

TERMS AND CONDITIONS OF SUPPLY

The Customer's attention is particularly drawn to the exclusions and limitations of liability at Condition 13, the Customer's indemnity in Condition 12 and the Customer's obligation to pay a deposit at Condition 6.2 and ensuring its own insurance cover at Condition 10.6 and 10.7.

1. DEFINITIONS AND INTERPRETATION

In These Terms and Conditions the following expressions will have the following meanings unless inconsistent with the context:

"Customer" the person, firm or company whose order for the Products and/or Services is accepted by the Company;

"Company" Volvo Group UK Limited (registered number 02190944) whose registered office is at Wedgcock Lane, Warwick, CV34 5YA; **"Contract"** the contract between the Company and the Customer for the supply and purchase of the Products and/or Services formed in accordance with Condition 2; **"Core"** the worn VOLVO Part replaced by the Service Exchange Part; **"Data Management Agreement"** VOLVO's standard agreement relating to the collection, processing and usage of information recorded and transmitted from VOLVO Vehicles from time to time in force; **"Final Inspection"** inspection by the Company of the Part Exchange Vehicle(s) once the Part Exchange Vehicle(s) have been delivered to the Company pursuant to Condition 8.1.3; **"Final Valuation"** the final valuation of the Part Exchange Vehicle(s) carried out on or after the Part Exchange Delivery Date; **"Initial Inspection"** the initial inspection carried out by the Company on the Part Exchange Vehicle(s); **"Initial Valuation"** the valuation set out in the Order Form and which is subject to variation by the Company; **"Order"** the Customer's order for the supply of Vehicles by the Company (as set out in the Order Form) and/or the Customer's order for the supply of Parts and/or Services (as given by the Customer orally or in writing); **"Order Form"** the Company's standard order form; **"Part Exchange"** payment of a proportion of the Price by means of the transfer of ownership of the Part Exchange Vehicle(s) to the Company or the purchase of the Part Exchange Vehicle(s) by the Company; **"Part Exchange Delivery Date"** the date referred to in Condition 8.1.3; **"Part Exchange Details Form"** the form recording the condition and details of the Part Exchange Vehicle(s) completed by the Company prior to the Initial Valuation; **"Part Exchange Vehicle(s)"** the Customer vehicle(s) specified in the Order Form as subject to Part Exchange; **"Parts"** any new or reconditioned part, component, lubricant, assembled unit, accessory, tool or Service Exchange Part used by the Company for the purposes of performing Services; **"Price"** the price (as may be varied from time to time by the Company pursuant to Condition 7.5) for the Vehicles as set out in the Order Form and/or the price for the Parts and Services and all other items due from the Customer to the Company under the Contract as notified by the Company to the Customer; **"Products"** any Vehicles and/or Parts; **"Rejected Part Exchange Vehicle(s)"** any Customer vehicle(s) specified in the Order Form as subject to Part Exchange but which are subsequently rejected by the Company pursuant to Condition 8.2; **"Service Exchange Parts"** any remanufactured VOLVO Parts supplied by the Company to the Customer; **"Services"** any services which the Company provides to the Customer under the Contract, including but not limited to the adjustment, maintenance or repair of Products under the terms of the Warranty or otherwise and including but not limited to the supply of Parts whether during the course of the provision of any Services; **"Terms and Conditions"** the standard terms and conditions of supply set out in this document together with any special terms agreed in writing between the Customer and the Company; **"Third Party Manufacturer Warranty"** any warranty provided by any third party manufacturer of the Vehicle which is transferable by the Company to the Customer; **"Vehicle"** the truck, coach or bus (including any chassis) set out in the Order Form; or any motor vehicle received by the Company from the Customer for the purposes of performing Services; **"VOLVO"** Volvo Truck Corporation or Volvo Bus Corporation (as applicable); **"VOLVO Parts Warranty"** the manufacturer warranty for VOLVO Parts covering defective parts attributable to faulty materials or workmanship from time to time in force; **"VOLVO Product"** any genuine new VOLVO branded Product, and **"VOLVO Vehicle"** and **"VOLVO Part"** shall be interpreted accordingly; **"VOLVO Vehicle Warranty"** means the manufacturer warranty covering component failures on VOLVO Vehicles attributable to faulty components or workmanship from time to time in force; **"Warranty"** means the VOLVO Vehicle Warranty, the VOLVO Parts Warranty and the Third Party Manufacturer Warranty.

