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### General

**1. GENERAL** a) These conditions form part of any contract of sale that we (Truckwise UK Ltd) enter into. They take precedence in the event of conflict with terms and conditions published by any other party. b) We reserve the right to vary these conditions by agreement with individual customers. However, no variation will be valid unless set out in writing and signed by both parties. These conditions and Truckwise UK Ltd documents referred to in these conditions represent and shall (unless varied by written agreement with us) remain the entire understanding between us relating to the goods. c) Where these conditions refer to written notice, this will be deemed properly served if delivered by hand or sent by first class, registered mail. Written notice to us will be sent to Customer Services, Truckwise UK Ltd, Units 11-12 Perry Street Industrial Estate, Perry Street, Bilston, West Midlands, WV14 8RP. Written notice to the customer will be sent to an address designated by the customer in a written agreement with us. In default of this, we will send written notice to the address we consider most appropriate, which may be the customer's registered address or an address from which goods are ordered. d) We may, at our discretion, waive any of these conditions without implication on any other contracts with the customer. e) The customer may not assign any contract of sale with us, or any of its rights under it without our prior written consent. f) The Contracts (Rights of Third Parties) Act 1999 shall not apply to any contract of sale with us.

### Orders

**2. ORDERS & SPECIFICATIONS** a) By issuing a written or verbal order to us the customer makes a commitment to purchase specified goods. b) By accepting an order either verbally or in writing we make a commitment to supply specified goods. c) We are not committed to any supply of goods unless we have: (i) received a written or verbal order from the customer; and (ii) accepted the above order either verbally or in writing. The type and quantity of goods ordered will (unless we otherwise agree in writing) be specified in an advice note from Truckwise UK Ltd. The customer will ensure that the specification therein and any information it supplies to us is accurate. d) The customer will provide us with any information we require to fulfil our commitment to supply specified goods. Delay in providing requested information may delay the date of delivery. e) We reserve the right to modify the specification of goods, on condition that there is no consequent loss in their quality or performance. f) We reserve the right to alter the specification of any goods that would not otherwise comply with applicable statutory requirements (e.g. safety regulations). g) Goods may be subject to tolerances and if so this will be specified in the quotation, order and/or order confirmation.

### Terms of Payment

**3. TERMS OF PAYMENT** a) We may invoice customers at the following times or subsequently: (i) when the customer or their authorised representative takes delivery of goods; or (ii) when we advise the customer that goods are ready

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for collection. b) If goods are delivered in instalments, it will be deemed that a separate contract covers each order. We may issue separate invoices in respect of each contract or include multiple contracts on a single invoice for administrative convenience. c) The customer will ensure we receive full payment in cleared funds no later than 30 days Net after the date of invoice/statement unless otherwise agreed in writing by Truckwise UK Ltd. We will issue a receipt on request. d) If the customer does not make full payment by the due date, we will be entitled to: (i) cancel the contract, retain any part of the order still in our possession and suspend any further transactions with the customer; (ii) offset any deposit monies paid by the customer in respect of other orders against the sum due; and (iii) charge the customer interest on any outstanding amount at the rate of 4% per annum above the base rate of Barclays Bank plc from time to time. Interest will be calculated on a day to day basis from the date on which payment fell due until payment in full has been received. This provision will apply both before and after any court judgement. (iv) offset any monies which are owed by Truckwise UK Ltd to the customer against any monies owed by the customer to Truckwise UK Ltd. This contra agreement to be applicable to all monies outstanding. e) We may require a deposit to confirm an order. The sum payable will be at our discretion.

### Price

**4. PRICE** a) The sum invoiced will include: (i) the total cost of the goods, as detailed on our original quotation or order confirmation; (ii) any applicable delivery charges, including packaging and insurance costs; (iii) any applicable tax (e.g. VAT); and (iv) the cost of any pallet(s) or returnable container(s) supplied with the goods (which will be credited against the invoice if returned to us undamaged before payment is due). Any deposit paid will be deducted from the invoice total. b) We publish price lists for guidance only and reserve the right to amend published and quoted prices without notice. c) The price of goods will be confirmed in writing on our quotation or order confirmation. d) If a price cannot be confirmed at the time of order, we will issue an estimated price and confirm the price in writing prior to delivery. If the price is higher than our estimate the customer will be entitled to withdraw from the contract without penalty, by giving us written notice of withdrawal, provided this is given within one working day of the date on which we gave the customer the revised price. e) Our minimum order value is £10 excluding tax and delivery charges.

