



**MAN TRUCK & BUS UK LIMITED
GENERAL TERMS AND CONDITIONS OF
CONTRACTS FOR
THE SUPPLY OF NEW MAN VEHICLES
with effect from 1 MARCH 2019**



NOTICE TO CUSTOMER

All orders for the supply of any new MAN Vehicle between MAN Truck & Bus UK Limited ('MTBUK' - Company Number 02688514, Registered Office: Frankland Road, Blagrove, Swindon, SN5 8YU) and the Customer are subject to (a) the following General Terms and Conditions of Contracts for the Supply of New MAN Vehicles, including any Schedules; and (b) 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 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 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 supply 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 draft Order Confirmation from MTBUK, the Customer shall 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 represents, warrants and agrees that:

(a) all of the details and information (including as to Price, payment terms and those relating to the Vehicle 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; and

(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.

3.5. 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 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.

3.7. The Customer may not cancel an order without written agreement from MTBUK, and any such agreement shall be on condition that the Customer shall indemnify and hold MTBUK harmless from all loss or damage (including the cost of all labour, materials and transport) resulting from such cancellation.

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. 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. MTBUK may vary the Price at any time before delivery, by written notice to the Customer (a "**Price Notice**"), so that the Price reflects any cost increase due to any factor beyond the control of MTBUK.

4.2 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 and costs shall be paid in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. MTBUK may at any time, without limiting any other rights or remedies it may have, 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 Vehicle and / or to terminate the Contract without any liability to the Customer.

4.3 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction, or withholding (except for any deduction or withholding required by law).

5. DELIVERY OF THE VEHICLE:

5.1. The Customer acknowledges and agrees as follows: that MTBUK are importers and distributors of the Vehicle; that the Vehicle 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 and delivery from overseas; the Manufacturer does not give any precise assurances or guarantees as regards the time or date of delivery of the Vehicle to MTBUK. Consequently time of delivery of the Vehicle 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 handover of the Vehicle to the Customer within a reasonable time of any estimated Handover Date set out in the applicable Order Confirmation.

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 Order Confirmation 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 and without any liability to the Customer. Upon any such failure by the Customer to take physical delivery of possession of the Vehicle 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 (including insurance) 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.

5.5 MTBUK shall not be liable for any delay in delivery of the Vehicle that is caused by the Customer's failure to provide MTBUK with adequate delivery instructions or any other instructions that are relevant to the supply of the Vehicle.

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

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 at its own 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); maintain it in good condition and in full and proper working order and repair; keep it insured on MTBUK's behalf, to a value of not less than the Price, comprehensively against all risks of loss, damage or destruction; give MTBUK full details by immediate Notice (both by telephone and email) in the event of any loss, accident or damage to the Vehicle, and; on demand, allow MTBUK access to the Vehicle at any time and for any reason.

6.3 Subject to clause 6.4, the Customer may use the Vehicle in the ordinary course of its business (but not otherwise) before MTBUK receives payment for the Vehicle.

6.4 If, before title to the Vehicle passes to the Customer, the Customer becomes subject to any of the events listed in clause 12.1, or 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 without limiting any other right or remedy MTBUK may have:

(a) the Customer's right to use the Vehicle in the ordinary course of its business ceases immediately; and

(b) MTBUK may at any time:

(i) require the Customer to deliver up all Vehicles in its possession that have not been irrevocably incorporated into another product; and

(ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Vehicles are stored in order to recover them.

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

7.1 Subject to the provisions of this clause 7, MTBUK warrants that:

(a) with effect from the Handover Date, and throughout the Comprehensive Warranty Period, the Vehicle shall conform in all material respects with the applicable Specification, be free of Material Defect and be reasonably fit for its normal commercial purpose; and

(b) for a period of 12 months from the date on which the Comprehensive Warranty Period expires, the Driveline Assemblies in new trucks shall be free of Material Defect.

The provisions of clause 8 shall apply to any claim made by the Customer under this clause 7.1.

7.2 All warranties relating to the Vehicle are subject to a maintenance regime, which shall take effect upon handover of the Vehicle to the Customer. MTBUK shall not be liable for the Vehicle's failure to comply with the warranties set out in clause 7.1 in the event that the defect arises: a) because the Customer failed to follow MTBUK's instructions as to the storage, use and maintenance of the Vehicle or (if there are none) good trade practice regarding the same; or b) as a result of Fair Wear and Tear, wilful damage, negligence or abnormal storage or working conditions.

7.3 For avoidance of doubt, the Customer must directly instruct a member of the Network in relation to the maintenance regime referenced in Clause 7.2 above.

