

**Terms and Conditions for the Supply of Goods and Services for Truck Trading
Limited**

1. Interpretation

1.1. Definitions:

1. **Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
2. **Business Hours:** the period from 8.00 am to 6.00 pm on any Business Day. Appointment only arrangements can be facilitated on a Saturday.
3. **Conditions:** the terms and conditions set out in this document as amended from time to time in accordance with clause 13.4.
4. **Contract:** the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.
5. **Customer:** the person or firm who purchases the Goods from the Supplier.
6. **Delivery Location:** has the meaning given in clause 4.2.
7. **Force Majeure Event:** an event, circumstance or cause beyond a party's reasonable control.
8. **Goods:** the goods (or any part of them) set out in the Order.
9. **Order:** the Customer's order for the Goods, as set out in the Customer's purchase order form.
10. **Services:** the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Service Specification.
11. **Service Specification:** the description or specification for the Services provided [in writing] by the Supplier to the Customer.
12. **Specification:** any specification for the Goods, including any related plans and drawings, that is agreed by the Customer and the Supplier.
13. **Supplier:** Eastern European Export Ltd (Company Number: 07087604) with the registered address of 279 Didsbury Road, Heaton Mersey, Stockport, SK4 3JH.

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 legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

- (d) Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- (e) A reference to **writing** or **written** excludes fax but not email.

2. Basis of contract

- 2.1. 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 law, trade custom, practice or course of dealing.
- 2.2. The Customer is responsible for ensuring that the terms of the contract and any applicable Specification submitted by the Customer are complete and accurate.
- 2.3. The contract between the Customer and the Company shall only be deemed to be accepted when the Company issues a written acceptance of the Contract, at which point the Contract shall come into existence.
- 2.4. A quotation for the Goods given by the Company shall not constitute an offer. A quotation shall only be valid for a period of 24 hours from the time it is issued.
- 2.5. It is the Customers responsibility to ensure that the quantity and description of the Goods is as accurate as possible. The Company shall endeavour to carry out an inspection of the Goods being purchased within 7 days of the collection of the Goods. If in the event it transpires that the description of the Goods was not completely accurate, the Company reserves the right to return the Goods to the Customer and request a full refund.
- 2.6. All samples, drawings, descriptive matter, specifications and advertising issued by the Customer are to be as accurate a possible to help the Company to provide a quote for the Goods.
- 2.7. The Order constitutes an agreement between the Customer and the Supplier for the Supplier to purchase the Customers vehicle and provide a collection service in respect of the same.
- 2.8. The Order shall only be deemed to be accepted when the Supplier agrees to the collection of the Goods. Once a date has been agreed the Contract shall come into existence (**Commencement Date**).
- 2.9. 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 law, trade custom, practice or course of dealing.

- 2.10. Any quotation given by the Supplier shall not constitute an offer and is only valid for a period of 24 hours from the time it is issued.
- 2.11. All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.
- 2.12. The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

3. Goods

- 3.1. It is the Customers responsibility to ensure that all information provided in respect of the specification of the vehicles is completely accurate to the best of their knowledge and understanding.
- 3.2. The quotation provided by the Company may be subject to change in the event that it later transpires that the description of the Goods was inaccurate. This clause applies to all quotations regardless of whether they were obtained online, at a physical appointment or over the phone.
- 3.3. The more information provided by the Customer, the more accurate the valuation will be.
- 3.4. Any images submitted by the Customer must be photographs taken no more than 1 week prior to being submitted to the Company and must reflect a true and accurate account of the condition of the vehicle.
- 3.5. Any vehicles sold to the Company must not have any components, consumables or equipment removed that you have included or reflected in photographs when submitting the details of the vehicle. These would include items such as tyres or other equipment attached to the vehicle unless you have stated this clearly to the Company so that they can value the vehicle accordingly. Doing so could result in a reduced valuation of your asset.
- 3.6. To the extent that the Goods are to be sold in accordance with a Specification supplied by the Customer, the Customer shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Company in connection with any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Company's use of the Specification. This clause 3.6 shall survive termination of the Contract.

