



**GENERAL TERMS & CONDITIONS
OF CONTRACTS FOR SALE OF
TOPUSED VEHICLES**

**NOTICE TO CUSTOMER:**

All orders for the sale of TopUsed Vehicles between MAN Truck & Bus UK Limited ('MTBUK') (Company Number 02688514, Registered Office: Frankland Road, Blagrove, Swindon, SN5 8YU) trading as MAN TopUsed and the Customer are subject to (i) the following General Terms and Conditions of Contracts for Sale of TopUsed Vehicles, including the Schedules, and (ii) to any special terms and conditions appearing in the Purchase Order. Please note that those documents (read and taken together and when the Purchase Order 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 Purchase Order and the Contract (all as hereinafter defined), and except where the context otherwise requires, the words, expressions, and definitions and rules of interpretation set out in Schedule 1 will have the meanings assigned to them in that Schedule and be interpreted accordingly.

2. STATUS OF QUOTATIONS, DESCRIPTIVE MATTER ETC: Any quotation, specification or proposal given by MTBUK in relation to the Vehicle or its sale or delivery or any prices contained therein are merely indicative of MTBUK's intentions subject to Contract. Any descriptive matter or advertising produced by or on behalf of MTBUK, including on any website, are produced for the sole purpose of giving an approximate idea of the 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 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 Purchase Order. Where these General Terms and Conditions are silent regarding or inconsistent in relation to any matter set out in the Purchase Order, the terms and conditions of the applicable Purchase Order will apply.

3.2. The Customer variously represents, warrants and agrees that:

(a) all of the details and information contained or disclosed in the Purchase Order which are material to or relevant to the Customer, as well as any in relation to any relevant Part Exchange Vehicle ('PX Vehicle') and which may be material or relevant to MTBUK, are true, complete and accurate in all respects;

(b) its signature to the said Purchase Order 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 (and to transfer any PX Vehicle) subject to the various terms and conditions set out in these General Terms and Conditions and the Purchase Order and to the exclusion of all others.

3.3. Subject to clause 3.4, the Parties agree that the relevant Purchase Order and these General Terms and Conditions will together both comprise and evidence the legally binding 'Contract' between MTBUK and the Customer in relation to the sale of the Vehicle and regarding all matters set out in those documents.

3.4. The Purchase Order 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 Purchase Order 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 Purchase Order within two Business Days of the date of its transmission; in default MTBUK may decline to accept the Customer's order and / or terminate any Contract without further or any liability to the Customer.

4. PAYMENT & SECURITY:

4.1 Unless credit terms have previously been agreed in writing by MTBUK, 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 Purchase Order.

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 topusedadminuk@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 make any payment due to MTBUK by the due date for payment then the Customer will pay interest on the overdue amount at the rate of 4% per annum above HSBC Bank's base rate from time to time. 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 or 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 sale of the Vehicle and / or to terminate the Contract, without incurring any liability to the Customer in relation thereto.

5. DELIVERY OF THE VEHICLE:

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 any applicable Purchase Order. However, time or date of delivery of the Vehicle shall not be of the essence in the Contract.

5.2. Notwithstanding the provisions of clause 5.1. the Customer may, at any time after the expiry of any estimated delivery date set out in the applicable Purchase Order, 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. 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 Purchase Order or when MTBUK places the Vehicle at the Customer's disposal.

5.4. 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 by written Notice and without any further or any liability to the Customer. Upon any such failure by the Customer to take physical delivery of possession of the Vehicle or 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 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 seven Business Days of demand being made by MTBUK for payment of the same.

6. TITLE, RISK & INSURANCE:

6.1. Risk in the Vehicle shall pass to the Customer upon completion of delivery of the Vehicle within the meaning of clause 5.3. 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: hold the Vehicle on a fiduciary basis as MTBUK's bailee; store it separately from all other vehicles held by the Customer so that it remains readily identifiable as MTBUK's property; not remove, deface or obscure any identifying mark or logo; maintain it in good and satisfactory condition and in full and proper working order and repair; 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 true 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; give MTBUK full details by immediate Notice (both by telephone and email) in the event of any loss, accident or damage to the Vehicle; 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 is permitted to, 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. WARRANTIES GIVEN BY MTBUK:

7.1. MTBUK warrants that upon delivery of the Vehicle to the Customer and upon payment of the Price it has the right to sell the Vehicle; no third party has any rights over the Vehicle (save as regards any that have been disclosed by MTBUK to the Customer) and that the Customer will have quiet possession of the Vehicle.

7.2. The Customer acknowledges and agrees that:

(a) the Vehicle, being a used commercial vehicle, is 'sold as seen', as it is, and with all faults (if any);

(b) no representations or warranties are given by MTBUK regarding the Vehicle's history, age, description, specification, suitability, fitness for purpose, quality or roadworthiness or otherwise howsoever;

(c) it is the Customer's responsibility to satisfy itself (whether by way of physical or technical examination, inspection, enquiry of previous owner or otherwise and as the Customer may consider appropriate) as to the qualities and fitness for purpose of the Vehicle before it signs the Purchase Order;

(d) the Vehicle is offered and will be sold by MTBUK as a standalone product without warranty (save as to ownership and possession and as appears in clause 7.1) so as to provide the Customer with the choice of purchasing the Vehicle without the costs of additional warranties and which would necessarily result in an increase in the Price.