7.4 Except as provided in this Agreement, MTBUK shall have no liability to the Customer in respect of the Vehicle's failure to comply with the warranty set out in clause 7.1.

7.5 The terms implied by section 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.



7.6 All of the warranties contained in clause 7 shall apply to any repaired or replacement Vehicle for the remainder of the Warranty Period applicable to the Vehicle.

7.7 The Warranty Period of the Vehicle shall only commence after the Handover Date where MTBUK has provided written confirmation to the Customer of the delay of the commencement of the Warranty Period until a subsequent specified date.

7.8 Any agreement to defer the commencement of the Warranty Period shall be confirmed by MTBUK in writing and the Warranty Start Date shall then be the soonest of:

- (a) the Customer's first commercial use of the Vehicle; or
- (b) the date 6 months after the Handover Date of the Vehicle; or
- (c) the date of the Customer's formal written notice to MTBUK that it wishes to activate the Warranty Period.

7.9 Any extended warranties will be specified within the Customer's Vehicle Purchase Order.

8. WARRANTY CLAIMS:

8.1. 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 clause 7 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 Vehicle or to procure the repair of any Material Defect in the Vehicle, by the Network, at no extra charge to the Customer, save that MTBUK shall be under no obligation to replace or alter the Vehicle or to procure the repair of any such Material Defect which occurs in the Vehicle:

- (a) after the expiry of the applicable period or beyond the properly recorded mileage, and as the case may be, set out in clause 7.1; or
- (b) otherwise than in accordance with the provisions of this clause.

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

- (a) Delivers Notice to MTBUK giving full particulars of all facts and matters on which it relies as evidencing its claim:

- i. 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 Vehicle, within five Business Days of completion of delivery of physical possession of the Vehicle to the Customer; or

- ii. 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

- iii. in all other cases (including any which occur or are alleged to have occurred under the provisions of clause 7) as soon as it is reasonably practical to do so.

- (b) 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 Vehicle 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.

- (c) Delivers the Vehicle, at its own cost and expense, to such premises of such member of the Network as MTBUK may nominate and direct.

8.3. Furthermore, MTBUK shall not be liable for any claim (including any claim under any of the warranties set out in clause 7 or as regards any others relating to any alleged defect, including any Material Defect, or fault in the Vehicle) 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 Vehicle 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 Manufacturer's operating instructions regarding the use, operation and maintenance of the Vehicle; the Manufacturer's 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 Vehicle 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 Vehicle or any Vehicle parts 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 (including batteries, clutch linings, brake linings, brake drums, V-belts, bearings, trailer coupling, fifth wheel couplings, windscreen wiper blades, glass, bulbs, spiral hoses and spiral cables), 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 Warranty Period applicable to the relevant Vehicle;

(i) if a Vehicle differs from the Specification or its description as a result of changes made to ensure that it complies with applicable statutory or regulatory requirements;

(j) if the claim, defect or fault arises because of any modifications made to the Vehicle or arises due to a bodywork incorporated or attached to the Vehicle; or

(k) if the claimed defect is due to damage due to the effect of an external mechanical force, incorrect driving behaviour, consequences of accidents or blocked or soiled fuel liners or filters.

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

8.5. For the purposes of any replacement or alteration of or any repairs to the Vehicle 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 Vehicle by the Customer, at its own cost and expense, to such premises or workshop as MTBUK or such member of the Network may have nominated and directed.

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

9.1. 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 Vehicle that are binding on MTBUK except as specifically stated in the Contract. Any condition, warranty or other term concerning the Vehicle 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.

9.2. Subject to clause 9.3, and in consideration of the various undertakings given by MTBUK (including the warranties and assurances given in clauses 7 hereof) the Customer hereby and irrevocably agrees:

(a) 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:

- i. loss of profit;
- ii. loss of revenue;
- iii. loss of business;
- iv. loss of use;



- v. loss of goodwill;
 - vi. the liabilities of the Customer to any third party; and/or
 - vii. any indirect or consequential loss or damage;
- (b) that MTBUK's total liability (including any liability for the acts or omissions of any MTBUK Representative):
- i. under the provisions of the warranties contained in clause 7 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 Vehicle or procure the repair of any Material Defect in the Vehicle (in accordance with and subject to the provisions of clause 8) at no extra charge to the Customer;
 - ii. 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 and reasonable direct costs and expenses incurred by the Customer in obtaining a replacement of similar description, specification, performance and quality in the cheapest market available; and
 - iii. 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 Vehicle to which any such breach relates.

