



GENERAL TERMS & CONDITIONS OF CONTRACTS FOR THE SUPPLY OF NEW MAN VEHICLES

Engineering the Future – since 1758.
MAN Truck & Bus UK Ltd.





NOTICE TO CUSTOMER:

All orders for the supply of any new MAN Chassis & Cab ('Chassis Only') or any MAN Chassis & Cab + Bodywork ('Chassis + Body') between the Customer and MAN Truck & Bus UK Limited ('MTBUK' - Company Number 02688514, Registered Office: Frankland Road, Blagrove, Swindon, SN5 8YU) are subject to (i) the following General Terms and Conditions of Contracts for the Supply of New MAN Vehicles, including the Schedules, and (ii) to any special terms and conditions appearing in the applicable Order Confirmation. Please note that those documents (read and taken together and when the Order Confirmation has been signed by both Parties and after a signed copy has been delivered to the Customer by MTBUK), will together comprise and evidence the legally binding 'Contract' between MTBUK and the Customer. Because of its formal nature, please read this document carefully.

1. DEFINITIONS & INTERPRETATION: In these General Terms and Conditions, the Order Confirmation and the Contract (all as hereinafter defined), and except where the context otherwise requires, the words, expressions, and definitions set out in Schedule 1 will have the meanings assigned to them in that Schedule and be interpreted accordingly. The rules of interpretation in Schedule 1 will similarly apply.

2. STATUS OF QUOTATIONS, DESCRIPTIVE MATTER ETC: Any oral or written quotation, specification or proposal given by MTBUK in relation to the Vehicle (including as to its production, sale and / or delivery) and any prices or other financial information given or contained therein, are merely indicative of MTBUK's intentions subject to Contract. Any descriptive matter or advertising produced by or on behalf of MTBUK (or MAN), including on any website, are produced for the sole purpose of giving an approximate idea of the chassis or vehicle described in them and shall not form part of the Contract.

3. BASIS OF & FORMATION OF CONTRACT:

3.1. All orders and any Contract between the Parties for the production and / or sale of the Vehicle shall be strictly subject to these General Terms and Conditions and the special terms and conditions set out in the applicable Order Confirmation. Where these General Terms and Conditions are silent regarding or inconsistent in relation to any matter set out in the Order Confirmation, the terms and conditions of the applicable Order Confirmation will apply.

3.2. Upon receipt of a Proposal / draft Order Confirmation from MTBUK the Customer shall, if it wishes to proceed with its order, confirm the terms of the Order Confirmation, including in relation to any Customer Requirements, to MTBUK. (If necessary the Parties will liaise with each other and attempt to reach agreement in relation to the form and content of both the Customer Requirements and the Order Confirmation.)

3.3. The Customer acknowledges that if it indicates to MTBUK that it wishes to proceed with its order, including by signing and returning the Order Confirmation to MTBUK, MTBUK may enter into agreements with third parties (including the Manufacturer and, in the case of any Contract for the sale of Chassis + Body, a Bodybuilder,) for the purposes of facilitating and supporting the back-to-back performance of MTBUK's obligations and responsibilities under the Contract. In the case of any Contract for the sale of Chassis + Body, the Customer will use its best endeavours to procure that any such third party (including the Bodybuilder) enter into any such agreement on such terms and conditions and in such manner as MTBUK may reasonably require or deem necessary for those purposes.

3.4. Prior to the formation of a Contract between the MTBUK and the Customer, MTBUK will respond to all reasonable requests for information made by the Customer regarding any relevant agreement intended to be formed between MTBUK and any such third party. On that basis, the Customer shall be deemed to have full notice of such third party agreements.

3.5. Before signing and returning the Order Confirmation to MTBUK, the Customer shall ensure that all information and details which are material to the Customer in the Contract are contained in the Order Confirmation and complete and accurate in all respects.

3.6. The Customer variously represents, warrants and agrees that:
(a) all of the details and information (including as to Price, payment terms and those relating to the Chassis and any applicable Customer Requirements, and / or Specification) which are material to or relevant to the Customer are contained or disclosed in the Order Confirmation and that the Order Confirmation is also true, complete and accurate in all respects;

(b) its signature to the said Order Confirmation shall be given for and on its behalf by a properly authorised person and shall comprise formal confirmation that it agrees to purchase the Vehicle subject to the

various terms and conditions set out in these General Terms and Conditions and the Order Confirmation and to the exclusion of all other terms and / or conditions whenever and however communicated.

3.7. Subject to clause 3.8, the Parties agree that the relevant Order Confirmation and these General Terms and Conditions will together both comprise and evidence the legally binding 'Contract' between MTBUK and the Customer regarding all matters set out in those documents.

