

Terms and conditions for the supply of goods and services and may be amended from time to time, a copy of these terms and conditions can be found on our website.

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

"Business Day": a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

"Collection Location": has the meaning given in clause 4.2.

"Commencement Date": has the meaning given in clause 2.2.

"Conditions": these terms and conditions as amended from time to time.

"A Customer, who is an individual (including partnerships) who, for purposes of the purchase of Goods and/or Parts is acting wholly or mainly outside of their trade, business, craft or profession.

"Contract": the contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with these Conditions.

"Customer": the person or firm who purchases the Goods, Parts and/or Services from the Supplier.

"Data Protection Legislation": all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

"Delivery Location": has the meaning given in clause 4.3.

"Deposit": any deposit required to be paid by the Customer under the terms of the Order, on the Commencement Date.

"Force Majeure Event": has the meaning given to it in clause 16.

"GDPR": General Data Protection Regulation ((EU) 2016/679).

"Goods": the Vehicles and any other related goods and equipment to be sold with the Vehicles by the Supplier to the Customer and set out in the Order.

"Parts": all and any new and replacement parts or spares for Vehicles as sold by the Supplier

“New Vehicles”: the new trucks (mounted and unmounted), trailers, vans and each and every component part or accessory of them.

"Order": the Customer's order for the supply of Goods, Parts and/or Services, as set out in the Customer's written acceptance of the Supplier's quotation.

"Services": the services, including but not limited to, the maintenance, repair, replacement of parts and servicing of the Vehicles as more particularly set out in the Service Specification.

“Services Price List”; the list setting out the Services offered in relation to the Goods and the current price for those Services for the time being in force.

"Service Specification": the description or specification for the Services to be provided by the Supplier to the Customer as detailed in the Services Price List or as otherwise agreed between the Supplier and the Customer.

"Supplier": Econ Engineering Ltd registered in England with company number 00644062 and whose registered office is Boroughbridge Road, Ripon, HG4 1UE.

"Supplier Materials": has the meaning given in clause 8.1(f)

“Used Vehicles”: the trucks (mounted and unmounted), trailers, vans, lorries and cars which have been previously used and are not deemed new and each and every component part or accessory of them.

“Vehicles”: the Used Vehicles and the New Vehicles.

“Vehicle Specification”: the description or specification of the New Vehicle(s) as set out in the Order.

1.2 Interpretation:

(a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

(b) A reference to a party includes its personal representatives, successors and permitted assigns.

(c) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

(d) Any words following the terms including, include, in particular, for example 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.

(e) A reference to writing or written includes email.

2. Basis of contract

2.1 The Order constitutes an offer by the Supplier to sell the Goods and/or Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when the Customer signs or otherwise confirms acceptance of the order or provides a purchase order at which point and on which date the Contract shall come into existence (Commencement Date).

2.3 Any drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or Parts, or illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures or the Part's Centre are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods and/or Parts described in them. They shall not form part of the Contract or have any contractual force.

2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.5 Any quotation given by the Supplier is only valid for a period of 30 days from its date of issue, following which the offer to sell the Goods and/or Services on the terms set out in the quotation will be revoked.

2.6 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

2.7 Nothing in these Conditions or any Contract shall commit the Supplier to any form of buy back obligation or residual value underwrite obligation in relation to any Goods. Any such obligation may only be created under a separate agreement entered into between the Supplier and the Customer in writing and signed on behalf of the Supplier by a director of Econ Engineering Ltd.

3. Goods and Parts

3.1 The Goods are described in the Supplier's or manufacturer's catalogues and brochures and shown on the forecourts of the Supplier and may be modified by any applicable Vehicle Specification.

3.2 The Parts are as described on the Eparts Store as updated from time to time.

3.3 The Contract for any delivery of New Vehicles may also be subject to the terms and conditions of the manufacturer, a copy of which will be given on or before the Commencement Date.

3.4 The Supplier reserves the right to amend the Vehicle Specification if required by the manufacturer, any applicable statutory or regulatory requirement, and the Supplier shall notify the Customer in any such event.