- 3.7. The Company reserves the right to amend the Specification if required by any applicable statutory or regulatory requirement, and the Company shall notify the Customer in any such event.
- 3.8. If the Company purchased a Truck, Tractor Unit or Semi-Trailer from the Customer, then they will be relying upon the Customers representation that:
- (a) the Customer is legally capable of entering into a binding contract to sell the Truck, Tractor Unit or Semi-Trailer;
 - (b) the Customer is at least 18 years old;
 - (c) to the best of the Customers knowledge, information and belief:
 - (i) the Customer is the sole legal and beneficial owner of the Truck, Tractor Unit or Semi-Trailer;
 - (ii) other than in respect of any finance outstanding on the Truck, Tractor Unit or Semi-Trailer which the Customer shall have disclosed to the Company, no person has any claim to the Truck, Tractor Unit or Semi-Trailer;
 - (iii) the mileage reading on the Truck, Tractor Unit or Semi-Trailer is true and accurate and the odometer has not been tampered with;
 - (iv) the Customer has disclosed to the Company all matters which a prudent purchaser would want to know about, such as physical defects in the Truck, Tractor Unit or Semi-Trailer (e.g. if it has any material mechanical problems or damage);
 - (v) all information supplied by the Customer in respect of the Truck, Tractor Unit or Semi-Trailer (whether in obtaining an On-line Valuation, at any Appointment or otherwise) is true and accurate in all respects; and
 - (vi) the Truck, Tractor Unit or Semi-Trailer is registered in the UK; and
 - (d) the Customer is not (nor are they acting on behalf of anyone who is) selling the Truck, Tractor Unit or Semi-Trailer in the general course of business.
- 3.9. In the event that the Company discover (at any time) that any of the above representations are (or are likely to be) inaccurate, untrue or false then we reserve the right (at their sole discretion) to:
- (a) request any documentation or information the Company deem necessary to determine whether the above representations are untrue or false; and/or

(b) withdraw any offer to buy the Truck, Tractor Unit or Semi-Trailer with immediate effect; and/or

(c) to rescind any Contract with immediate effect; and/or

(d) (where appropriate) seek damages from the Customer.

4. Delivery

4.1. The Company shall ensure that:

(a) each delivery of the Goods is accompanied by a delivery note that 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 Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

(b) if the Company requires the Customer to return any packaging materials to the Company, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as the Company shall reasonably request. Returns of packaging materials shall be at the Customers expense.

4.2. The Company shall collect the Goods from the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after the Customer notifies the Company that the Goods are ready.

4.3. Collection is completed on the completion of collecting of the Goods from the Customer and delivering the Goods at the Delivery Location.

4.4. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence.

4.5. The Company shall not be liable for any delay in collection of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Company with adequate instructions for the collection or any other instructions that are relevant to the service being offered.

4.6. The Supplier shall have no liability for any failure to collect the Goods to the extent that such failure is caused by a Force Majeure Event.

4.7. In the event that the Company are unable to carry out successful collection of the Goods from the Customer as a result of the Customer's failure to provide the Company with

adequate collection instructions, Goods which fail to start due to mechanical reasons or the physical condition of the vehicle, the Customers failure to attend to the collection at the agreed time or any other instructions that are relevant to the collection of the Goods, the Customer shall be responsible for the failed collection fee which will be assessed on a case by case basis. The failed collection fee shall be paid by the Customer to the Company within 72 hours of the failed collection and prior to the rearrangement of the collection in any event.

- 4.8. If the Company collects a partial amount of the Goods and the remainder is to be collected on a future agreed date, further delivery charges may be incurred depending on the agreement between the parties.
- 4.9. It is the Customers responsibility to ensure that the Goods are available for collection on the agreed date for collection.