3.8. The Order Confirmation shall only be deemed to be accepted by MTBUK, and a legally binding Contract will only be deemed to come in to existence, when MTBUK issues and delivers a copy of its written acceptance of the Order Confirmation to the Customer. The Customer will deliver to MTBUK the signed original of any faxed / emailed scanned or PDF copy of its signed copy of the Order Confirmation within two Business Days of the date of its transmission in default of which MTBUK may decline to proceed with the Customer's order and / or terminate any Contract without any liability to the Customer.

4. PAYMENT & SECURITY:

4.1. Unless credit terms have previously been agreed in writing between the Parties the Customer must pay the Price for the Vehicle to MTBUK, in full and in cleared funds, prior to completion of delivery of the Vehicle and in any event by such date and on such terms as appear in the relevant Order Confirmation.

4.2 The Customer will also pay all VAT and any other applicable taxes and duties or similar charges which shall be additionally invoiced to and payable by the Customer at the rate and in the manner from time to time prescribed by law.

4.3 In the event that the supply or delivery of the Vehicle to the Customer comprises an 'Export of Goods' from the United Kingdom (including within the meaning and effect of and in any of the various circumstances described in HMRC Notice 703 VAT: Export of Goods from the United Kingdom) for VAT zero-rating purposes, the Customer agrees to variously:

(i) provide MTBUK (by Notice and also by way of email to salesadminuk@man.eu) with evidence of proof of such export (as stipulated in sections 6.2 or 6.3 of the said HMRC Notice 703) within the maximum period of notice (90 days) prescribed thereby; and to
(ii) indemnify MTBUK in relation to any loss, damage, costs, additional costs, expenses, penalties or fines suffered or incurred by MTBUK arising from the Customer's failure to provide such evidence of proof of such Export of Goods.

4.4. Time is of the essence as to payment of the Price, VAT and all applicable taxes, duties and similar charges. Payment must be made to the credit of MTBUK's bank account.

4.5. If the Customer fails to pay the Price (or any other sums payable by the Customer to MTBUK under the Contract) by the due date for payment then, and without limiting any of MTBUK's other rights, the Customer shall pay interest on such sums for the period from the due date of payment up to the actual date of payment, whether before or after any judgment. The said interest shall be paid at the rate of four per cent per annum above the base lending rate from time to time of HSBC Bank. MTBUK is entitled to set off any amounts owed to it by the Customer against any amounts payable by it to the Customer.

4.6. MTBUK may, at any time and for any reason, require the Customer to provide proper and adequate security for the discharge of any financial obligation of the Customer to MTBUK under the Contract, including by the payment of a deposit and / or by the provision of a third party guarantee of payment. Any failure by the Customer to provide such security shall be deemed to be a breach of a material term of the Contract entitling MTBUK, in its sole discretion, to suspend or withdraw the supply of the Vehicle and / or to terminate the Contract, without further or any liability to the Customer.

5. DELIVERY OF THE VEHICLE:

5.1. The Customer acknowledges and agrees variously that MTBUK are solely importers and distributors of the Chassis; the Chassis requires a custom build to order by the Manufacturer (which is dependent on the availability of production slots which are themselves subject to change) as well as importation from overseas; the Chassis (if the Contract is for the sale of Chassis + Body) requires conversion into a completed Vehicle by the Bodybuilder and that neither the Manufacturer nor the Bodybuilder give any precise assurances or guarantees as regards the time or date of delivery of the Chassis or of the completed Vehicle to MTBUK. Consequently time of delivery of the Vehicle to the Customer cannot be guaranteed by MTBUK and time of delivery shall not be of the essence in the Contract.

5.2. Notwithstanding the provisions of clause 5.1, MTBUK shall use reasonable endeavours to effect delivery of the Vehicle to the Customer within a reasonable time of any estimated delivery date set out in the applicable Order Confirmation. The Customer may, at any time after the expiry of any estimated delivery date set out in the applicable Order Confirmation, make time of delivery of the essence by delivering written Notice to that effect to MTBUK save that any such written Notice shall not require delivery of the Vehicle to be effected any sooner than before the last Business Day of the month following the month in which any such Notice is delivered to MTBUK.

5.3. The Parties recognise and agree that MTBUK are only obliged (under current regulations) to issue a Certificate of Conformity ('CoC') in relation to either a 'Complete Vehicle' (where they are contracted to supply a complete Tractor Unit) or an 'Incomplete Vehicle' (where they are contracted to supply a Chassis only). Where MTBUK are contracted to supply an Incomplete Vehicle, MTBUK will issue the relevant Incomplete Vehicle CoC. The Parties recognise and agree that it is the responsibility of subsequent multistage manufacturers / suppliers to issue their own CoC - with the final manufacturers / supplier in the build chain having responsibility for issuing the Completed Vehicle CoC.