3.5 The Customer shall ensure that the terms of any Order for Goods or Parts and any information it provides in the Customer Vehicle Specification are complete and accurate in all respects.

4. Delivery of Goods and Parts

4.1 The Supplier shall ensure that each delivery of the Goods and/or Parts is accompanied by a delivery note which shows the date of the Order, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered.

4.2 Unless otherwise agreed with the Supplier, the Customer shall collect the Goods from the Supplier's premises as set out in the Order or such other location as may be agreed with the Customer before delivery ("Collection Location") on the date agreed between the Supplier and the Customer provided the Goods are ready for collection on that date.

4.3 If agreed with the Customer, the Supplier may itself or through a subcontractor deliver the Goods to the location set out in the Order or such other location as the parties may agree at any time before delivery ("Delivery Location") after the Supplier notifies the Customer that the Goods are ready to be delivered.

4.4 Delivery of the Goods shall be completed on the collection of the Goods from the Collection Location or the delivery of the Goods at the Delivery Location (as appropriate).

4.5 Any dates quoted for delivery of the Goods at the Delivery Location are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by the manufacturer, a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods and the Customer shall not have any rights to cancel the Order for the Goods in these circumstances.

4.6 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price paid for the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.

4.7 If the Customer fails to collect or accept delivery of the Goods within 10 Business Days of the Supplier notifying the Customer that the Goods are ready, then except where such failure or delay is caused by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:

(a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the 10th Business Day following the day on which the Supplier notified the Customer that the Goods were ready for collection or delivery (as appropriate);

(b) the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance); and

(c) then without prejudice to clauses 4.7(a) and (b) above, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods which has already been paid or charge the Customer for any shortfall below the price of the Goods. If only the Deposit has been paid, the Customer shall not be entitled to any refund and the Supplier shall have the right to keep the Deposit to cover its costs and expenses.

4.8 If any Goods to be purchased are materially modified to the Customer's Vehicle Specification, then, without prejudice to the other rights and remedies available to the Supplier, it shall be entitled, in addition to any shortfall below the price of the Goods, to claim all its losses, costs, claims and expenses arising as a result of the modifications to the Goods made to comply with the Customer's Vehicle Specification.

4.9 The Supplier may deliver the Goods by instalments. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

4.10 Parts shall only be delivered in the United Kingdom.

4.11 The Supplier shall endeavour to deliver the Parts within the times set out on the Part's Centre and in any event, within 48 hours of the Order (unless ordered on a Friday, which will be delivered on the next Business Day or a weekend, in which event delivery will be on the second Business Day following the date of the Order) but any timescales given are approximate only, and time of delivery shall not be of the essence and the Supplier shall not be liable for any delay in delivery.

4.12 If the Customer wishes to amend or cancel any Order for Parts the Supplier may be able to cancel or amend the Order before the delivery is processed. Orders are despatched at 4pm daily so any requests to cancel or amend the Order should be made before 3.30pm on each Business Day.

5. Quality of Goods and Parts

5.1 It is accepted that the Goods and Parts are manufactured by a third party and therefore the Supplier cannot directly warrant the condition of the Goods or Parts nor can it warrant the condition of any modifications made to the Goods to comply with the Customer's Vehicle Specification, on delivery.

5.2 The Supplier undertakes to use all reasonable endeavours to obtain for the benefit of the Customer any warranties or guarantees given to it by the manufacturer in relation to the Goods and Parts and which is still within the warranty period, subject to the following:

(a) the Customer gives notice in writing during any warranty period provided by the manufacturer within a reasonable time of discovery that some or all of the Goods or Parts do not comply with the warranty given by the manufacturer;

(b) the Supplier or the manufacturer is given a reasonable opportunity of examining such Goods or Parts; and

(c) the Customer (if asked to do so by the Supplier) returns such Goods or Parts to the Supplier's place of business.