5. Title and risk

- 5.1. Any financial liability attached to the Goods shall not pass to the Company on completion of the collection.
- 5.2. Title of the Goods shall not pass to the Company until the earlier of:
 - (a) the Customer receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Customer has supplied to the Company 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; and
 - (b) the Company resells the Goods, in which case title to the Goods shall pass to the Company at the time specified in this clause.
- 5.3. The Company shall:
 - (a) store the Goods separately from all other goods held by the Company so that they remain readily identifiable as the Customers 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 from the date of collection;
 - (d) notify the Customer immediately if it becomes subject to any of the events listed in clause 5.3(b) to clause 5.3(d); and
 - (e) give the Customer such information as the Company may reasonably require from time to time relating to:
 - (i) the Goods; and

(ii) the ongoing financial position of the Customer.

- 5.4. Subject to clause 5.3, the Company may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Customer receives payment for the Goods. However, if the Company resells the Goods before that time:
- (a) it does so as principal and not as the Company's agent; and
 - (b) title to the Goods shall pass from the Customer to the Company immediately before the time at which resale by the Company occurs.
- 5.5. The Company are not liable for any losses suffered if the Customer sells a vehicle to that has an agreement with a third party. The liability of the agreement remains with the Customer and in no circumstances passes to the Company.
- 5.6. It is the Customers responsibility to advise any third party with a beneficial interest in the Goods of the sale of the Goods.

6. Price and payment

- 6.1. The price of the Goods shall be based on the information provided by the Customer to the Company. The quotation will be based on the description and photographic evidence of the Goods.
- 6.2. In the event that the description and photographs do not provide a true and accurate reflection of the Goods, the Company is at liberty to return the Goods and request a full refund of any fees that have been paid to the Customer.
- 6.3. Upon collection of the Goods, the Company endeavour to carry out a comprehensive mechanical check of the vehicle to ensure that the condition is of a satisfactory standard and in line with the valuation provided to the Customer. Upon successful inspection of the vehicle, the Company will pay to the Customer the agreed amount within 72 hours.
- Payment terms are to be agreed on an individual contractual basis, however, the Company shall endeavour to make payment to its Customers within 72 hours. Time for payment shall not be of the essence of the Contract.
- 6.5. In the event that the Company has to issue a refund, the refund shall be processed within 72 hours of the Customer providing their bank details.
- 6.6. For UK purchasing Customers, to whom the Supplier is selling Tractor units, rigid lorries, semi trailers and items of a similar nature within the United Kingdom, the payment terms should be up to 7 days from the date that the Supplier sends the Customer their invoice.

- 6.7. Customers who are purchasing vehicles which are to be exported out of the United Kingdom must ensure that payment of the full purchase price is made in full prior to the dispatch of the item from the Supplier. It is the Customers duty to ensure all fees such as shipping and export fees are made in full. Failure to do the same would cause a delay in the goods being dispatched.
- 6.8. The price of the Goods:
- (a) includes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.
 - (b) Is to be agreed at the time of the order but may be subject to changes.

7. Supply of Services

- 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 specified in any order proforma, 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 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.

8. Customer's Obligations

- 8.1. The Customer shall:
- (a) ensure that the terms of the Order and any information it provides in both the Service Specification and the Goods Specification are complete and accurate;
 - (b) co-operate with the Supplier in all matters relating to the Services;
 - (c) The customer shall be liable for all costs and the full issue of a refund in the event that the vehicle or semi-trailer is not as they have described to the Supplier. An alternative solution would be for the Customer to arrange an independent mechanic to issue a quotation for the repair works. The Customer is also under an obligation to ensure that all repair works have been carried out to a satisfactory standard and the vehicle is in the condition as described to the Supplier.