### Date of Delivery

**5. DATE OF DELIVERY** a) We advise customers of the estimated date of delivery at the time of order. We do not guarantee this date. b) If timing is critical to the customer, we may be able to issue a Guaranteed Delivery Date. This will be in writing and a premium may be payable. c) We aim to assist customers by advising them when goods are likely to be delivered, but do not issue verbal guarantees about delivery dates. d) The customer may cancel an order and obtain equivalent goods elsewhere if we fail to deliver: (i) by a Guaranteed Delivery Date; or (ii) within 10 days of an estimated delivery date. If the customer cancels an order we will return any deposit paid to us within 30 days of the date of cancellation. We have no further liability whatsoever to the customer.

### Delivery

**6. DELIVERY** a) The place of delivery will be shown on the Advice Note. Unless agreed otherwise in writing, this will be at the customer's premises. b) If the customer requests delivery at a place other than their premises, given reasonable notice of our proposed date of delivery they will ensure that: (i) an authorised person is available to accept delivery; and (ii) delivery facilities and access are safe and appropriate. c) Goods delivered to any location specified by the customer will be deemed as delivered to the customer. This may be subject to an additional carriage charge d) We may cancel any contract with the customer if they fail to take delivery of goods on order within 14 days of receiving written notice from us that goods ordered are available. This applies to: - goods which the customer fails to collect from us; and - goods that cannot be delivered to a site designated by the customer due to circumstances within the customer's reasonable control. Please note that it is the customer's responsibility to ensure that an authorised person is available to take delivery and that facilities and access for delivery are safe and appropriate. In the event of cancellation under this condition, we will be entitled to full recompense from the customer for any losses we have incurred, including costs of carriage and loss of profit. e) We will be entitled to store ordered goods at the customer's expense if the customer fails to take delivery: (i) on a Guaranteed Delivery Date; or (ii) where there is no Guaranteed Delivery Date, within 14 days of their receiving written notice from us that goods are available. We will be entitled to recover all associated costs from the customer, including reasonable costs of storage, carriage and insurance. f) We retain at all times our rights to claim damages and/or the price of goods from the customer in respect of their failure to

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take delivery of ordered goods. g) The customer assumes sole responsibility for compliance with any applicable export laws or regulations and for obtaining any necessary licences to export or re-export.

### **Legal Title**

**7. LEGAL TITLE** a) Title in goods passes to the customer on our receipt of full payment of all sums due to us in cleared funds. b) The customer will ensure that goods supplied to them by us are clearly marked as our property until we have received full payment and title has passed. c) The customer may use or resell goods supplied by us before we receive full payment, on condition that they maintain separate financial accounts in respect of these items until title passes. d) If the customer does not make full payment for goods by the due date, we will be entitled to demand: (i) immediate return of any undamaged goods which remain in the customer's keeping and are still in their original packaging; and (ii) immediate payment for any other goods, including those that have been used, damaged or

unpacked and those that are no longer in the customer's possession. If the customer fails to meet the above conditions forthwith, we will be entitled to enter their premises and repossess goods owned by us. In the absence of goods clearly marked as ours, we will be entitled to remove goods of similar specification and quality. e) The customer may not pledge as security any goods supplied by us until title has passed.

### **Risk**

**8. RISK** Risk of damage and loss passes to the customer: (i) when goods are collected from us by the customer or a third party acting for them; or (ii) when goods are delivered to the customer by us or a third party acting for us.

### **Returns**

**9. RETURNS** a) We may at our discretion accept returned goods, provided that: (i) the customer obtains our prior written agreement to accept the return of the goods; (ii) the goods remain undamaged, in their original packaging, have been appropriately stored and are in satisfactory condition; (iii) the goods have not been modified and are from regular stock that is listed in the current price list of the manufacturer; (iv) a note accompanying the goods gives the Invoice Number relating to the purchase of the goods and an applicable Product Return Authorisation Note issued by our Customer Services Department. b) The customer is responsible for all carriage, packing and insurance costs incurred returning goods. c) We retain the right to credit the value of returned goods against alternative goods, except where consumer law entitles the customer to a refund. d) A handling charge of 15% of the invoice value of the goods is payable by the customer in respect of returned goods, other than those returned because of damage, shortages, over delivery or due to incorrect supply. e) Any shortages, over deliveries or damaged items must be notified to the customer services department within two working days of receipt for authorisation to be given for their return. Failure to do so may result in the non-issuing of credit.