5.4. Delivery of the Vehicle to the Customer shall be deemed to have been completed at the earlier of either the arrival of the Vehicle at the delivery location (if any) set out in the Order Confirmation or when MTBUK places the Vehicle at the Customer's disposal.

5.5. Any failure by the Customer to take physical delivery of possession of the Vehicle, when required by MTBUK to do so, shall be deemed to be an ongoing breach of a material term of the Contract entitling MTBUK, at its own election, to terminate the same and without any further or any liability to the Customer. Upon any such failure or any such termination MTBUK shall be entitled (but shall not be obliged) to store or resell the Vehicle and to charge the Customer for any costs or expenses incurred in storing and / or, if applicable, for any shortfall between the Price of the Vehicle and the amount recovered by MTBUK upon any such resale. The Customer agrees to pay any such costs or expenses or shortfall to MTBUK, as a debt, within five Business Days of demand being made by MTBUK for payment of the same.

6. TITLE, RISK & INSURANCE IN RELATION TO THE VEHICLE:

6.1. Risk in the Vehicle shall pass to the Customer upon completion of delivery within the meaning of clause 5.4. Title to the Vehicle shall not pass to the Customer until MTBUK has received payment of the Price in full and in cleared funds and for any other vehicle or goods or services that MTBUK has supplied to the Customer in respect of which payment has become due.

6.2. From delivery and until such time as MTBUK has received payment of the Price, the Customer shall variously and at its own cost and expense: (a) hold the Vehicle on a fiduciary basis as MTBUK's bailee; (b) store it separately from all other vehicles held by the Customer so that it remains readily identifiable as MTBUK's property; (c) not remove, deface or obscure any identifying mark, including any MAN logo; (d) maintain it in good and satisfactory condition and in full and proper working order and repair; (e) keep it insured on MTBUK's behalf with an insurer that is acceptable to MTBUK, to a value of not less than the Price, comprehensively against all risks of loss, damage or destruction; pay to the insurer any premiums required to maintain the said policy of insurance and in the event that the Customer fails to pay and MTBUK pays such premiums to the insurer on the Customer's behalf, to pay the same to MTBUK forthwith on demand being made by MTBUK; ensure that such policy be endorsed to name MTBUK as a loss payee in relation to any claim relating to the Vehicle; pay any deductibles due on any claims under such policy; provide MTBUK with at least twenty Business Days' prior written notice of cancellation or material change in the applicable policy of insurance; not do or permit to be done anything which could invalidate the said policy; on demand, supply MTBUK with

copies of the relevant policy documents and such other documents as MTBUK may require to evidence the implementation and maintenance of the said insurance policy, the noting of MTBUK's interests thereon, and the payment of the premiums; (f) give MTBUK full details by immediate Notice (both by telephone and email) in the event of any loss, accident or damage to the Vehicle; (g) on demand allow MTBUK access to the Vehicle at any time and for any reason.

6.3. If after completion of delivery, and before title to the Vehicle passes to the Customer, MTBUK has any reasonable cause to believe or suspect (including as a consequence of anything said or done or any act or omission by the Customer) that the Customer may fail to comply with any of its obligations under the Contract, then MTBUK may at any time, without limiting any other of its rights or remedies, require the Customer to deliver up physical possession of the Vehicle and, if the Customer fails to do so promptly, MTBUK may, and the Customer irrevocably agrees to procure that MTBUK may, by itself or by any MTBUK Representative, enter any premises of the Customer or of any third party where the relevant Vehicle is held in order to recover it.

7. MTBUK'S WARRANTIES IN RELATION TO THE VEHICLE:

MTBUK warrants that upon delivery to the Customer and payment of the Price, the Vehicle shall conform in all material respects with any applicable Specification, be free of Material Defect and be reasonably fit for its normal commercial purpose.

8. MTBUK'S ASSURANCES IN RELATION TO THE CHASSIS:

8.1. Subject to the provisions of clause 10 hereof, MTBUK will, by the Network, repair any Material Defect in the Chassis (but not in any Parts or Bodywork Services and which are subject to the separate warranties given in clause 9 hereof), at no extra charge to the Customer, in the event that:

- i. such Material Defect occurs in a Chassis for a new truck, within 3 years of the date of first registration of the relevant Vehicle or within a properly recorded mileage of less than 450,000 km (or in the case of a Chassis which is either a TGM 4x4 or TGM 6x4 or a TGL, within a properly recorded mileage of less than 300,000 km) whichever is the earliest; or
- ii. such Material Defect occurs in any Chassis for a new bus or coach, within 12 months of the date of first registration of the relevant Vehicle or within 24 months in the case of any Material Defect in any Driveline Components.

