



GENERAL TERMS & CONDITIONS OF CONTRACTS FOR THE SUPPLY OF NEW MAN CHASSIS & CAB

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





NOTICE TO CUSTOMER:

All orders for the supply of any new MAN Chassis & Cab between MAN Truck & Bus UK Limited ('MTBUK'- Company Number 02688514, Registered Office: Frankland Road, Blagrove, Swindon, SN5 8YU) and the Customer are subject to (i) the following General Terms and Conditions of Contracts for the Supply of New MAN Chassis & Cab, 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 Chassis (including 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 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 supply of the Chassis 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 draft Order Confirmation from MTBUK, the Customer shall variously and promptly liaise with MTBUK so as to discuss and determine and, having done so and if it wishes to proceed with its order, reach agreement with MTBUK in relation to the form and content of the Order Confirmation.

3.3. The Customer acknowledges and agrees that if it indicates to MTBUK that it wishes to proceed with its order, by signing and returning the Order Confirmation to MTBUK, MTBUK may enter into agreements with third parties (including the Manufacturer) for the purposes of facilitating and supporting the performance of MTBUK's obligations and responsibilities under the Contract.

3.4. 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 its 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 Chassis 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.

3.5. Subject to clause 3.6, 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.

3.6. The Order Confirmation shall only be deemed to be accepted by MTBUK, and a legally binding Contract will only be deemed to come into 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: Unless credit terms have previously been agreed in writing between the Parties the Customer must pay the Price for the Chassis to MTBUK, in full and in cleared funds, prior to completion of delivery of the Chassis and in any event by such date and on such terms as appear in the relevant Order Confirmation. 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. 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. 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. 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 Chassis and / or to terminate the Contract without any liability to the Customer.

5. DELIVERY OF THE CHASSIS:

5.1. The Customer acknowledges and agrees variously as follows: that MTBUK are importers and distributors of the Chassis; that the Chassis requires a custom build to order by the Manufacturer (which is dependant on the availability of production slots which are themselves subject to change) as well as importation and delivery from overseas; the Manufacturer does not give any precise assurances or guarantees as regards the time or date of delivery of the Chassis to MTBUK. Consequently time of delivery of the Chassis to the Customer cannot be guaranteed by MTBUK and 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 Chassis 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 Notice to that effect to MTBUK save that any such Notice shall not require delivery of the Chassis 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 Chassis to the Customer shall be deemed to have been completed at the earlier of either the arrival of the Chassis at the delivery location (if any) set out in the Order Confirmation or when MTBUK places the Chassis at the Customer's disposal.

5.4. Any failure by the Customer to take physical delivery of possession of the Chassis, 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 by the Customer to take physical delivery of possession of the Chassis or any such termination MTBUK shall be entitled (but shall not be obliged) to store or resell the Chassis 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 CHASSIS:

6.1. Risk in the Chassis shall pass to the Customer upon completion of delivery of the Chassis within the meaning of clause 5.3. Title to the Chassis shall not pass to the Customer until MTBUK has received payment of the Price in full and in cleared funds and for any other Chassis 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 Chassis on a fiduciary basis as MTBUK's bailee; (b) store it separately from all other chassis's 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 Customers behalf, shall 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 Chassis ; pay any deductibles due on any claims under such policy; provide MTBUK with at least twenty Business Days' prior 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 Chassis; (g) on demand procure and allow MTBUK access to the Chassis at any time and for any reason.

7. MTBUK'S WARRANTIES IN RELATION TO THE CHASSIS: MTBUK warrants that upon delivery to the Customer and upon payment of the Price, the Chassis 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 9 hereof, MTBUK will, by the Network, repair any Material Defect in the Chassis at no extra charge to the Customer, in the event that any such Material Defect occurs as follows :

i. in a Chassis for a new truck, within 3 years of the date of first registration of the relevant Chassis or within a properly recorded mileage of less than 450,000 km (or in the case of a Chassis for a new truck 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. in any Chassis for a new bus or coach, within 12 months of the date of first registration of the relevant Chassis or within 24 months of the date of its first registration in the case of any Material Defect in any Driveline Components.

8.2. MTBUK warrants that any 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 Chassis to such premises of such member of the Network as MTBUK may nominate and direct.

8.4. All and any other repairs (including any Fair Wear & Tear repairs) 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. WARRANTY CLAIMS:

9.1. 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 set out in clauses 7 and / or 8 shall be to require MTBUK to either (and in any event subject to MTBUK's sole discretion and election in relation thereto) replace or alter the Chassis or to procure the repair of any Material Defect in the Chassis , by the Network, at no extra charge to the Customer save that , MTBUK shall be under no obligation to replace or alter the Chassis or to procure the repair of any such Material Defect which occurs in the Chassis (a) after the expiry of the applicable period or beyond the properly recorded mileage, and as the case may be, set out in clause 8.1 or (b) otherwise than in accordance with the provisions of this clause.