5.3 The Supplier shall not be required to obtain any benefit of any warranties or guarantees of the manufacturer if:

(a) the Customer makes any further use of such Goods or Parts after giving a notice in accordance with clause 5.2(a);

(b) the defect arises because the Customer failed to follow the Supplier's or the manufacturers oral or written instructions as to the storage, use or maintenance of the Goods or Parts, or (if there are none) good trade practice;

(c) the Customer alters or repairs such Goods or Parts without the written consent of the Supplier;

(d) the defect arises as a result of the modifications made to the Goods to comply with the Customer's Vehicle Specification, or to the Goods or Parts as a result of fair wear and tear, wilful damage, negligence, or abnormal conditions of use; or

(e) the Goods differ from Vehicle Specification as a result of changes made to ensure they comply with the requirements of the manufacturer or any applicable statutory or regulatory standards;

(f) the warranty period has expired, or the Goods are a Used Vehicle and no warranties or guarantees are available with that Used Vehicle.

5.4 In addition and without prejudice to this clause 5, it is accepted that Used Vehicles are to be supplied on the following terms and conditions:

(a) all used vehicles are sold on trade basis.

(b) prior to the signing of the Order and entering into the Contract, the Customer has had the opportunity to examine the Used Vehicle(s) and has completed a certificate of examination for this purpose and cannot therefore claim any breach for defects in the Used Vehicle(s) which are apparent on that examination; and

(5.5 Except as provided in this clause 5, the Supplier shall have no liability to the Customer for any statements, conditions or warranties as to the quality of the Goods or Parts or their fitness for any particular purpose whether express or implied by law or otherwise.

5.6 All Warranties are subject to negotiation with the customer and may vary but will not be longer than 12 weeks

6. Title and risk

6.1 The risk in the Goods shall pass to the Customer on collection of the Goods at the Collection Location or completion of delivery of the Goods at the Delivery Location.

6.2 Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums

6.3 Until title to the Goods has passed to the Customer, the Customer shall:

(a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;

(b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

(c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery or date of collection if appropriate.

(d) notify the Supplier immediately if it becomes subject to any of the events listed in clause 14.1(b) to clause 14.1(d); and

(e) give the Supplier such information relating to the Goods as the Supplier may require from time to time.

6.4 Subject to clause 6.3 the Customer may use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods, or alternative arrangements have been made by both parties, The Customer may not resell the Goods.

6.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 14.1(b) to clause 14.1(d), then, without limiting any other right or remedy the Supplier may have:

- (a) the Customer's right to use the Goods in the ordinary course of its business ceases immediately; and
- (b) the Supplier may at any time:
 - (i) require the Customer to deliver up all Goods; and
 - (ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

6.6 Risk in the Parts shall pass to the Customer upon delivery; Title to the Parts shall pass to the Customer on payment in full (in cleared funds) of the price for the Parts.

7. Supply of Services and Lien

7.1 The Supplier shall supply the Services to the Customer in accordance with the Service Specification in all material respects.

7.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services agreed between the parties in writing, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

7.3 The Supplier reserves the right to amend the Service Specification if necessary to comply with any requirements of the manufacturer or any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

7.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

7.5 The Supplier shall have a first and paramount lien on the Goods the subject of the Services and any other property of the Customer in its possession, for all monies currently due and owing to the Supplier in respect of the Services or otherwise, and on any account whatsoever. The Supplier's lien over the Goods shall, to the extent it is legally able, take priority over any third party's interest in those Goods, and, if the lien is enforced and the Goods are sold by the Supplier, the proceeds of sale of those Goods.

7.6 The Supplier may sell, in such manner as it may decide, any Goods over which the Supplier has a lien if any sums in respect of which the lien exists are presently due and payable and they are not paid within 10 Business Days after a notice has been served on the Customer demanding payment and stating that if the notice is not complied with the Goods may be sold.

8. Customer's obligations

8.1 The Customer shall:

- (a) ensure that the terms of the Order and any information it provides in the Service Specification are complete and accurate;
- (b) co-operate with the Supplier in all matters relating to the Services;

(c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises and other facilities as reasonably required by the Supplier to provide the Services;

(d) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

(e) comply with all applicable laws, including health and safety laws;

(f) keep all materials, equipment, documents and other property of the Supplier ("Supplier Materials") at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation; and

(g) comply with any additional obligations as set out in the Service Specification.