8.2. MTBUK warrants that all repairs which are carried out under this clause will be performed with reasonable care and skill.

8.3. For the purposes of any repairs which are to be carried out under this clause, the Customer shall at its own cost and expense deliver the Vehicle to such premises of such member of the Network as MTBUK may nominate and direct.

8.4. All and any other repairs (including Fair Wear and Tear repairs and any repairs to any Parts or Bodywork Services) are excluded from the provisions of this clause.

8.5. All of the warranties contained in this clause shall apply to any repaired or replacement Chassis for the remainder of the period or mileage applicable to the original Chassis under clause 8.1.

9. WARRANTIES IN RELATION TO PARTS & BODYWORK

SERVICES: The Customer acknowledges and agrees that all Parts and Bodywork Services will be resourced through and / or supplied by third party suppliers pursuant to the Customer's instructions. In relation to all such Parts and Bodywork Services the Customer shall be entitled only to such warranty, if any, as MTBUK has received from the third party supplier thereof ('Suppliers Warranty') and in that event in the terms, if any, which are communicated to the Customer in writing by MTBUK before the formation of a Contract on the basis set out in clause 3. ('Supplier', within the context of any Suppliers Warranty, shall include any Bodybuilder.)

10. WARRANTY CLAIMS:

10.1. To enable the Parties to anticipate and manage their commercial expectation and risk under the Contract, the Customer agrees that its sole remedy (and the Customer irrevocably waives all and any entitlement to make or claim any other remedy in relation thereto at any time) in respect of any claim for breach of any of the warranties or assurances set out in clauses 7, 8 or 9 shall be to require MTBUK to either (and in any event subject to MTBUK's sole discretion and election in relation thereto) replace the Vehicle or procure the repair of any Material Defect in the Chassis and / or Parts and / or Bodywork Services (and as the case may be) at no extra charge to the Customer save that MTBUK shall be under no obligation to replace the Vehicle or to procure the repair of any such Material Defect which occurs: (a) in the Chassis after the expiry of the applicable period (or beyond the properly recorded mileage) set out in clause 8.1; or

(b) in any Parts or Bodywork Services either after the expiry of the applicable Warranty Period or otherwise than in accordance with the applicable terms of the Suppliers Warranty.

10.2. Moreover, MTBUK will not be under any obligation to meet any claim (whether in relation to clauses 7, 8 or 9, or otherwise howsoever) unless, and strictly provided, the Customer firstly:

i. delivers Notice to MTBUK in writing giving full particulars of all facts and matters on which it relies as evidencing its claim:

(a) in the case of any claim of failure to conform to its Specification or that the Vehicle is not reasonably fit for its normal commercial purpose by reason of any defect, Material Defect or fault that is (or which should have been reasonably) apparent on either normal visual inspection or during normal use of the Vehicle, within five Business Days of completion of delivery of physical possession of the Vehicle to the Customer; or

(b) in the case of any claim that the Vehicle is not reasonably fit for its normal commercial purpose by reason of any latent defect, including any latent Material Defect, or fault within five Business Days of the latent defect or fault having first become apparent to the Customer; and

(c) in all other cases, as soon as it is reasonably practical to do so.

ii. permits and gives all necessary assistance to MTBUK (or the Manufacturer, Network or Bodybuilder and as MTBUK may more particularly nominate and direct) to allow them to make a full examination of and to perform such investigations or tests on the Vehicle as MTBUK (or the Manufacturer, Network or Bodybuilder) may consider reasonably required or necessary for the purposes of determining the cause, and the materiality, of the alleged defect or fault or in respect of any other cause for the claim;

iii. delivers the Vehicle, at its own cost and expense, to such premises of such member of the Network or Bodybuilder as MTBUK may nominate and direct.

10.3. Furthermore, MTBUK shall not be liable for any claim in any of the following events or circumstances:

(a) if any such claim, defect or fault materialised or occurred as a result of or otherwise in connection with any act or omission (negligent or otherwise) by any person other than MTBUK, the Network or the Manufacturer;

(b) if any such claim, defect or fault materialised or occurred as a result of or otherwise in connection with any act or omission (negligent or otherwise) by the Customer or any Customer nominated Bodybuilder;

(c) if the claim, defect or fault arises because the Customer or any Customer nominated Bodybuilder failed to follow the Manufacturers operating instructions regarding the use, operation and maintenance of the Vehicle or any of the Manufacturers other relevant requirements or procedures (including the Manufacturers Guidelines to Fitting Bodies) or MTBUK's or any MTBUK Representative's oral or written instructions or recommendations regarding any of the same;