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

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

(a) in the case of any claim under clause 7 which occurs by reason of any alleged defect or fault that is (or which should have been reasonably) apparent on either normal visual inspection or during normal use of the Chassis, within five Business Days of completion of delivery of physical possession of the Chassis to the Customer; or

(b) in the case of any claim under clause 7 which occurs by reason of any alleged latent 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 (including any which occur or are alleged to have occurred under the provisions of clause 8) as soon as it is reasonably practical to do so.

ii. permits and gives all necessary assistance to MTBUK (or the Manufacturer or the Network 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 Chassis as MTBUK (or the Manufacturer or the Network) may consider

reasonably required or necessary for the purposes of determining the cause, and the materiality, of the alleged defect or fault and / or in respect of any other cause for the claim;

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

9.3. Furthermore, MTBUK shall not be liable for any claim (including any claim under any of the warranties set out in clauses 7 or 8 or as regards any others relating to any alleged defect, including any Material Defect, or fault in the Chassis) in any of the following events or circumstances:

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

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

(c) if the Customer makes any further use of the Chassis after the defect or fault first became known or apparent or ought reasonably to have become known or apparent without the express written permission of MTBUK;

(d) if the claim, defect or fault arises because the Customer failed to follow any of the following: the Manufacturers operating instructions regarding the use, operation and maintenance of the Chassis; the Manufacturers other relevant requirements or procedures; MTBUK's or any MTBUK Representative's oral or written instructions or recommendations regarding any of the same;

(e) 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 other form of information (including any of the same which may have been incorporated in to the manufacture or production of the Chassis which was also contained or within any applicable Specification) which was supplied or provided, or as a result of any advice, assistance, parts or materials supplied or provided by the Customer or on its behalf;

(f) if the Customer alters, fixes or repairs (or attempts any of the same in relation to) the Chassis without the express written permission of MTBUK;

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

(h) if the claim defect or fault materialised or occurred otherwise than within the particular mileage and time periods set out in clause 8.1 which are applicable to the relevant Chassis.

9.4. If the Customer fails to give Notice of any claim under clause 7 or 8 in accordance with the earlier provisions of this clause it shall be deemed to have accepted the Chassis.

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

10. LIMITATION OF MTBUK'S LIABILITY & APPLICABLE EXCLUSIONS (THE CUSTOMERS 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 those of any MTBUK Representative) under the Contract. In particular, there are no conditions, warranties or other terms, express or implied in relation to the Chassis that are binding on MTBUK except as specifically stated in the Contract. Any condition, warranty or other term concerning the Chassis 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. In consideration of the various undertakings given by MTBUK (including the warranties and assurances given in clauses 7 & 8 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 or 8 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 or alter the Chassis or procure the repair of any Material Defect in the Chassis (in accordance with and subject to the provisions of clause 9) at no extra charge to the Customer;

(b) in the event that MTBUK fails to effect delivery of the Chassis 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 chassis 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, tort (including negligence), misrepresentation or otherwise, shall in no circumstances exceed the amount of the Price paid for the particular Chassis 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 of the following: any Customer Default; the negligence of the Customers or any Customer Agent; any of the events or circumstances set out in clause 9.3; any events, circumstances or causes beyond MTBUK's reasonable control.

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

11. CUSTOMER'S ADDITIONAL OBLIGATIONS, RESPONSIBILITIES & REPRESENTATIONS:

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 MTBUK discharging its obligations and responsibilities under the Contract; ensure that any such information it provides is complete and accurate in all respects; generally co-operate with MTBUK in all matters relating both to the Chassis (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 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.

11.3. If after completion of delivery and before title to the Chassis 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, the Customer agrees that MTBUK may at any time, without limiting any other of its rights or remedies, require the Customer to deliver up physical possession of the Chassis 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 Chassis is held in order to recover it.

11.4. 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 in to 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. AGREEMENTS FOR PART EXCHANGE VEHICLES / VEHICLE SERVICES/ MAN MILES / 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 any MAN Miles credit 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 the MAN Miles Scheme Rules 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/TU1>, <http://contracts.man.co.uk/VS1>, <http://contracts.man.co.uk/MMS1> and <http://contracts.man.co.uk/EH1> respectively and to the satisfactory completion and exchange of the applicable MTBUK order forms.

13. 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.

14. 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.

15. 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.

16. 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.

17. NOTICE: 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.

18. 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.

19. 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.

20. 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.

21. 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

- **Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
- **Chassis:** the MAN chassis and applicable drivers cab (and all of its component parts when originally delivered to the Customer by MTBUK) more particularly described in the Order Confirmation (and, where the context requires, any replacement thereof).
- **Contract:** the contract, between MTBUK and the Customer for the sale and purchase of the Chassis, 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 Chassis from MTBUK subject to the terms and conditions of the Contract.
- **Customer Agent:** any of the Customer's 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.
- **Driveline Components:** the following parts, materials or components of the Chassis (and excluding all other parts, materials or components):
 - o **(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;
 - o **(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);
 - o **(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 usage and operation of the Chassis (including in relation to its physical, electrical, or mechanical integrity and its construction, workings and operation and on any of its component parts and materials) which occurs by reason of the impact and operation of natural forces, or other influences beyond human control and excluding all other forms of wear, tear or damage, and any third party damage, and however caused.
- **General Terms and Conditions:** these General Terms and Conditions of Contracts for the Supply of New MAN Chassis & Cab, including the Schedules.
- **Manufacturer:** the manufacturer of the Chassis, MAN Truck & Bus AG, Dachauer Straße 667, D-80995 München, Germany. (The abbreviation 'MAN' may also be used to describe and refer to the Manufacturer.)
- **Material Defect:** any defect or fault in the parts, design, materials or workmanship used in the manufacture of the Chassis which causes a substantial and materially adverse effect on the normal commercial use, operation and workings of the Chassis (excluding all other defects or faults and any in any other part of the Chassis 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 or other third party that it engages for the purposes of the Contract.
- **Network:** MTBUK's network of independent repair and maintenance operatives.
- **Notice:** any notice or other type of communication which is referred to in these General Terms and Conditions as a Notice.
- **Order Confirmation:** the Customer's order for the Chassis 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 and / or which has not been accepted by MTBUK within the meaning of clause 3.6.)
- **Party:** MTBUK or the Customer. ('Parties' shall mean both of them.)
- **Price:** the price to be paid for the Chassis 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 Chassis subject to Contract.
- **Schedules:** the schedules to these General Terms and Conditions.
- **Specification:** any technical data, configuration or other specification for the Chassis 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.

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.