### **Warranties**

**10. WARRANTIES** a) We will pass on any applicable manufacturer warranty to the customer. b) If goods which we have supplied are faulty due to defects in workmanship or material we will repair or replace them provided that: (i) they are returned to us within 10 days of their being identified as faulty and within 9 months of the original date of delivery to the customer; (ii) they have been correctly stored by the customer; (iii) they have not been altered by the customer or any third party; and (iv) they have not been damaged while in the customer's care (e.g. through inappropriate storage, carelessness, misuse, incorrect assembly, contact with corrosive agents or proximity to force fields). If we require verification of any issue relating to this condition, the customer will give us full assistance and access to all relevant premises, documents and equipment. c) If we are unable to repair or replace goods within 90 days of receiving written notification that they are faulty, the customer will be entitled to cancel the contract without penalty. The customer will not be entitled to cancel any associated contracts, unless further rights of cancellation are specified in their statutory rights. d) We do not exclude the implied warranty as to title. Save as provided in these conditions, all warranties, conditions and other terms, whether express or implied, are to the fullest extent permitted by law, excluded from the contract of sale.

### **Liability**

**11. LIABILITY** a) If the customer is in breach of any condition of this agreement, immediate payment for all contracts with us will fall due. This includes payment for goods on order that have not yet been delivered to the customer. b) If goods are manufactured following a design or process specified by the customer, we will be fully indemnified by the customer in respect of claims for any infringement of a legally protected right (e.g. patents, copyrights, trademarks, design rights, intellectual property rights, etc.) and claims relating to defects in the customer's design, process or specification, including but not limited to (i) any penalty or fine awarded against us ; and (ii) any loss, damage or expense, and (iii) any legal costs, administrative costs and trading losses. c) We accept liability loss or damage to tangible property and death or personal injury, caused by faulty goods or by our negligence or the negligence of our employees or agents. We do not limit our liability for personal injury or death. Our liability however arising for loss or damage to tangible property is limited to £500,000. All other liability however arising is limited to the price of the goods to which the claim relates. We do not (except in the case of liability for personal injury or death) accept liability however arising for loss or profits, loss of anticipated savings, loss of use, loss of expected future business, damage to reputation or goodwill, or for any indirect or consequential loss or damage. All liability that is not expressly accepted is excluded, provided that nothing in these conditions shall be construed as limiting or excluding our liability which may not by law be limited or excluded. No legal action regardless of its form, connected with or arising out of these conditions, may be brought by either party more than two years after the cause of action first arose. d) We offer verbal guidance to assist the customer. This does not constitute part of any contract with us and cannot be relied upon by the customer. Information in our sales literature and other documentation may be subject to clerical and/or typographical errors. Before entering into a contract with us, the customer should apply to us for written confirmation of any verbal or printed information that they intend to rely upon in relation to the contract. We will be pleased to provide written confirmation on applicable issues. e) Neither party will be responsible for any delay or failure that is due to any cause beyond their reasonable control (e.g. natural disaster, act of war or terrorism, fuel shortage, legislative regulation or restriction, industrial dispute, shortage of labour, components or raw materials).

### **Cancellation**

**12. CANCELLATION** a) The customer may cancel an order at any time, on condition that we are fully reimbursed for all our costs, including the costs of manufacture and administration. We may also claim from the customer, at our discretion, full compensation for our loss of profit. b) The customer may cancel without penalty in the event of a price change, under the circumstances detailed in 4 (d), above. c) We may cancel any contract without liability immediately if the customer: (i) ceases to trade; (ii) is subject to a bankruptcy order or enters into formal administration; (iii) calls a meeting of creditors or enters into a voluntary arrangement with same; (iv) disposes of a significant percentage of their assets (unless in connection with a merger or reconstruction); (v) is unable to pay debts as they fall due. If we have reasonable grounds to anticipate any of the above, we may ask the customer to satisfy our concerns. If they do not we will be entitled to suspend all transactions with them. d) We may cancel the contract of sale without liability immediately by written notice to you where it is reasonable to assume that it has been formed on the basis of a typographical, arithmetical or other error. e) We may cancel the contract of sale without liability to you if the manufacturer of the goods ceases to supply the same to us.

### **Severability**

**13. SEVERABILITY** In the event that part of these conditions is held to be invalid or unenforceable, the validity of all other parts will remain unaffected to the extent permissible in law.

### **Law and Jurisdiction**

**14. LAW AND JURISDICTION** In the event of any dispute between the parties, they will use reasonable efforts to resolve the same amicably by negotiation. Each party will appoint a representative who has sufficient executive authority to resolve the dispute and who has had no day to day involvement in the matter which is the subject of the dispute. If the parties are unable to resolve the dispute by negotiation within a reasonable time, they will consider attempting to settle the dispute by mediation in accordance with the Centre for Effective Dispute Resolution's Model Mediation Procedure. If either party is not willing to attempt to resolve the dispute by mediation, then both parties agree to submit to the jurisdiction of the English Courts. These conditions and any dispute between the parties shall be governed by and interpreted in accordance with English law.