(d) if the claim, defect or fault arises as a result of MTBUK, the Manufacturer or any MTBUK Representative following, using or acting upon any information, data, design, detail, drawing, illustration, instruction, process, request or direction or any form of information or any assistance, parts or materials supplied or provided by the Customer or on its behalf;

(e) if the Customer or any Customer nominated Bodybuilder alters, fixes or repairs (or attempts any of the same in relation to) the Vehicle or any Parts or Bodywork Services without the express written consent of MTBUK;

(f) if the defect or fault arises (or appears reasonably to MTBUK to arise) as a result of Fair Wear & Tear, wilful damage, negligence, or abnormal storage or working conditions or abnormal or excessive use.

10.4. If the Customer fails to give Notice of any claim in accordance with the earlier provisions of this clause, it shall be deemed to have accepted the Vehicle.

10.5. For the purposes of any replacement of or any repairs to the Vehicle or Parts or Bodywork Services under the provisions of this clause, MTBUK shall use reasonable endeavours to effect the same (by the Network or Bodybuilder and as MTBUK may elect) within a reasonable time of delivery of the Vehicle by the Customer to such premises or workshop as MTBUK may have nominated and directed.

11. LIMITATION OF MTBUK'S LIABILITY & APPLICABLE EXCLUSIONS (THE CUSTOMERS ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE):

11.1. These General Terms and Conditions set out the full extent of MTBUK's obligations, responsibilities and liabilities (including those of any MTBUK Representative) under the Contract. In particular, there are no conditions, warranties, assurances or other terms, express or implied in relation to the Vehicle, Parts or Bodywork Services that are binding

on MTBUK except as specifically stated in the Contract. Any condition, warranty or other term concerning the Vehicle, Chassis, Parts or Bodywork Services which might otherwise be inferred or implied into or incorporated within the Contract, and whether by statute common law or otherwise howsoever, is hereby and expressly excluded to the fullest extent permissible by law.

11.2. In consideration of the various undertakings given by MTBUK (including the risks undertaken in relation to any agreement with any third party supplier concerning the supply of Parts and Bodywork Services and of the warranties and assurances given in clauses 7,8 & 9 hereof) the Customer hereby and irrevocably agrees:

i. to waive all and any entitlement to claim against MTBUK at any time, for any of the following, and in each and every case howsoever caused even if foreseeable: loss of profit; loss of revenue; loss of business; loss of goodwill; the liabilities of the Customer to any third party; any indirect or consequential loss or damage;

ii. that MTBUK's total liability (including any liability for the acts or omissions of any MTBUK Representative):

(a) under the provisions of the warranties contained in clauses 7, 8 and 9 shall in no circumstances exceed, or extend beyond, the liability to either (and in any event subject to MTBUK's sole discretion and election in relation thereto) replace the Vehicle or procure the repair of any Material Defect in the Vehicle (in accordance with and subject to the provisions of clause 10) at no extra charge to the Customer;

(b) in the event that MTBUK fails to effect delivery of the Vehicle within any time required by any Notice making time of delivery of the essence (given in accordance with and subject to the provisions of Clause 5.2) shall in no circumstances exceed the actual costs and expenses incurred by the Customer in obtaining a replacement vehicle of similar description, specification, performance and quality in the cheapest market available;

(c) for all other claims concerning any other breach of the Contract, whether arising in contract, misrepresentation, tort (including negligence), or otherwise, shall in no circumstances exceed the amount of the Price paid for the particular Vehicle to which any such breach relates;

iii. MTBUK shall have no liability for any loss or damage, including any indirect or consequential loss or damage, which may be suffered, nor any liability to perform any works or services, arising out of or in connection with or otherwise as a result of or attributable to any Customer Default, the Customers negligence, any of the events or circumstances set out in clause 10.3 or any events, circumstances or causes beyond MTBUK's reasonable control.

11.3. Nothing in this clause shall restrict or in any way limit:

(a) the Customer's general obligation in law to mitigate any loss or damage it may suffer or incur as a result of an event that may give rise to a claim under the Contract; or

(b) either MTBUK's or the Customer's liability for death or personal injury caused by its own negligence or the negligence of any MTBUK Representative or Customer Agent (as applicable); or for fraud or fraudulent misrepresentation; or any other liability which cannot be excluded by law.

12. CUSTOMERS WARRANTIES & ASSURANCES:

12.1. The Customer shall variously and promptly: provide MTBUK with all such information and assistance as MTBUK may reasonably request for the purposes of discharging its obligations and responsibilities under the Contract; generally co-operate with MTBUK in all matters relating both to the Vehicle (and its production, supply and delivery) and as to the resolution of any claims, including warranty claims, instigated by the Customer.