8.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("Customer Default"):

(a) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services 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 in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

(b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 8; and

(c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

9. Charges and payment

9.1 The price for Goods:

(a) shall be the price set out in the Order or, if no price is quoted, the price set out in the Supplier's published price list as at the date of collection or delivery of the Goods;

(b) shall be reduced by any Deposit already paid;

(c) shall be exclusive of all transport costs of delivering the Goods (if appropriate), which shall be invoiced to the Customer separately; and

(d) subject always to clause 10, may, subject to the Supplier agreeing an allowance (to be determined solely by the Supplier) for a Used Vehicle to be given in part exchange, be reduced by the allowance agreed for that Used Vehicle.

9.2 The price for the Parts shall be as set out in the Part's Centre.

9.3 The charges for Services shall be as set out in the Service Specification.

9.4 In addition the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the

Services and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.

9.5 The Supplier reserves the right to:

(a) increase the charges for the Services at any time on notice to the Customer and the charges will be reviewed on an annual basis with effect from each anniversary of the Commencement Date, from time to time prices may change more than once a year.

(b) increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to:

(i) any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

(ii) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Vehicle Specification; or

(iii) any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods.

9.6 In respect of Goods, the Supplier shall (unless otherwise agreed with the Customer) invoice the Customer prior to collection or delivery. In respect of Services, the Supplier shall invoice the Customer (unless otherwise agreed with the Customer) on completion of the Services.

9.7 In respect of Parts the Customer shall pay for them at the time of the online Order.

9.8 The Customer shall pay each invoice submitted by the Supplier:

(a) before collection or delivery or, if otherwise agreed, in accordance with any credit terms agreed by the Supplier and confirmed in writing to the Customer; and

(b) in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract.

9.9 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services, Goods or Parts at the same time as payment is due for the supply of the Services, Goods or Parts

9.10 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 14 (Termination) or clause 7.5, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 9.8 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0% or, at the discretion of the Supplier, at the rate for the time being under the Late Payment of Commercial Debts (Interest) Act 1998.

9.11 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9.12 Nothing in this clause 9 shall prevent the Customer from arranging finance with a finance company, who is to purchase the Goods from the Supplier at the agreed price, provided such finance is available before the delivery or collection of the Goods. The agreed price shall be the amount less any Deposit received and/or any allowance given for a Used Vehicle (which is in the Supplier's possession and control) which shall be retained by the Supplier as part of the agreed price.

10. Part Exchange of Used Vehicles

10.1 Where the Supplier agrees to allow part of the price of the Goods to be discharged by the Customer delivering a Used Vehicle to the Supplier in part exchange for the Goods, the Customer warrants and represents that:

(a) the age, mileage and any other information given in relation to the Used Vehicle is true and accurate in all respects;

(b) subject to clause 10.3, the Used Vehicle is the absolute property of the Customer, free from all encumbrances and is not the subject of any hire purchase or other agreement requiring any cash settlement to be made before ownership transfers to the Customer;

(c) the Used Vehicle has not been the subject of any accident, other than those disclosed to the Supplier in writing.

10.2 If the Supplier has examined the Used Vehicle prior to the part exchange taking place, the Customer warrants and represents that it will be delivered to the Supplier in the same condition as it was on the date of examination, subject to any fair wear and tear which is reasonable in the time since the examination.

10.3 If the Used Vehicle is subject to outstanding finance from a finance company, and the Customer is obtaining further finance for a different Vehicle to be purchased from the Supplier, the Supplier may, in its absolute discretion, accept the Used Vehicle in part exchange for the Goods, subject to it having the right and all the information it deems necessary or desirable, to enable it to repay the outstanding finance out of the finance received for the Goods.

10.4 The Used Vehicle must be delivered to the Supplier on or before the date of collection or delivery of the Goods and risk and title in the Used Vehicle shall pass to the Supplier on delivery.

10.5 If the Goods, through no fault of the Supplier, cannot be delivered to the Customer or collected by the Customer on the agreed date of delivery, the amount of the allowance to be made in respect of the Used Vehicle may, at the discretion of the Supplier, be reduced by an amount not exceeding 2% per month, commencing one month from the agreed date of delivery or collection until the actual collection or delivery of the Goods.