- (d) Vehicles with minimal fuel in them or not enough fuel to either get the vehicle started or to a petrol station will incur further breakdown or fuel charges if necessary. The Customer will be liable to settle the charges within 7 days of being notified of the additional charges. Any fuel purchased by the Supplier must be above the red reserve fuel as anything below would incur an additional fee which the Customer will also be liable for.
- (e) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;
- (f) 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;
- (g) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- (h) comply with all applicable laws, including health and safety laws;
- (i) 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
- (j) comply with any additional obligations as set out in the Service Specification or the Goods Specification or both;
- (k) upon receipt of payment from the Supplier, the customer is under an obligation to provide the Supplier with the following documentation via recorded delivery relating to the goods:
 - i. V5 Logbook in full for tractor units and rigid lorries
 - ii. VTG planting documents for semi-trailers
 - iii. Service history papers
 - iv. MOT certificates
 - v. Pressure test certificates for Tanker Trailers
- (l) if the Customer chooses to not send the documents via recorded delivery and the documents are lost in the transit, it is the Customers liability to apply for and produce to the Supplier replacement documents.
- (m) it is the Customers responsibility to ensure that the V5 Logbook is sent to the Supplier in full. It is also the Customers responsibility to ensure that they update the online platforms to advise that the vehicle has been sold to a motor trader.

- 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 8.2; 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;
 - (d) In the event that the vehicle breaks down or is unable to be collected due to an undisclosed defect, the Customer shall be liable for any breakdown, recovery or repair fees that may be incurred in the process of rectifying the cause of the breakdown or malfunction. The Supplier may deduct the costs for the rectification works, collection or breakdown charges from the quotation provided to the Customer.

9. Limitation of liability

- 9.1. The Company has obtained insurance cover in respect of certain aspect of its own legal liability for individual claims not exceeding £_____ per claim. The limits and exclusions in this clause reflect the insurance cover the Company has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any further claims prior to the collection of the Goods.
- 9.2. Once the Goods are collected successfully by the Company, they will be stored in a safe compound awaiting inspection. Once the inspection has been completed and the monies have been paid to the Customers, the Company will move the vehicles to appropriate locations as they deem fit.
- 9.3. References to liability in this clause 9 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

- 9.4. Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
 - (d) defective products under the Consumer Protection Act 1987.
- 9.5. Subject to clause 9.1, the Company's total liability to the Customer shall not exceed £_____.
- 9.6. The Company are not responsible for any loss or damage caused by them or any member of the Company that is not foreseeable. The Company are only responsible for loss or damage that the Customer may suffer that is a reasonably foreseeable result of the Company's failure to comply with the Contract or the Company's failure to exercise reasonable care and skill in the course of their work.
- 9.7. The Company are not liable to the Customer for any business losses. The Company's Truck, Tractor Unit or Semi-Trailer buying service is for private use by consumers only. If a Customer chooses to use Company's service (including the online valuation service) for any commercial or business purpose, The Company will have no liability to the Customer for loss of profit, loss of business, business interruption, loss of business opportunity or contracts, or loss of goodwill;
- 9.8. The Company's total liability to you under or in connection with the Contract (whether in contract, tort (including negligence), misrepresentation, for breach of any duty, or otherwise) is limited to an amount equal to the lower of:
- (i) the Online Valuation; or
 - (ii) (ii) the Final Valuation.
- 9.9. we are not liable to you for any loss of, or damage to, data; and
- 9.10. Subject to clause 9.3, the following types of loss are wholly excluded:
- (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of use or corruption of software, data or information;
 - (f) loss of or damage to goodwill; and

(g) indirect or consequential loss.

9.11. This clause 9 shall survive termination of the Contract.

10. Charges and payment

10.1. The price for Goods:

- (a) shall be the price set out in the Order.
- (b) shall be exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be invoiced to the Customer.

10.2. The charges for Services shall be calculated on a time and materials basis:

- (a) the charges shall be calculated in accordance with the order;
- (b) 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 including travelling expenses, hotel costs, subsistence and any associated expenses, 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.

10.3. The Supplier reserves the right to:

- (a) increase the charges for the Services on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Consumer Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be based on the latest available figure for the percentage increase in the Consumer Prices Index;
- (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 Goods 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.

