by any third party whether or not with the consent approval or knowledge of the Company including without prejudice to the generality of the foregoing, the fitment by or on behalf of the Customer or by any third party of any equipment, accessories or replacement parts unless the said modification, alteration or fitment is carried out at the request of the Company and in strict conformity with any instruction (including drawings) provided by the Company; or
- (iii) by the fitment by the Customer of any equipment, accessories or replacement parts which do not comply fully with all relevant technical specifications and/or standards of quality of Volvo.
- b) If the Company shall suffer any loss damage or expenses as a result of any claim made or threatened against it by any third party, whether under the Consumer Protection Act 1987 or the Health and Safety at Work etc. Act 1974 or any amendment or re-enactment of either thereof or otherwise, and wholly or partly caused by or arising out of or in connection with a defect or defects in any Product supplied by the Company to the Customer or work carried out by the Company on a Product, then if the said defect or defects or any of them was or were caused either wholly or partly by any act or omission of the Customer (whether negligent or not), then the Customer shall indemnify the Company against all costs claims damages or loss whatsoever arising therefrom or in connection therewith.

26 SUB-CONTRACTING

The Company reserves the right to sub-contract all or any part of this Contract.

27 TERMINATION

- a) This Condition applies if:
- (i) the Customer shall be or become the subject of an order for bankruptcy or insolvent or call a meeting of or make any arrangement or composition with its creditors or have any execution or distress levied against it or go into liquidation (other than for the purpose of solvent amalgamation or reconstruction) or have a petition for compulsory winding up presented or an administration order made against it, or have a receiver or administrative receiver of any of its assets appointed; or
- (ii) the Customer ceases or threatens to cease to carry on business; or
- (iii) the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to a Customer and notifies the Customer accordingly; or
- (iv) the Customer is in breach of this Contract.
- b) If this Condition applies then without prejudice to any other right available to the Company, the Company shall be entitled without liability to the Customer to terminate this Contract and/or suspend further deliveries under this Contract and/or retake possession of any Product which remains the property of the Company and if Service has been supplied but not paid for the price shall become immediately due and payable.

28 FORCE MAJEURE

The Company shall not be liable to the Customer or be deemed to be in breach of this Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to Service of any Product, if the delay or failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Company's reasonable control:

- a) Act of God, flood, tempest or power failure;
- b) war or threat of war, sabotage, insurrection, civil disturbance or requisition;
- c) acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- d) import or export regulations or embargoes;
- e) strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party);
- f) default of suppliers or sub-contractors which the Company could not reasonably have anticipated.

29 WAIVER

Failure by the Company to enforce at any time any of the provisions of these Conditions shall not be construed as a waiver of any of its rights hereunder. Any waiver of a breach of any provision hereof shall not affect the Company's rights in the event of any subsequent breach.

30 JURISDICTION

A contract incorporating these Conditions shall be interpreted and governed in all respects in accordance with English Law and the parties submit to the non-exclusive jurisdiction of the English courts.

31 CLAUSE HEADINGS

The clause headings are inserted for convenience only and shall not affect the interpretation of these Conditions.

32 NOTICES

Any notice may be served on the Customer (or if more than one on any of them on behalf of all) either personally or by leaving it at or sending it by recorded delivery post, telegram telex or telefax to the registered office or residence or recognised place of business of the Customer and shall be deemed to have been given at the time when through the ordinary course of post or transmission it would normally arrive.

33 VARIATION

These Conditions may not be varied unless in writing and signed by an authorised officer of each of the parties.

34 SEVERANCE

If any term or provision or any part thereof contained in these Conditions other than those relating to payment shall be held to be illegal or unenforceable under any enactment or rule of law such term or provision or part thereof shall to that extent be deemed not to form part of these Conditions and the enforceability of the remainder of these Conditions shall not thereby be affected.