12.2. If MTBUK's performance of any of its obligations under the Contract is prevented or delayed by any Customer Default, MTBUK shall (without limiting its other rights or remedies) have the right to suspend performance of the Contract until the Customer remedies the Customer Default and to rely on the Customer Default to relieve it from the performance of any of its obligations.

12.3. The Customer variously warrants and agrees that it is entering in to the Contract wholly or predominantly for the purposes of the business carried on by it or intended to be carried on by it and that it is not entering in to the Contract, or otherwise dealing with MTBUK, as a consumer (including within the definitions, meanings and effect of any statute or statutory provision which might otherwise apply).

13. AGREEMENTS FOR PART EXCHANGE VEHICLES / VEHICLE SERVICES / HIRE OF TELEMATIC EQUIPMENT: Any Contract which also includes provision for the transfer of a Part-Exchange vehicle or the supply of vehicle services or the hire of any Telematics Equipment will be subject to the MTBUK General Terms and Conditions of Contracts

for Sale of TopUsed Vehicles and / or Supply of Vehicle Services and / or Hire of Telematics Equipment (as applicable and all as the case may be) and as they are set out at <http://contracts.man.co.uk/TU>, <http://contracts.man.co.uk/VS>, and <http://contracts.man.co.uk/EH> respectively and to the satisfactory completion of the applicable MTBUK order forms by the Customer and to written acceptance by MTBUK.

14. ASSIGNMENT AND SUBCONTRACTING: MTBUK may at any time assign, transfer, charge, delegate, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract (including to the Manufacturer or the Network) without further notice or formality. The Customer may not assign, transfer, delegate charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract.

15. CHANGE MANAGEMENT: If either Party wishes to change the scope or performance of the Contract (or any other aspect of it) it shall submit details of the requested change to the other Party by way of formal written Request for Change ('RFC') in MTBUK's standard form. Subject to the remaining provisions of this clause, each Party will use their best endeavours to respond constructively and positively to all RFC's made by the other Party and will not unreasonably refuse to agree to or otherwise decline to implement any of the same at any time. MTBUK shall be under no obligation to agree to any part of any RFC if the Customer declines or fails to agree, on terms acceptable to MTBUK, to indemnify MTBUK in relation to any additional costs or expenses or any liabilities which are likely to be incurred in implementing or performing any part of the applicable RFC or which may conflict with any of MTBUK's obligations or responsibilities to any third party (including the Manufacturer or the Network) or which may oblige MTBUK to undertake a substantial or unnecessary commercial risk. Any such agreement reached by the Parties in relation to the applicable RFC, including all applicable terms and conditions, must be recorded in writing in the same RFC form and be signed by properly authorised representatives of both of them. Any such agreement shall be of no legal effect unless and until they are recorded and signed by both Parties as aforesaid whereupon the signed RFC shall be deemed to vary, and to be incorporated into, the Contract without further notice or formality. Save as appears in any such agreed and signed RFC all other provisions of the Contract shall be unaffected and remain in full force and effect. Without prejudice to the previous provisions of this clause, the Parties are free to agree to and (subject to any such agreement) may make minor or financially inconsequential changes to, and / or which do not materially alter any of the key terms of, the Contract on whatever basis and understandings as may be agreed and which are also confirmed in writing (including by email) by MTBUK.

16. ENTIRE AGREEMENT: The terms and conditions of the Contract shall constitute the whole agreement between the Parties and supersede all previous agreements between the Parties relating to its subject matter. Each Party: (a) acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently or orally or in writing or otherwise howsoever) which is not expressly set out in the Contract; (b) agrees that all liability for and any remedies in respect of any statement, representation, assurance or warranty which is not expressly set out in the Contract are excluded.

17. FORCE MAJEURE: Neither Party shall be in breach of the Contract nor liable for delay in performing, or failure to perform any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond the reasonable control of the affected Party ('Force Majeure Event.'). For the avoidance of doubt the Customer shall not be entitled to suspend or delay payment of the Price on the grounds of any alleged Force Majeure Event.

18. NOTICE(S) : Any Notice under the Contract, shall be given in writing, written in English, and be delivered personally or by commercial courier or by recorded delivery post to each Party required to receive the Notice at its registered office (if a company) or its principal place of business or sent by fax to the other Party's main fax number or by email (in the case of MTBUK to salesadminuk@man.eu and in the case of the Customer to its last known email address). Any Notice or other communication shall be deemed to have been received if delivered personally or by commercial courier at the time the Notice is left at the proper address, or if sent by recorded delivery post on the second Business Day after posting or if sent by fax or email, at 9.00 am on the next Business Day after transmission.