8. SALE OF REPAIR, MAINTENANCE AND OTHER WARRANTIES BY MTBUK:

Without prejudice to the provisions of the previous clause, MTBUK does offer and sell a series of repair, maintenance and other warranties to support the sale of MAN TopUsed Vehicles (at an additional cost) full details of which are available upon request from MTBUK. However, no such warranties are given in relation to nor do any of them form any part of any Contract unless expressly referred to and described as a 'Contract Inclusion' (and in that event subject to any special terms, conditions and exclusions set out) in the applicable Purchase Order.

9. TRANSFER OF PX VEHICLE BY CUSTOMER / CUSTOMER'S WARRANTIES, REPRESENTATIONS & INDEMNITIES:

9.1. Save as may be agreed otherwise in writing in a document signed by a duly authorised representative of MTBUK, the provisions of this clause shall apply in relation to any Contract which includes provision for the transfer, by the Customer to MTBUK, of a PX Vehicle.

9.2. The Customer represents to MTBUK, for the purposes of inducing MTBUK to enter in to the Contract, that upon delivery of the PX Vehicle to MTBUK:

(a) it has the right to transfer the PX Vehicle; no third party has any rights over it and that MTBUK will have quiet possession of it;

(b) all information and details and any descriptions or specification contained in or disclosed by the Purchase Order relating to the PX Vehicle (including its history, odometer reading, mileage, involvements in accidents, defects or damage) are true, complete and accurate in all respects.

9.3. The Customer will give MTBUK immediate Notice of any change in any information, description or specification which is contained in the Purchase Order and of any damage caused or otherwise relating to the PX Vehicle which occurs between the date of any valuation of the PX Vehicle which appears in the applicable Purchase Order and the date of delivery of physical possession thereof to MTBUK.

9.4. MTBUK may, in the event that MTBUK considers that any such change or damage materially alters any valuation of or otherwise causes a diminution in the said valuation of the PX Vehicle, request the Customer to agree a reduction in the value of the PX Vehicle. Any agreement reached by the Parties in relation thereto (including all applicable terms and conditions) must be recorded in writing in MTBUK's standard RFC form and will be subject to the Change Management

provisions of clause 13 hereof. If no such agreement is reached between the Parties in relation to the PX Vehicle, MTBUK may, in its sole discretion and election, reject the PX Vehicle in which event all of its rights, responsibilities and obligations regarding the PX Vehicle under the Contract will terminate and MTBUK will have no further liability to the Customer in relation thereto, including any liability to offset or credit the value (or any previous valuation) of the PX Vehicle against the Price to be paid for the Vehicle and which will immediately become payable to MTBUK in full and without deduction of any kind. All other provisions of the Contract, including those relating to the Customer's purchase of and its obligation to pay the Price for the Vehicle shall be unaffected and remain in full force and effect.

9.5. The Customer will fully indemnify MTBUK against all liabilities, costs, extra costs, expenses (including all legal and any other professional costs and expenses), damages and losses (including any direct, indirect or consequential losses, loss of profit and loss of reputation) and all interest or penalties suffered or incurred by MTBUK arising out of or in connection with:

- (a) any Customer Default, including as to any which may be incurred in rectifying or making good any defects or damage to the PX Vehicle which were not fully disclosed in the Purchase Order;
- (b) any claim made against MTBUK by a third party arising out of or in connection with any use or operation of the PX Vehicle to the extent that any such claim arises out of any Customer Default;
- (c) any claim made against MTBUK by a third party for death, personal injury or damage to property arising out of, or in connection with, any use or operation of the PX Vehicle to the extent that any such claim is attributable to any acts or omissions of the Customer;
- (d) any fines, charges or other penalties which may be claimed or levied against MTBUK (whether as owner / registered keeper or otherwise howsoever) by any governmental or other statutory or regulatory authority in relation to the PX Vehicle, and for any reason, prior to its transfer and / or delivery of physical possession to MTBUK.

10. MTBUK'S EXCLUSION OF ALL OTHER WARRANTIES / LIMITATION OF LIABILITY (THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE):

10.1. These General Terms and Conditions set out the full extent of MTBUK's obligations, responsibilities and liabilities (including any obligation, responsibility or liability for the acts or omissions of any MTBUK Representative) under the Contract. In particular, there are no conditions, warranties or other terms, express or implied, in relation to the Vehicle (including as to age, mileage, history, description, specification, suitability, fitness for purpose, quality, roadworthiness, delivery or otherwise howsoever) that are binding on MTBUK except as specifically stated in the Contract. Any warranty or other term or condition concerning the Vehicle, or any of MTBUK's other obligations or responsibilities under the Contract, which might otherwise be inferred or implied into or incorporated within the Contract, and whether by statute (including the Sale of Goods Act 1979) common law or otherwise howsoever, is hereby and expressly excluded to the fullest extent permissible by law.