10.6 In the event of any breach of the warranties given in this clause 10 by the Customer before the delivery or collection of the Goods, the Supplier reserves the right to reject the Used Vehicle and refuse to make any allowances to the price of the Goods and the Customer will be required to pay the price for the Goods in full.

10.7 In the event a breach of the warranties given in this clause 10 is not known by the Supplier until after the collection or delivery of the Goods, the Supplier reserves the right to:

- (a) return the Used Vehicle to the Customer and receive immediate repayment in full of the allowance given and any costs and expenses it has incurred; or
- (b) retain the Used Vehicle but claim from the Customer, on an indemnity basis, an amount equal to any losses, claims, damages, costs and expenses the Supplier has incurred as result of the breach.

11. Data protection and data processing

11.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 11 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

11.2 It is acknowledged that for the purposes of the Data Protection Legislation, the Customer and the Supplier are both Data Controllers (where Data Controller has the meaning as defined in the Data Protection Legislation).

11.3 The Supplier controls the Personal Data (as defined in the Data Protection Legislation) it receives about the Customer for the purposes of this Contract, in accordance with this Contract and its privacy policy from time a time (a copy of which has been provided on our website).

11.4 Without prejudice to the generality of clause 11.1, where applicable, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of the Contract.

11.5 Without prejudice to the generality of clause 11.1, the Supplier shall, in relation to any Personal Data where it is a Data Controller:

- (a) comply with its obligations under Data Protection Legislation in its collection, processing and provision of Personal Data in connection with this Agreement;
- (b) comply with all the internal policies and procedures that it has in place to deal with the collection, use and processing of Personal Data;
- (c) provide the Customer with such co-operation and information as it may reasonably request to fulfil the Customer's rights under Data Protection Legislation;
- (d) promptly, and at the option of the Customer, return to the Customer or delete all materials and Personal Data of the Customer following termination of expiry of the Contract, other than to the extent its retention is required by relevant laws;
- (e) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (f) notify the Customer as soon as practicable on becoming aware of a Personal Data breach;
- (g) maintain complete and accurate records and information to demonstrate its compliance with this clause 11.5.

11.6 The Customer shall:

(a) comply with its obligations under applicable Data Protection Legislation in relation to its collection, processing and provision of Personal Data to the Supplier in connection with the Contract, including that its processing of Personal Data is lawful and is undertaken in accordance with the principles relating to the processing of Personal Data set out in Data Protection Legislation;

(b) ensure there is no prohibition or restriction in place which would prevent or restrict the Customer from disclosing or transferring the Personal Data to Supplier;

(c) not permit the Supplier to process any Personal Data, in breach or contravention of any order issued to, or limitation of processing imposed on, the Customer by any supervisory authority; and

(d) provide the Supplier with such co-operation and information as the Supplier may reasonably request from time to time to permit the Supplier to comply with its obligations under Data Protection Legislation.

11.7 The Customer hereby grants to the Supplier consent to collect and process information on the Customer to the extent necessary to perform the Contract and to meet its legal compliance obligations, provided such collection and processing is necessary, in accordance with the Supplier's privacy policy and the Data Protection Legislation.

12. Confidentiality

12.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.2.

12.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

13. Limitation of liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

13.1 The Supplier has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £10 million per claim. The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.

13.2 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:

(a) death or personal injury caused by negligence;

(b) fraud or fraudulent misrepresentation; and

(c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

13.3 Subject to clause 13.2, the Supplier's total liability to the Customer shall not exceed £10 million per claim. The Supplier's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.

13.4 This clause 13.4 sets out specific heads of excluded loss and exceptions from them:

(a) Subject to clause 13.2, the types of loss listed in clause 13.4(c) are wholly excluded by the parties, but the types of loss and specific losses listed in clause 13.4(d) are not excluded.

(b) If any loss falls into one or more of the categories in clause 13.4(c) and also falls into a category, or is specified, in clause 13.4(d), then it is not excluded.

(c) The following types of loss are wholly excluded:

(i) Loss of profits.

(ii) Loss of sales or business.

(iii) Loss of agreements or contracts.