19. SEVERANCE: If any Court or Tribunal of competent authority finds any provision of the Contract (or part of any such provision) to be invalid, illegal or unenforceable, that provision or part-provision shall,

to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected. If any such invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted under the preceding sentence the provision shall continue to apply with the minimum modification necessary to make it legal, valid and enforceable.

20. THIRD PARTIES: Any party who is not named as a Party to the Contract shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise howsoever.

21. VARIATION OR WAIVER: No variation of the Contract, or any waiver of any of MTBUK's rights or remedies provided under the Contract or by law, shall be effective unless contained in a document headed as a 'Contract Variation', 'RFC' or a 'Contract Waiver' (and as the case may be) and which is signed by MTBUK (or its authorised representative). All of MTBUK's rights and remedies arising under the Contract are cumulative and do not exclude, or effect any waiver of any of, its rights provided by law.

22. GOVERNING LAW AND JURISDICTION: The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. The Parties irrevocably agree that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1 - WORDS, EXPRESSIONS AND DEFINITIONS

- **Ancillary Equipment:** any part, tool, device, equipment, machine or other item which is not manufactured or produced by the Manufacturer and / or which did not form part of the Chassis when originally delivered to MTBUK by the Manufacturer including any intended to be attached to or otherwise incorporated within the Chassis.
- **Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
- **Bodybuilder:** any contractor appointed to supply Parts or Bodywork Services for the purposes of the Contract.
- **Bodywork:** any vehicle body, bodywork, coachwork or similar form of apparatus, construction, housing, structure, fixture, fixing or fitting or other item which is not manufactured or produced by the Manufacturer and / or which did not form part of the Chassis when originally delivered to the Customer or Bodybuilder by MTBUK including any intended to be attached to or otherwise incorporated within the Chassis.
- **Bodywork Services:** the works and services to be performed by the Bodybuilder providing for the conversion of the Chassis into, and the production of, the completed Vehicle as set out in the Order Confirmation.
- **Chassis:** the MAN chassis and applicable drivers cab (and all of its component parts when originally delivered to the Customer or Bodybuilder by MTBUK), more particularly described in the Order Confirmation (and, where the context requires, any replacement thereof) but excluding all Parts.
- **Contract:** the contract between MTBUK and the Customer for the production, sale and purchase of the Vehicle made in accordance with the various terms and conditions set out in these General Terms and Conditions and in the relevant Order Confirmation, which is formed on the basis set out in clause 3.
- **Customer:** the Party who purchases the Vehicle from MTBUK subject to the terms and conditions of the Contract.
- **Customer Agent:** any of the Customers directors, employees, servants or agents or any contractor, including any Customer nominated Bodybuilder, or other third party that it engages or instructs for the general or any specific purposes of the Contract
- **Customer Default:** any act or omission or failure by the Customer or any Customer Agent to perform any relevant obligation or responsibility under the Contract.
- **Customer nominated Bodybuilder:** any Bodybuilder appointed by the Customer (or any Bodybuilder which substantially derives its instructions in relation to or which receives particular direction or instruction regarding the supply of any Parts or Bodywork Services from the Customer) for the general or any specific purposes of the Contract. (All references to 'Bodybuilder' shall include any

'Customer nominated Bodybuilder' save where a 'Customer nominated Bodybuilder' only is specified.)