1.2 All headings are for ease of reference only and will not affect the construction or interpretation of these Terms and Conditions.

1.3 Unless the context otherwise required, references to the singular include the plural and vice versa and references to **"writing"** or **"written"** includes e-mail.

1.4 Any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.5 References to any statute or statutory provision will include any subordinate legislation made under it and will be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time.

2. FORMATION AND INCORPORATION

2.1 Subject to any variation under Condition 16.6, the Contract will be subject to these Terms and Conditions, to the exclusion of all other terms and conditions and all previous oral or written representations including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order or similar document (whether or not such document is referred to in the Contract) and any terms and conditions which may otherwise be implied by trade, custom, practice or course of dealing.

2.2 Unless otherwise specified in writing by the Company, any quotation given by the Company shall not constitute an offer, and is only valid for a period of 30 days from its date of issue.

2.3 Each Order for Vehicles will be deemed to be an offer by the Customer to the Company to purchase those Vehicles set out in the Order Form upon these Terms and Conditions. A Contract for the supply of Vehicles will be formed when the Company accepts the Order by countersigning the Order Form.

2.4 Each Order by the Customer for Parts and/or Services shall be an offer to purchase those Parts and/or Services upon these Terms and Conditions. A Contract for the supply of Parts and/or Services will be formed when the Company accepts the Order orally or in writing or by commencing work or preparatory work.

2.5 The Company is under no obligation to accept an Order.

2.6 Delivery of a Vehicle for repair or a Part Exchange Vehicle or payment of the Price or payment of any deposit by the Customer

to the Company will be deemed conclusive evidence of the Customer's acceptance of these Terms and Conditions.

3. DESCRIPTION AND SPECIFICATIONS

3.1 Subject to Condition 3.4, the quantity and description of the Products and/or Services will be as set out in the Order Form.

3.2 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, brochures or other promotional material or described on the websites of the Company or VOLVO (or otherwise) are issued and/or published for the sole purpose of giving an approximate idea of the Products and/or Services represented by or described in them. Such materials will not form part of the Contract and the sale of Vehicles is not a sale by sample. Without prejudice to the generality of Condition 3.2 and unless stated otherwise by the Company in writing, the parties agree that the year attributed by the Company to any Vehicle is the year of first registration and not necessarily the year of manufacture.

3.3 The parties agree that the Company and/or VOLVO may make changes to the specification, design, materials and/or finishes of the Products and/or provision of the Services from time to time that it, in its sole discretion, decides.

3.4 The Company will use reasonable endeavours to inform the Customer as soon as practicable of any significant changes to design or specification of VOLVO Products that have been ordered by the Customer but not yet delivered by the Company.

3.5 In the event that any changes made to the design and/or specification of Vehicles by the Company pursuant to Condition 3.4 result in the Vehicles no longer meeting the requirements of the Customer as set out in the Contract (as determined by the Company in good faith) then, subject to Condition 3.7, the Customer shall have the right to cancel such Contract within seven (7) days from the date of delivery of the relevant Vehicles or within seven (7) days from the date of notification of such changes by the Company (whichever is earlier). The Company shall not be liable to the Customer for any losses, damages, costs or expenses whatsoever arising from such changes or cancellation.

3.6 The Customer shall not have the right to cancel a Contract pursuant to Condition 3.6 in the event that the changes to the design and/or specification made by the Company and/or VOLVO are as a result of the Company and/or VOLVO complying with any applicable safety, statutory or regulatory requirement.

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 Services in relation to other components the necessity of which only becomes apparent after dismantling parts of the Vehicle. The Company may give the Customer a quotation for the likely cost of such additional Services but the parties acknowledge that such quotations are estimates only and subject to amendment by the Company at any time. The Customer agrees to promptly pay for any additional Services carried out pursuant to this Condition 4.1 upon request by the Company.

4.2 Unless agreed otherwise in writing between the parties, all Service Exchange Parts together with any other materials or parts replaced during the Services will become the property of the Company.

4.3 It shall be the responsibility of the Customer when leaving any Vehicle at the Company's premises or handing over the Vehicle to any third party acting on behalf of the Company (including but not limited to any vehicle recovery organisation) for the purpose of receiving Services to hand over the Vehicle in a clean condition; to remove all personal belongings and any other goods which do not form part of the Vehicle; and to advise the Company, prior to the Services being performed, of any payload or any other factor which may affect the performance of the Services.