- 10.4. In respect of Goods, the Supplier shall invoice the Customer on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice the Customer on completion of the Services.
- 10.5. The Customer shall pay each invoice submitted by the Supplier:
- (a) In accordance with the terms set out within the invoice 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.
- 10.6. 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 or Goods at the same time as payment is due for the supply of the Services or Goods.
- 10.7. 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 11, 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 10.7 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%.
- 10.8. 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).
- 10.9. For UK purchasing Customers, to whom the Supplier is selling Tractor units, rigid lorries, semi trailers and items of a similar nature within the United Kingdom, the payment terms should be up to 7 days from the date that the Supplier sends the Customer their invoice.
- 10.10. Customers who are purchasing vehicles which are to be exported out of the United Kingdom must ensure that payment of the full purchase price is made in full prior to the dispatch of the item from the Supplier. It is the Customers duty to ensure all fees such as shipping and export fees are made in full. Failure to do the same would cause a delay in the goods being dispatched.

11. Termination

- 11.1. Without limiting its other rights or remedies, the Company 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), obtaining a moratorium, 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;
 - (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 so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 11.2. Without limiting its other rights or remedies, the Company may suspend provision of the Goods under the Contract or any other contract between the Customer and the Company if the Customer becomes subject to any of the events listed in clause 8, or the Company 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.
- 11.3. Without limiting its other rights or remedies, the Company 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.
- 11.4. On termination of the Contract for any reason the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Customer immediately on receipt.
- 11.5. Termination of the Contract, however arising, 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 the Contract which existed at or before the date of termination.
- 11.6. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

12. Intellectual Property Rights

- 12.1. All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.

13. Data protection

- 13.1. The following definitions apply in this clause 13:

- (a) **Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures:** as defined in the Data Protection Legislation.
- (b) **Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*) [and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party].
- (c) **Domestic Law:** the law of the United Kingdom or a part of the United Kingdom.

- 13.2. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 13 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

- 13.3. The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor.

- 13.4. Without prejudice to the generality of clause 13, 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 and/or lawful collection of the Personal Data by the Supplier on behalf of the Customer for the duration and purposes of the Contract.

- 13.5. Without prejudice to the generality of clause 13, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Contract:

- (a) process that Personal Data only on the documented written instructions of the unless the Supplier is required by Domestic Law to otherwise process that Personal Data. Where the Supplier is relying on Domestic Law as the basis for processing Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits the Supplier from so notifying the Customer;

- (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (d) not transfer any Personal Data outside of the UK unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (e) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Customer without undue delay on becoming aware of a Personal Data Breach;
- (g) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Contract unless required by Domestic Law to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 10.

- 13.6. Either party may, at any time on not less than 30 days' notice, revise this clause 10 by replacing it with any applicable controller to processor standard clauses or similar terms adopted under the Data Protection Legislation or forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).

14. Force majeure

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 2 weeks, the party not affected may terminate the Contract by giving 5 days' written notice to the affected party.

15. General

15.1. Confidentiality.

- (a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party.
- (b) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 15.1; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

15.2. Entire agreement.

- (a) The Contract constitutes the entire agreement between the parties.
- (b) Each party acknowledges that in entering into the Contract it does not rely on 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 based on any statement in the Contract.

15.3. Variation. No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

15.4. Waiver.

- (a) Except as set out in clause 2.4, a waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- (b) A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

15.5. Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 15.5 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

15.6. Notices.

- (a) Any notice given to a party under or in connection with the Contract 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);
 - (ii) sent by email to the following addresses (or an address substituted in writing by the party to be served):
Company: Truck Trading Limited
Customer: _____
- (b) Any notice shall be deemed to have been received:
 - (i) if delivered by hand, at the time the notice is left at the proper address;
 - (ii) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

15.7. Third party 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) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

15.8. 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.

15.9. 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.

16. Complaints

If the Customer has any complaints about the Company, they can contact the Company as follows:

Truck Trading, 279 Didsbury Rd, Heaton Mersey, Stockport, SK4 3JH

0161 432 1477

sales@trucktrading.co.uk