(c) 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 8.3; any events, circumstances or causes beyond MTBUK's reasonable control.

9.3. 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; or

(c) any breach of the terms implied by section 12 of the Sale of Goods Act 1979.

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

10.1. The Customer shall 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 Vehicle (and its supply and delivery) and as to the resolution of any claims, including warranty claims, instigated by the Customer.

10.2. 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. 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 without the written consent of MTBUK..

12. TERMINATION

12.1 Without limiting its other rights or remedies, MTBUK may terminate this Contract with immediate effect by giving written Notice to the Customer if:

- (a) the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 5 days of that party being notified in writing to do so;
- (b) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition



or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

(c) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

(d) the Customer's financial position deteriorates to such an extent that in MTBUK's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

12.2 Without limiting its other rights or remedies, MTBUK may suspend provision of the Vehicle under the Contract or any other contract between the Customer and MTBUK if the Customer becomes subject to any of the events listed in clause 12.1(a) to clause 12.1(d), or MTBUK reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

12.3 Without limiting its other rights or remedies, MTBUK may terminate the Contract with immediate effect by giving written Notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

12.4 On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of MTBUK's outstanding unpaid invoices and interest.

12.5 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.

12.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

13. CONNECTED VEHICLES

13.1. The 'Connected Vehicle' status shall not be applied to every individual Vehicle, as defined within these Terms and Conditions.

13.2 In the event that the Vehicle is sold to the Customer as a Connected Vehicle, it shall enable the Customer to utilise various fleet management and logistics services, as defined within this Clause 13. The Customer shall be able to commission these services either via the RIO Platform, which is located at <https://start.rio.cloud/>, or any such comparable programme as may be offered by MTBUK.

13.3 For this purpose, the Vehicle transmits data to MTBUK and the Manufacturer such as, but not limited to:

(a) Vehicle status information (e.g. engine speed, road speed, fuel consumption);

(b) external conditions (e.g. temperature, rain sensor, distance sensor);

(c) operating states of system components (e.g. fluid levels, tyre pressure, battery state of charge);

(d) malfunctions and defects in important system components (e.g. lights, brakes);

(e) response of systems in specific driving situations (e.g. applying emergency braking assist, activating stability control systems); and

(f) information on events harmful to the Vehicle.

13.4 This data includes some personal data, where necessary, as well as the Vehicle identification number. The Parties will use the data for the ongoing development of the service offering, but only in aggregated or anonymised form (without driver ID) for provisions such as, but not limited to:

(a) collection of Vehicle data (e.g. plausibility checking and recording performance indicators for the reduction of fuel consumption and wear);

(b) collection of service and maintenance data, as well as error codes for fault diagnosis and prevention;

(c) evaluation of Vehicle data for compliance with warranty obligations, product liability (recall campaigns); and

(d) analysis of Vehicle data for improving the quality of Vehicle functions and optimising products and services.

13.5 In the event that the Customer does not content for personal data (as defined within The Data Protection Act 2018) to be used in accordance with the provision of this Clause 13, the Customer may at any time notify MTBUK, in which case MTBUK shall



promptly cease to use the applicable data for the purposes of this Clause.

14. ENTIRE AGREEMENT: Unless otherwise stated, 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. 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 retailsalesadminuk@man.co.uk 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.

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 – WORDS, EXPRESSIONS, AND DEFINITIONS

- **Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
- **Comprehensive Warranty Period:** unless the Order Confirmation or any associated documentation expressly states otherwise, this shall comprise:
 - i. for a new truck, bus or coach a period of 12 months from the Warranty Start Date; and
 - ii. for a van with the model designation MAN TGE a period of 36 months from the Warranty Start Date.
- **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 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 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 Assemblies:** engine, gearbox, transfer case and drive axle(s) installed in a new Vehicle.
- **Fair Wear & Tear:** any wear and tear, (including deterioration) on the normal usage and operation of the Vehicle (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 Vehicle, including the Schedules.
- **Handover Date:** the date the Vehicle is delivered by MTBUK to the Customer or the date the Vehicle is collected by the Customer from MTBUK's premises.
- **Manufacturer:** the manufacturer of the Vehicle, 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 Vehicle 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 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 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 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 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 technical data, configuration or other specification for the 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.
- Vehicle: the MAN product, to include a 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).
- Warranty Period: the Comprehensive Warranty Period, and, additionally in relation to trucks, the period during which clause 7.1(b) applies.

Warranty Start Date: the date of first registration of the Vehicle or first commercial use of the Vehicle, whichever is the earlier, subject to the provisions of clause 7.