10.2. The Customer recognises and accepts that the Vehicle, as a used vehicle (and because of its mechanical nature and normal commercial purpose and in normal course of its use and operation by the Customer) will require regular service, repair and maintenance and also be susceptible to breakdown and damage (accidental and otherwise) and that the Vehicle may be off road or otherwise unavailable for use, often for indeterminate reasons or periods (which may not be predictable or foreseeable) or for other factors not reasonably within the control or responsibility, and / or which might not obviously be attributable to any act or omission, of either Party. The

Customer also accepts that additional difficulties in determining causation, effect, fault, defect, obligation or responsibility may arise by reason of the history of the Vehicle and which may not have been fully or properly disclosed to MTBUK by any previous owner. In the interests of commercial certainty and foreseeability in their dealings with each other and because of the difficulty in obtaining (and the cost of maintaining) a policy of insurance in relation thereto and so as to reduce the management time and cost likely to be involved in investigating, processing or pursuing and resolving any dispute, claim or litigation in relation thereto the Parties agree to spread and share the risk of any breach, loss or damage and as hereinafter appears.

10.3. In consideration of the mutual understandings, expectations and assurances contained in the preceding paragraphs of this clause:

- (a) the Customer hereby and irrevocably agrees 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;
- (b) it is agreed that MTBUK's total liability (including any liability for the acts or omissions of any MTBUK Representative):
 - (i) 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 (which is 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;
 - (ii) for any other breach of the Contract, whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall in no circumstances exceed, and the Customer hereby and irrevocably waives all and any entitlement to claim at any time for any amount in excess of the Price paid for the particular Vehicle to which any such breach relates;
- (c) it is agreed that MTBUK shall have no liability for any loss or damage which may be suffered arising out of or in connection with or otherwise as a result of or attributable to any Customer Default, the Customer's or any Customer Agent's negligence or any events, circumstances or causes beyond MTBUK's reasonable control.

10.4. Nothing in this clause shall restrict or limit 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.

10.5. Nothing in this clause shall exclude or in any way limit either Party's liability for death or personal injury caused by its own negligence or the negligence of its employees, servants, agents or subcontractors (as applicable); or for fraud or fraudulent misrepresentation; or any other liability which cannot be excluded by law.

11. CUSTOMER'S FURTHER REPRESENTATIONS & ASSURANCES:

11.1. 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 supply and delivery) and as to the resolution of any claims, including warranty claims, instigated by the Customer.

11.2. 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 and to rely on the Customer Default to relieve it from the performance of any of its obligations until the Customer remedies the Customer Default.

11.3. The Customer variously represents and irrevocably 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 into the Contract, or otherwise dealing with MTBUK, as a consumer (including within the meanings and effect of any of the Consumer Credit Act 1974, Unfair Contract Terms Act 1977, Unfair Terms in Consumer Contracts Regulations 1999 and the Supply of Goods and Services Act 1982); the Contract is not intended to be regulated by and the Customer will not assert or otherwise rely on any right to the benefit of any protection and / or any remedies that might otherwise be available to it under the Consumer Credit Act 1974.

12. 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. 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.

13. 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. 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.

14. 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.

15. 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.

16. NOTICES: 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 (to MTBUK at topusedadminuk@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 proper and successful transmission.

17. 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.

18. 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.

19. 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.

20. 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 – DEFINITIONS

- **Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
- **Contract:** the contract, between MTBUK and the Customer for the 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 Purchase Order, 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. (**NOTE:** all references to the **Customer** shall include **Customer Agents** save where the Customer Agent is not a party to the act or omission referred to or where the context does not permit otherwise.)
- **Customer Agent:** any of the Customers directors, employees, servants or agents or any contractor or other third party that it engages.
- **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.
- **General Terms and Conditions:** these General Terms and Conditions of Contracts for Sale of TopUsed Vehicles, including the Schedules.
- **MTBUK Representative:** any of MTBUK's directors, employees, servants or agents or any contractor or other third party that it engages for the purposes of the Contract.
- **Notice:** any notice referred to in these General Terms and Conditions as a Notice.
- **Party:** MTBUK or the Customer. ('Parties' shall mean both of them.)
- **Price:** the 'Agreed Total Sales Price' to be paid for the Vehicle as set out on page 1 of the applicable Purchase Order.
- **Purchase Order:** the Customer's order for the purchase of the Vehicle as set out in the Customer's written acceptance of MTBUK's standard form of purchase order which is submitted to, approved by and signed by the Customer and which is then confirmed by the approval and signature of MTBUK.
- **Vehicle:** the used vehicle more particularly described on page 1 of the applicable Purchase Order (and, where the context requires, any replacement thereof).