- **Customer Requirements:** the particular requirements of the Customer (including any technical requirements or instructions) regarding any of the Chassis, Parts or Bodywork Services (or otherwise regarding the production of the complete Vehicle) as they are confirmed between the Parties in a document signed by them both before the formation of a Contract on the basis set out in clause 3.
- **Driveline Components:** the following parts, materials or components of the Chassis (and excluding all others in the Vehicle):
 - (In the Chassis **engine**): cylinder block, cylinder heads, cylinder liners & pistons, valve mechanism, timing mechanism, crank mechanism, con. rods & bearings, oil pump & pick-up pipe, oil cooler, oil filter housing, cold start device, internal gaskets, internal seals, flywheel & housing, exhaust/intake manifold, coolant pump, fuel injection pump & injectors, turbocharger;
 - (In the Chassis **gearbox**): gearbox casing, shafts & gears, gears, bearings, synchro cones, hubs, sleeves, internal seals, splitter unit, range unit, internal gear selector, oil cooler, automatic boxes, (torque bearing items);
 - (In the Chassis **final drive**): propeller shafts, intermediate bearing, universal joints, rear axle casing, crown wheel & pinion, differential casing, differential gears, differential bearings, hub casings, transfer case, power take off.
- **Fair Wear & Tear:** any wear and tear, including deterioration, on the normal appearance, usage and operation of the Vehicle and / or in relation to its physical, electrical, or mechanical integrity and its construction, workings and operation and in relation to any of its component parts and materials, which occurs by reason of the normal impact and operation of natural forces or other influences beyond human control.
- **General Terms and Conditions:** these General Terms and Conditions for the Supply of New MAN Chassis and Cab (+ Bodywork) including the Schedules.
- **Guidelines to Fitting Bodies:** the Manufacturers guidelines to fitting vehicle bodies (in relation to the particular Chassis type to which the particular guideline refers) as it appears on the Manufacturers website at www.manted.de/manted/aufbaurichtlinien/gb_all.html on the date of the Contract and as it may be varied and as notified to the Customer or Bodybuilder by MTBUK or the Manufacturer from time to time .
- **Manufacturer:** the manufacturer of the Chassis, MAN Truck & Bus AG, Dachauer Straße 667, D-80995 München, Germany. ('MAN' may also be used to describe and refer to the Manufacturer.)
- **Material Defect:** any defect or fault in the parts, design, material or workmanship used in the manufacture of the Chassis (or in the manufacture of the applicable Parts or in the supply of Bodywork Services and as the case may be) and which causes a substantial and materially adverse effect on the normal commercial use, operation and workings of the Vehicle (excluding all other defects or faults and any in any other part of the Vehicle and also excluding all superficial or cosmetic defects or faults and any caused by Fair Wear & Tear).
- **MTBUK Representative:** any of MTBUK's directors, employees, servants or agents or any contractor, including any member of the Network and any Bodybuilder, or other third party that it engages for the purposes of the Contract.
- **Network:** MTBUK's network of independent third-party repair and maintenance operatives.
- **Notice:** any notice referred to in these General Terms and Conditions as a Notice.
- **Order Confirmation:** the Customer's order for the Vehicle as set out in the Customer's written acceptance of MTBUK's standard form of Proposal / Order confirmation which is submitted to, approved by and signed by the Customer and which is then confirmed by the approval and signature of MTBUK. (A 'draft Order Confirmation' shall mean one that has been submitted to the Customer for consideration by MTBUK in MTBUK's standard form but which has not yet been approved by or signed by the Customer.)
- **Party:** MTBUK or the Customer ('Parties' shall mean both of them.).
- **Parts:** all Ancillary Equipment, Bodywork and all other items, goods, parts or materials which are to be incorporated in or applied, attached or affixed to the Chassis by the Bodybuilder to produce the Vehicle.
- **Price:** the price to be paid for the Vehicle as set out in the relevant Order Confirmation.

- **Proposal:** MTBUK's written proposal to the Customer in relation to the price, specification and sale of the Vehicle, subject to Contract.
- **Schedules:** the schedules to these General Terms and Conditions.
- **Specification:** any data, configuration or other specification for the Vehicle (including any contained in the Order Confirmation and any related plans and drawings) and any requirements, instructions or details given by the Customer regarding the Chassis, Parts or Bodywork Services (or otherwise regarding the production of the complete Vehicle) which is agreed in writing between the Parties in a document signed by them both before the formation of a Contract on the basis set out in clause 3.
- **Tractor Unit:** shall mean a vehicle designed to and which will be capable of towing a semi-trailer.
- **Vehicle:** shall mean (in the case of a contract for the sale of a Chassis Only) the Chassis, or (in the case of a contract for the sale of a Chassis + Body) the Chassis with all applicable Parts attached or affixed thereto (and as the case may more particularly described in the Order Confirmation).
- **Warranty Period:** the warranty period, if any, set out in any applicable Suppliers Warranty in relation to the applicable Parts or Bodywork Services.

SCHEDULE 1 (CONTINUED) - RULES OF INTERPRETATION

- (a) The Schedules form part of the Contract and shall have effect as if set out in full in the body of these General Terms and Conditions and any reference to the said General Terms and Conditions includes the Schedules;
- (b) clause and paragraph headings are indicative of their subject matter but shall not otherwise affect the interpretation of either these General Terms and Conditions;
- (c) references to clauses and schedules are to the relevant clauses and schedules of these General Terms and Conditions;
- (d) a reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment, and includes any subordinate legislation for the time being in force made under it;
- (e) unless the context otherwise requires, words in the singular shall include the plural and vice versa;
- (f) 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 , description, definition, phrase or term preceding those terms;
- (g) all references to the Customer shall include all Customer Agents save where the Customer Agent is not a party to the act or omission referred to;
- (h) any obligation in these General Terms and Conditions on a person not to do something includes an obligation not to agree or allow that thing to be done.