5. CONNECTED SERVICES

5.1 The Customer acknowledges and agrees that the Vehicles are equipped with software systems which record and transmit information about the Vehicle and its drivers. Details regarding the way such information is collected, processed and used is set out in the Data Management Agreement.

6. SERVICE EXCHANGE PARTS

6.1 Service Exchange Parts supplied to the Customer by the Company will be subject to a surcharge payable by the Customer in advance. The surcharge will be refunded to the Customer if the Core is returned to the Company within such period as may be reasonably notified by the Company to the Customer (or if no date is notified then within a maximum period of 30 days from the date of supply of the Service Exchange Parts) and fulfils VOLVO's quality requirements for Cores.

7. DEPOSIT, PRICE AND PAYMENT

7.1 The Customer agrees to pay the Price to the Company in accordance with this Condition 7.

7.2 The Company reserves the right to require payment by the Customer of a non-refundable deposit which shall be up to:

7.2.1 20 per cent of the Price; or

7.2.2 such other sum which represents the Company's genuine pre-estimate of the costs and losses that it may suffer (including but not limited to finance costs, stocking charges and vehicle depreciation losses) should the Customer fail to purchase the Vehicle(s); as either a condition of acceptance of an Order or at any time following the countersignature of the Order Form by the Company.

7.3 The Customer agrees to pay to the Company, within 7 days from the date of request and in cleared funds, such sum as is requested by the Company pursuant to Condition 7.2.

7.4 Unless stated otherwise on the Order Form, the Price is exclusive of any costs of packaging and carriage, VAT, vehicle excise duty (VED) and levy (and any other similar or equivalent taxes, duties, fees and levies imposed from time to time by any government or other authority) which will be payable by the Customer in addition to the Price in the manner and at the rate prescribed by law from time to time.

7.5 The Company will be entitled to vary the Price at any time by giving written notice to the Customer to reflect:

7.5.1 any variation in the Customer's requirements for the Products and/or Services;

7.5.2 any increase in the Company's cost of supplying the Products and/or Services as a result of third party suppliers, raw material cost increases, variations to exchange rates, changes of law, and/or the imposition of new or increased tariffs, duties, fees and/or levies which did not apply at the time of agreeing the Price;

7.5.3 any changes made to the specification, design, materials of the Products and/or provision of the Services which were required (as

determined by the Company acting reasonably) to conform with any applicable safety, statutory and/or regulatory requirement; any difference between the Initial Valuation and the Final Valuation calculated pursuant to Condition 8.4; and the rejection of a Part Exchange Vehicle pursuant to Condition 8.2.1.

7.6 Any packaging provided by the Company to the Customer when Parts are delivered and which the Company informs the Customer is returnable but is not returned to the Company within 30 days of delivery will be invoiced to the Customer.

7.7 Unless stated otherwise on the Order Form, payment for Vehicles is due from the Customer to the Company in cleared funds on the date of their delivery or deemed delivery by the Company to the Customer. Payment for Parts and Services and payment of all other sums due under the Contract is due from the Customer to the Company within 30 days of the date of the Company's invoice unless stated otherwise in these Terms and Conditions.

7.8 Time for payment of the Price is of the essence.

7.9 Any dispute by the Customer in relation to an invoice received by the Company must be submitted to the Company within 7 days of receipt by the Customer of such invoice. If the Customer fails to adhere to such timescale then the Company reserves the right to enforce payment of such invoice on its due date pending resolution of the dispute.

7.10 Except with regard to Part Exchange, all payments to be made by the Customer under the Contract shall be made in full in cash, debit card or bank transfer without any set-off, restriction or condition and without any deduction for or on account of any counterclaim.

7.11 The Company may allocate any payment made by the Customer to the Company to such of the invoices for the Products and/or Services and any other sums payable under the Contract as the Company thinks fit, despite any purported allocation by the Customer.

7.12 If any sum payable under the Contract is not paid when due then, without prejudice to any other rights or remedies available to the Company, the Company will be entitled to withhold deliveries of Products and/or to suspend provision of the Services until payment of all overdue sums has been made.

8. PART EXCHANGE

8.1 Where the Company has agreed in the Order Form to accept Part Exchange, the Customer agrees that:

8.1.1 the Initial Valuation is an estimate based upon the Initial Inspection only and non-binding on the Company. The Final Inspection is a more detailed inspection of the Part Exchange Vehicle and shall result in a Final Valuation and shall, amongst other things, verify compliance with those matters referred to in this Condition 8.1;

8.1.2 each Part Exchange Vehicle:

8.1.2.1 is the absolute property of the Customer and the Customer has not parted possession or control of it or sold it or sub-let it or allowed anyone else to have a claim on or interest in it (and the Customer agrees to indemnify the Company against any loss incurred by the Company as a result of any claim by any financial institution or other party adversely affecting the Company's legal interest in such Part Exchange Vehicle); or

8.1.2.2 is the subject of a hire purchase agreement or other encumbrance capable of immediate cash settlement in which case the Customer has notified the Company of the amount required to be paid in settlement thereof and the Customer will settle such sum in full before the Part Exchange Delivery Date.

8.1.3 The Customer shall deliver each Part Exchange Vehicle(s) to the Company's nominated premises on the date reasonably notified by the Company to the Customer in writing in substantially the same condition as at the date of the Initial Inspection (if carried out) and as was specified by the Customer in information provided to the Company pursuant to which the Initial Valuation was calculated;

8.1.4 all statements, assessments and representations made by the Customer when given (and at the Part Exchange Delivery Date) in relation to the Part Exchange Vehicle(s) are accurate and complete in all respects;

8.1.5 it has disclosed to the Company, prior to the Initial Valuation (and on an ongoing basis up to the Part Exchange Delivery Date), all facts that may materially affect the value of the Part Exchange Vehicle(s) and all information provided pursuant to Condition 8.1.2.2 (if applicable) is true and accurate in all respects;

8.1.6 title in the Part Exchange Vehicle(s) will pass to the Company absolutely upon the Part Exchange Delivery Date;

8.1.7 each Part Exchange Vehicle is in a condition suitable for use on a public highway and free from any Department of Transport restrictions (unless agreed otherwise by the Company in writing) as at the Part Exchange Delivery Date;

8.1.8 all vehicle documentation, V5C registration certificate, valid MOT certificate, service history, standard equipment and accessories and keys relating to the Part Exchange Vehicle(s) (unless agreed otherwise by the Company in writing) are made available to the Company on the Part Exchange Delivery Date;

8.1.9 the engine(s) of the Part Exchange Vehicle(s) are free from damage from frost, overheating or abuse as at the Part Exchange Delivery Date; and

8.1.10 the Part Exchange Vehicle(s) meet the minimum standards set out in the Part Exchange Details Form and all details and/or declarations on the Part Exchange Details Form are complete and accurate in all respects as at the Part Exchange Delivery Date.

8.2 In the event that any of the Conditions in 8.1 are not met (as reasonably determined by the Company) then the Company shall have the following options:

8.2.1 to reject the relevant Part Exchange Vehicle(s) and refuse to accept Part Exchange in relation to such Part Exchange Vehicle(s); or

8.2.2 subject to receipt of the monies due pursuant to Condition 8.4, to accept the relevant Part Exchange Vehicle(s); or

8.2.3 reject the relevant Part Exchange Vehicle(s) and rescind the Contract (without incurring any liability to the Customer of any kind).

8.3 In the event that Condition 8.2.1 or Condition 8.2.3 applies, the Customer shall promptly collect the Rejected Part Exchange Vehicle(s) from such premises notified by the Company. If the Rejected Part Exchange Vehicle(s) are not removed from the Company's premises by the Customer within 7 days of the Company notifying the Customer that the Rejected Part Exchange Vehicle(s) are ready for collection, the Company shall have the right to invoice the Customer for storage of the Rejected Part Exchange Vehicle(s) at the Company's standard rates.

8.4 In the event that Condition 8.2 applies, the Company shall notify the Customer that the Final Valuation is not the same as the Initial

<p>Valuation and shall make such revisions to the Price as the Company reasonably deems necessary. The Customer shall immediately following receipt of invoice make any additional payment to the Company as notified by the Company in writing.</p> <p>8.5 In the event that Condition 8.2.3 applies, the Customer shall immediately return all Vehicle(s) specified in the Order Form and which are in its control or possession to such premises notified by the Company in the same state and condition as the Customer received such Vehicle(s) from the Company.</p> <p>9. DELIVERY</p> <p>9.1 Unless notified by the Company to the Customer in writing, delivery of Products and performance of Services shall take place at the Company's premises.</p> <p>9.2 Delivery of Products by the Company shall be on such date notified by the Company to the Customer in writing (which may be updated by the Company from time to time). The Customer may request a postponement of such date by up to 7 days by providing prompt notice to that effect to the Company. If the Company, acting reasonably, deems such postponement acceptable then it shall notify the Customer of a revised delivery date for the Products and deliver accordingly.</p> <p>9.3 Performance of the Services by the Company shall be on such date(s) provided by the Company to the Customer orally or in writing (and which may be updated by the Company from time to time).</p> <p>9.4 The parties agree that any dates provided for delivery of the Products are estimates, and the time of delivery is not of the essence.</p> <p>9.5 The Company will use reasonable endeavours to deliver the Products and/or perform the Services on the delivery dates notified by the Company to the Customer pursuant to Conditions 9.3 and, if no date is notified, then within a reasonable time period, but time for delivery of the Products and/or performance of the Services will not be of the essence.</p> <p>9.6 Within 7 days of the Company's request, the Customer shall provide all applicable purchase order numbers, payment authorisations, instructions, authorisations and information (including but not limited to information about the construction, use and history of a Vehicle and/or Part subject to the Services) requested by the Company and which the Company reasonably requires in order to supply and/or deliver the Products and/or Services.</p> <p>9.7 Where the Customer does not provide such instructions, information and/or authorisations in accordance with Condition 9.6, then the delivery of the Products and/or performance of the Services shall be delayed by such period notified by the Company to the Customer and the Company shall have the right to invoice the Customer for storage of the relevant Product(s) at the Company's standard rates.</p> <p>9.8 If the Customer:</p> <p>9.8.1 fails to take delivery of the Products;</p> <p>9.8.2 fails to remove any Product received by the Company for the purpose of performing the Services from the Company's premises by or on behalf of the Customer within 7 days of the Company notifying the Customer that the Product is ready for despatch/collection; or</p> <p>9.8.3 fails to provide any documents necessary to collect or take delivery of the Products;</p> <p>then the Products will be deemed to have been delivered and the Company, without prejudice to its other rights or remedies, may at its option store or arrange for storage of the Products until actual delivery or sale to a third party, and charge the Customer for all related costs and expenses (including, without limitation, storage, insurance and delivery costs); and/or following written notice to the Customer, sell any of the Products at the best price reasonably obtainable in the circumstances and charge the Customer for any shortfall below the Price plus any relevant storage, insurance, delivery and disposal costs.</p> <p>9.9 If the Company is unable for any reason to deliver the Products and/or perform the Services on the date(s) notified by the Company to the Customer pursuant to Conditions 9.3 and 9.4 then the Company will be deemed not to be in breach of the Contract, nor (for the avoidance of doubt) will the Company have any liability to the Customer for direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of use, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused (including as a result of negligence) by any delay or failure in delivery of Products and/or performance of the Services.</p> <p>10. RISK/TITLE</p> <p>10.1 Risk of damage to or loss of the Products will pass to the Customer upon delivery or deemed delivery of the Products (whichever is earlier) to the Customer.</p> <p>10.2 Legal and beneficial title to a Product will not pass to the Customer until the Company has received in full in cleared funds all sums due to it in respect of the Product.</p> <p>10.3 Until title to the Products has passed to the Customer, the Customer shall:</p> <p>10.3.1 maintain the Products in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks with an insurer that is reasonably acceptable to the Company;</p> <p>10.3.2 not be entitled to sell, hire or lease the Products.</p> <p>10.4 Subject to Condition 10.5, the Customer may make use of the Products in the ordinary course of its business (but not otherwise) before the Company receives payment for the Products.</p> <p>10.5 If before title to the Products passes to the Customer, the Customer becomes subject to any of the events listed in Condition 15.3.3 to Condition 15.3.9 inclusive, then, without limiting any other right or remedy the Company may have:</p> <p>10.5.1 the Customer's right to use the Products in the ordinary course of its business ceases immediately; and</p> <p>10.5.2 the Company may at any time require the Customer to deliver up all Products in its possession that have not been paid for in full; and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the relevant Products are stored to recover them.</p> <p>10.6 The Parties agree that when a Customer's Vehicle is at the Company's premises for Services to be carried out, then its payload and/or contents are received, driven, towed, transported, stored and/or held by the Company's employees or by a third party on behalf of the Company at the Customer's risk as regards loss and/or damage howsoever arising. The Customer's attention is drawn to the importance of ensuring that its own insurance arrangements provide the necessary cover.</p> <p>10.7 If the Company provides a courtesy vehicle to the Customer then the Customer will insure such vehicle for the benefit of the Company for its full market value (including gap insurance) against all risks on a comprehensive policy without restriction or excess and the Customer shall indemnify, keep indemnified and hold harmless the Company for all costs, expenses, liabilities including negligence (other than death or personal injury arising out of the negligence of the Company), injuries, losses, damages, proceedings or legal costs (on a full indemnity basis) and</p>	<p>judgments which the Company incurs or suffers and which arise in connection with or out of the use of such courtesy vehicle (including any accidents involving such vehicle).</p> <p>11. WARRANTIES</p> <p>11.1 Vehicles are sold with the benefit of the VOLVO Vehicle Warranty and, where applicable, the Third Party Manufacturer Warranty.</p> <p>11.2 VOLVO Parts and Service Exchange Parts are sold with the benefit of the VOLVO Parts Warranty. For the avoidance of doubt, VOLVO Parts replaced under the VOLVO Vehicle Warranty do not come with the benefit VOLVO Parts Warranty.</p> <p>11.3 The Company gives no representation or warranty other than the warranties set out in Condition 11.1 and 11.2 and excludes all implied terms and warranties to the fullest extent permitted by law including without limitation those relating to satisfactory quality and fitness for purpose.</p> <p>12. INDEMNITY - The Customer's attention is particularly drawn to this Condition.</p> <p>12.1 The Customer agrees to indemnify, keep indemnified and hold harmless the Company from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, 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), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which the Company incurs or suffers in whole or part as a consequence of:</p> <p>12.1.1 any direct or indirect breach or negligent performance or failure or delay in performance by the Customer its obligations under the Contract;</p> <p>12.1.2 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 limited to the fitting of any equipment, accessories or replacement parts not expressly approved for use with such VOLVO Vehicle, or not fully equivalent in specifications and quality to equipment or replacement parts so approved by VOLVO;</p> <p>12.1.3 any defect in Products caused by any act or omission by third parties or by the Customer or its employees or agents; and any claims arising in connection with the Customer's use of the Vehicle(s) (including but not limited to any accidents involving the Vehicle(s)).</p> <p>13. LIMITATION OF LIABILITY - The Customer's attention is particularly drawn to this Condition</p> <p>13.1 The Company does not exclude its liability to the Customer for:</p> <p>13.1.1 death or personal injury resulting from the Company's negligence;</p> <p>13.1.2 fraud or fraudulent misrepresentation;</p> <p>13.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and</p> <p>13.1.4 for any matter which it would be illegal for the Company to exclude (or to attempt to exclude) its liability.</p> <p>13.2 Subject to Condition 13.1 the Company shall not, under any circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any:</p> <p>13.2.1 loss of use of the Vehicle;</p> <p>13.2.2 loss of profit;</p> <p>13.2.3 loss of business or business opportunity;</p> <p>13.2.4 loss of payload;</p> <p>13.2.5 loss of anticipated savings;</p> <p>13.2.6 loss of or damage to goodwill;</p> <p>13.2.7 special, indirect or consequential loss.</p> <p>13.3 Subject to Condition 13.1 and Condition 13.2, the Company's total liability arising under or in connection with a Contract, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise shall in all circumstances be limited as follows:</p> <p>13.3.1 for defects in the design, material or workmanship of the Products, to the repair or replacement (at the Company's option) of the defective Product in accordance with the terms and conditions of the applicable Warranty;</p> <p>13.3.2 for failure to perform the Services or for the negligent performance of the Services, to the Price for the Services (to the extent received by the Company from the Customer) or to redo the Services (at the Company's option);</p> <p>13.3.3 for failure to deliver the Vehicle on the confirmed (not estimated) delivery date, to 2% of the Price of the Vehicle;</p> <p>13.3.4 for any other types of liability, the Company shall no liability to the Customer whatsoever.</p> <p>13.4 The Customer acknowledges that the above provisions of this Condition 13 are reasonable and reflected in the Price which would be higher without those provisions, and the Customer will accept such risk and/or insure accordingly.</p> <p>14. FORCE MAJEURE</p> <p>The Company will not be liable to the Customer for any failure or delay in performance of the Company's obligations under the Contract as a result of events, circumstances or causes beyond the reasonable control of the Company including, without limitation, acts of God, loss or delay of ships and other transport delays, war, industrial disputes, material shortages, protests, fire, tempest, epidemic or pandemic, explosion, an act of terrorism and national emergencies and the time for performance shall be extended accordingly.</p> <p>15. AMENDMENTS, CANCELLATION AND TERMINATION</p> <p>15.1 The Customer may not amend or cancel a Contract, in whole or in part, without the prior written approval of the Company (at its sole discretion). The Company reserves the right to make any approval conditional upon payment by the Customer to the Company of all loss and/or damage suffered by the Company as a result of any amendment or cancellation and to retain any deposit paid by the Customer.</p> <p>15.2 The Company may by written notice amend or cancel the Contract, in whole or in part, at any time prior to delivery of the Products and/or performance of the Services without liability to the Customer.</p> <p>15.3 Without affecting any other right or remedy available to it, the Company may terminate a Contract with immediate effect by giving written notice to the Customer if:</p> <p>15.3.1 the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default after being notified in writing to make such payment;</p> <p>15.3.2 the Customer commits a material breach of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;</p> <p>15.3.3 the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;</p> <p>15.3.4 the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than for the sole purpose of a scheme for</p>	<p>a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;</p> <p>15.3.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the customer other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;</p> <p>15.3.6 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Customer;</p> <p>15.3.7 the holder of a qualifying floating charge over the assets of the Customer has become entitled to appoint or has appointed an administrative receiver;</p> <p>15.3.8 a person becomes entitled to appoint a receiver over all or any of the assets of the Customer or a receiver is appointed over all or any of the assets of the Customer;</p> <p>15.3.9 a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Customer's assets and such attachment or process is not discharged within fourteen (14) days; or</p> <p>15.3.10 any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Conditions 15.3.3 to Condition 15.3.9 (inclusive).</p> <p>15.3.11 Following termination or cancellation of the Contract, in whole or in part:</p> <p>15.3.12 the Company will be entitled to invoice all Prices, charges, costs and expenses incurred which have not yet been invoiced; and</p> <p>15.3.13 all invoices (including invoices issued under this Condition 15.3.12) will become immediately due and payable by the Customer.</p> <p>15.4 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.</p> <p>16. GENERAL</p> <p>16.1 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 and/or the Company and/or of any third party in any Product.</p> <p>16.2 Subject to the exception stated below in this Condition 16.2, the Customer agrees not to act as a reseller of new Vehicles and/or Parts. This means specifically that all new Vehicles and/or Parts are sold by the Company to the Customer 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 Contract and which would allow a third party lessee to purchase the Vehicle and/or Part at any time including when the Vehicle and/or Part is still new. For the avoidance of doubt it is agreed that where the Customer is a genuine bodybuilder and has obtained the Company's prior written consent to resell a new Vehicle, it may do so after installing a superstructure with significant value (and 'significant value' shall mean a value which, unless agreed otherwise by the Company in writing, is equal to or higher than the Price of the Vehicle).</p> <p>16.3 Time for performance of the Company's obligations shall not be of the essence.</p> <p>16.4 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.</p> <p>16.5 No failure or delay by a Party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.</p> <p>16.6 No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).</p> <p>16.7 Except as expressly provided in the Contract, the rights and remedies provided under the Contract are in addition to, and not exclusive of, any rights or remedies provided by law.</p> <p>16.8 The Company may assign, delegate, license, hold on trust or sub-contract all or any part of its rights or obligations under the Contract.</p> <p>16.9 The Contract is personal to the Customer who may not assign (with the sole exception of to a finance company notified to the Company in advance in order to fund the purchase of the Vehicle(s)), delegate, license, hold on trust or sub-contract all or any of its rights or obligations under the Contract without the Company's prior written consent.</p> <p>16.10 The parties to the Contract do not intend that any of its terms will be enforceable by any person not a party to it.</p> <p>16.11 Nothing in this Contract shall commit the Company to any residual value underwrite or buyback obligation in relation to any Vehicle. Any such obligation may only be entered into and given by a Director (as registered at Companies House) of the Company in writing.</p> <p>16.12 If any provision or part-provision of the Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.</p> <p>16.13 Any 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 class or special delivery post. The notice will be deemed to have been duly served, if 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.</p> <p>16.14 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.</p> <p>16.15 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.</p> <p>16.16 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation will be governed by and construed in accordance with the law of England and Wales.</p> <p>The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation.</p>
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