(iv) Loss of anticipated savings.

(v) Loss of use or corruption of software, data or information.

(vi) Loss of or damage to goodwill.

(vii) Indirect or consequential loss.

(d) The following types of loss and specific loss are not excluded:

(i) Sums paid by the Customer to the Supplier pursuant to the Contract, in respect of any Services not provided in accordance with the Contract.

(ii) Wasted expenditure.

(iii) Additional costs of procuring and implementing replacements for, or alternatives to, Services not provided in accordance with the Contract. These include consultancy costs, additional costs of management time and other personnel costs, and costs of equipment and materials.

(iv) Losses incurred by the Customer arising out of or in connection with any third party claim against the Customer which has been caused by the act or omission of the Supplier. For these purposes, third party claims shall include demands, fines, penalties, actions, investigations or proceedings, including those made or commenced by subcontractors, the Supplier's personnel, regulators and customers of the Customer.

13.5 The Supplier has given commitments as to compliance of the Goods and Services with relevant specifications in clause 5 and clause 7. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from these Conditions.

13.6 Unless the Customer notifies the Supplier that it intends to make a claim in respect of an event within the notice period, the Supplier shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire 3 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

13.7 This clause 13 shall survive termination of the Contract.

14. Termination

14.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing to do so;

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

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

14.2 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 14.1(b) or clause 14.1(d), or the Supplier reasonably believes that the Customer is about to become subject to any of them.

15. Consequences of termination

15.1 On termination of the Contract:

(a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services, and Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;

(b) the Customer shall return all of the Supplier Materials or Goods which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

15.2 Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

15.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

16. Force Majeure Event

The Supplier shall not be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations or the Services under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

17. Consumers only

17.1 If by operation of law the Customer is deemed to be dealing as a “consumer” in entering into the Contract, (i) nothing in the Contract affects the Customer’s statutory rights as a “consumer” and (ii) any warranties or guarantees which the Supplier transfers to the Customer will be in addition to the Customer’s statutory rights as a consumer.

17.2 If, and only if the Customer has acted as a consumer, where the Contract has been completed away from the Supplier’s business premises, and/or without any face to face contact with the Customer or their appointed representative, and provided the Customer has not requested that the Goods be materially modified to comply with the Customer’s Vehicle Specification, the Customer may give notice to cancel the Contract within 14 days of delivery or collection of the Goods or the Parts (as applicable).

17.3 For these purposes delivery of the Goods or the Parts shall mean when the Customer takes delivery or collects the Goods or Parts or otherwise takes physical possession of the Goods or Parts.

17.4 To cancel the Goods and/or Parts, the Customer must give notice to the Supplier in writing to the address in the Contract and, provided it is sent within the 14 day period, it will be valid and effective.

17.5 If the Customer cancels the Contract in accordance with this clause 17, subject to clause 17.6, the Supplier will reimburse the Customer all payments received from the Customer without undue delay and in any event 14 days after the date the Supplier receives the Goods and/or Parts back or if earlier 14 days after the date the Customer provides evidence that it has returned the Goods and/or Parts. Reimbursement will not be made by the Supplier until it has received the Goods and/or Parts or evidence of the Goods and/or Parts having been sent back to the Customer.

17.6 If the Customer has lost or damaged all or part of the Goods and/or Parts the Customer shall be liable for the decrease in value of the Goods and/or Parts resulting from the loss or damage.

18. General

18.1 Assignment and other dealings

(a) The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

(b) The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier.

18.2 Notices.

(a) Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:

(i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

(ii) sent by email to the address specified in the Order.

(b) Any notice or communication shall be deemed to have been received:

(i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

(ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and

(iii) if sent by fax or email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 18.2(b)

(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

18.3 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

18.4 Waiver. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

18.5 No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

18.6 Entire agreement.

(a) The Contract and any documents relating to the Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

(b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in the Contract.

(c) Nothing in this clause shall limit or exclude any liability for fraud.

18.7 Third parties rights.

(a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

(b) Excluding any manufacturer who may have such rights, the rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

18.8 Variation. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

18.9 Governing law. The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

18.10 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation