

Online Sales: Terms and Conditions

Keltruck Limited, registered in England with company No: 02880543

1. Background and Interpretation

- 1.1 These terms & conditions (“**Terms**”) are supplemental to our Website Terms of Use which can be found here: www.keltruck.com/legal
- 1.2 Please read these Terms carefully before reserving or purchasing a Vehicle from us on the Site. These Terms may change from time to time, so please check the latest version each time You purchase, or reserve a Vehicle from us using the Site. We recommend that You keep a copy of these Terms for future reference. If You purchase a vehicle from us where the sale is not concluded through the Site our standard Terms of Sale for Goods and Services shall apply, which can be found here: www.keltruck.com/legal
- 1.3 By reserving or purchasing a Vehicle on the Site from us You confirm that You accept these Terms and that You agree to comply with them.
- 1.4 **If you choose to purchase a vehicle, product or service advertised for sale on the site by Scania (Great Britain) Limited or another Scania Dealer, the contract will be between you and Scania or the Scania Dealer and not with Keltruck.** In such circumstance, We accept no liability, nor assume any responsibility for any consequences, risks or outcomes associated with that purchase and shall have no liability to you for any losses, claim or liability that you may incur as a result of making such purchase. Before proceeding with any purchase using the Site you should read the seller’s terms and conditions carefully and, where appropriate, take independent advice.
- 1.5 In these Terms the following words have the following meanings:
 - “**Business Day**” means 9am to 5.30 pm on any day (not being a Saturday, Sunday, bank or public holiday in England);
 - “**Buy It Now Vehicle**” means: a Vehicle that is designated on the Site as a Buy It Now Vehicle;
 - “**Vehicle**” means any vehicles owned by us and advertised for sale on the Site, along with any optional extras, accessories or services selected by You to be purchased with such Vehicle;
 - “**Scania**” means **Scania (Great Britain) Limited**
 - “**Scania Dealer**” means a member of Scania’s UK authorised network of dealers;
 - “**Scania Go Vehicle**” means a Vehicle that is designated on the Site as a Scania Go Vehicle;
 - “**Site**” means the website www.scaniago.scania.co.uk;
 - “**We**” or “**Keltruck**” means **Keltruck Limited (company number 02880543)** and “**us**” and “**our**” shall be construed accordingly; We are registered in England and Wales and our registered office is at Kenrick Way, West Bromwich, B71 4JW; and
 - “**You**” means the person reserving a Vehicle or placing an order for the purchase of a Vehicle from us using the Site.

2. These Terms

- 2.1 These Terms set out the basis on which You may purchase or reserve a Vehicle that You have selected on the Site from us and where the transaction is concluded using the Site. No other terms are implied by trade, custom, practice or course of dealing.
- 2.2 If you wish to reserve or purchase a vehicle from Scania (Great Britain) or another Scania Dealer you will need to enter into a reservation or sales contract directly with that chosen Scania Dealer.
- 2.3 You must be resident in the United Kingdom to purchase a Vehicle from us through the Site. Delivery restrictions may apply, see **clause 9** below for further information.

- 2.4 The Site operates on a business to business basis only; You may not purchase a Vehicle from us if You are doing so as a consumer.

3. Reserving a Vehicle

- 3.1 You may reserve a Vehicle for up to 6 days by paying a non-refundable reservation fee ("**Reservation Fee**"). Reservation Fees may vary from time to time and the amount of the Reservation Fee for a particular Vehicle will be advertised on the Site. By reserving a Vehicle, you are committing to pay the Reservation Fee in full. The Reservation Fee must be paid in the name of the customer reserving the Vehicle.
- 3.2 It is not possible to reserve a Buy it Now Vehicle.
- 3.3 Following the payment of the Reservation Fee the reserved Vehicle will be reserved for 6 days ("**Reservation Period**"). During the Reservation Period You shall have the exclusive right to conclude the purchase of the reserved Vehicle. Reserving a Vehicle does not commit You to purchasing the reserved Vehicle.
- 3.4 If You wish to purchase Your reserved Vehicle during the Reservation Period You should contact our sales team to arrange payment and handover of the Vehicle.
- 3.5 If You have not purchased the reserved Vehicle prior to the end of the Reservation Period Keltruck is free to make the reserved Vehicle available for sale again and We may retain and forfeit the Reservation Fee paid.
- 3.6 The Reservation Fee is not a deposit and shall not constitute a contract for the sale or purchase of the reserved Vehicle. However, if You decide to purchase the reserved Vehicle from us within the Reservation Period the Reservation Fee paid will be deducted from the purchase price of that Vehicle. If you obtain the reserved Vehicle on finance Keltruck may retain the Reservation Fee and off set it against the price that the finance company pays to Keltruck for the purchase of the Vehicle. The payment of the Reservation Fee should also be reflected in the finance agreement entered into between You and the finance company.
- 3.7 If you don't purchase the reserved Vehicle, but purchase an alternative vehicle from us within 60 days of the expiry of the Reservation Period We may, at our discretion, retain the Reservation Fee paid by You as part payment towards the purchase price of that alternative vehicle.
- 3.8 You may cancel the reservation at any time on written notice to usedtrucks@keltruck.com following which We may retain and forfeit the Reservation Fee, unless We determine otherwise at our full discretion.

4. Ordering Your Buy It Now Vehicle Online

- 4.1 When You confirm that You wish to buy a Buy It Now Vehicle on the Site from us You confirm Your wish to purchase that Buy It Now Vehicle, subject to these Terms ("**Your Order**"). Your Order will confirm the Vehicle details, including the model, specification and price you are willing to pay. Your Order is an offer by You to buy the selected Buy It Now Vehicle, subject to these Terms.
- 4.2 If you wish to reserve or purchase a vehicle advertised on the Site from Scania or from another Scania Dealer you will need to enter into a sales contract directly with Scania or the chosen Scania Dealer. These Terms only apply between You and us in respect of Vehicles reserved or purchased from us and where the transaction is concluded using the Site.
- 4.3 You are solely responsible for determining the specification and model of any Buy It Now Vehicle purchased and its suitability for Your intended operation and/or use. You are also responsible for ensuring that You have appropriate licences in place for the intended operation

of Your Vehicle. Please contact us before placing an Order to ask any questions you have about the Vehicle You intend to purchase.

- 4.4 A contract is formed between You and us comprising Your Order and these Terms when You complete an order for a Buy It Now Vehicle on the Site, and We accept Your Order (the "**Contract**") (see **clause 4.5** below). If You wish to pay for a Buy It Now Vehicle using third-party finance You will need to enter into a third-party finance agreement with Your chosen finance provider and We will sell the Buy It Now Vehicle to that third-party finance provider. Such arrangements cannot be made using the Site.
- 4.5 After You place Your Order for a Buy It Now Vehicle, You will receive an email from us acknowledging that We have received Your Order, but please note that this does not mean that Your Order has been accepted. Our acceptance of Your Order will take place when We send an email to You accepting Your Order, at which point the Contract between You and us will be formed. Each Order accepted by us will constitute a separate contract for the sale of goods.
- 4.6 If We are unable to accept Your Order for any reason, We will inform You of this by email. Prior to receipt of our Order acceptance there is no binding contract between You and us for the sale of the relevant Vehicle and We accept no liability or assume any responsibility for any consequences, risks or outcomes associated with any Order that We do not accept. If We take payment in respect of an Order that We do not accept We shall provide you with a prompt full refund of monies paid.
- 4.7 The images of Vehicles on the Site are for illustrative purposes only. Whilst We make every effort to display Vehicles accurately, We do not guarantee that the images of any Vehicle on the Site exactly reflect the actual appearance of that Vehicle. We will endeavor to ensure that any photographs, descriptions, specifications and advertising provided in respect of a Vehicle on the Site are accurate and up to date, but in some circumstances this information may be provided to show an illustrative example of the model generally and may not represent the chosen Vehicle.
- 4.8 The mileage on a Vehicle may differ slightly to that stated on the Site as a result of, for example, transport to a Workshop to carry out pre delivery inspection works, refurbishments and/or delivery mileage.
- 4.9 If You wish to make a change to Your Order then please contact us and We will let You know if the change is possible. If We are able to accommodate the requested change We will let You know about any changes to the price, the timing of delivery or anything else that arises as a result of Your requested change and ask You to confirm whether You wish to go ahead with the change.
- 4.10 If You would prefer not to use the online process but would still like to purchase one of the Vehicles shown on the Site, please contact us for further assistance, using the contact details provided on the Site. All purchases concluded off the Site are subject to our standard Terms of Sale for Goods and Services which can be found here: www.keltruck.com/legal
- 4.11 No dimensions, weights, details, statements or other information as to capacity, output or power specified on the Site shall be treated as binding upon us unless otherwise agreed in writing.

5. Part Exchange

- 5.1 We currently are not accepting part-exchange vehicles for purchases made using the Site. Although You are able to use the Site to receive an indicative valuation of any Scania vehicle You wish to sell.
- 5.2 Alternatively if You have a Scania vehicle that You wish to sell You can obtain an indicative valuation from us by completing the valuation request form which can be found here: <https://scaniago.co.uk/SellYourScania>;

- 5.3 All valuations provided by us and any subsequent purchase of a vehicle from You will be subject to our Vehicle Purchase Terms & Conditions which can be found here: www.keltruck.com/legal

6. Payment & Promotions

- 6.1 The prices displayed on the Site are exclusive of VAT, unless otherwise stated. Subject to **clause 6.2** the price payable by You will be the amount specified in our Order confirmation.
- 6.2 It is possible that, despite our best efforts, some of the Vehicles advertised may be incorrectly priced. We will normally check prices before accepting Your Order but if We accept and process Your Order where a pricing error is obvious and unmistakable and could reasonably have been recognised by You as a mispricing, We may cancel Your Order, refund You any sums You have paid and require You to make the Vehicle available for collection.
- 6.3 Payment of a Buy It Now Vehicle can be made using the Site by following the payment instructions. Payments are processed securely by our third party payment processor in accordance with its standard practice.
- 6.4 You can only pay using those credit or debit cards or other payment methods listed on the Site on the date on which Your Order is placed. Payment methods may be added or removed from time to time. By entering Your debit or credit card or other payment information, You warrant that You have appropriate authority to use the payment details which You enter and agree to use of that information by our third party payment processor for the purpose of paying the amount due and processing Your payment.
- 6.5 Our payment processor is responsible for the security and processing of all payment transactions. We do not store or have access to Your payment card details or personal financial information. You acknowledge that our payment processor's security measures and protocols are subject to change and improvement, and We cannot be held liable for any breaches or unauthorized access to Your payment information through their systems.
- 6.6 Upon initiating a payment transaction, You authorise our payment processor to process the transaction on our behalf. They may perform necessary checks and verifications to mitigate fraud and ensure compliance with applicable laws and regulations. We shall not be liable for any delays, errors, or issues arising from their processing of the payment transaction.
- 6.7 Any refund requests or disputes related to payments made through our payment processor shall be governed by our refund policy and our payment processor's dispute resolution process, as applicable. We reserve the right to initiate refunds or process disputes in accordance with the guidelines provided by our payment processor.
- 6.8 Our payment processor may charge transaction fees for processing payments. Any applicable fees will be clearly communicated to you during the checkout process. We are not responsible for any additional fees or charges imposed by our payment processor or your payment card issuer.
- 6.9 Promotions may be offered on selected Vehicles at our discretion. We reserve the right to cancel, amend, withdraw, terminate or suspend a promotional offer at any time. Offers cannot be used in conjunction with any other offers unless otherwise stated and are not transferable. No cash alternative is available. Certain promotions may have additional terms and conditions which will also apply and these will be specified on the Site where applicable.

7. Buying with Finance

- 7.1 We are not authorised to provide finance or act as a lender.

- 7.2 Keltruck Limited is authorised and regulated by the Financial Conduct Authority (registration number is 722716). Permitted activities include acting as a credit broker and not a lender or a lessor.
- 7.3 We may receive a payment or other benefit from Scania Finance Great Britain Limited if you decide to enter into an agreement with them. This is typically a fixed fee payment based on the number of vehicles sold by us and which are financed by Scania Finance Great Britain Limited. The payment received does not impact the finance rate offered. Please contact us if you would like more information about the amount of the commission received.
- 7.4 We can introduce you to Scania Finance Great Britain Limited trading as Scania Financial Services Registered in England No. 02173954. Registered Office: 55 Baker Street, London, W1U 7EU.

8. Scania Go Vehicles

- 8.1 If You purchase a Scania Go Vehicle You will benefit from a range of Scania Go benefits. The Scania Go benefits applicable to any Vehicle will depend on the grading of the Vehicle within the Scania Go levels. More detail of the various benefits can be found on the Site.
- 8.2 Additional terms and conditions apply to Scania Go Vehicles which can be found here: www.keltruck.com/legal

9. Collection and Delivery

- 9.1 During the online order process, You will be asked to choose how You would like to receive Your Buy It Now Vehicle. You will be given the following options:
- (a) collection from the Keltruck address where the Vehicle is currently located;
 - (b) collection from another Keltruck site; and
 - (c) delivery to customer's business address or nominated third party supplier in mainland UK*.
- Costs and lead-in times will be displayed for each option, dependent on delivery milage.
- * delivery exceptions apply, which are subject to change from time to time. We will notify you during the checkout process if we do not deliver to your preferred delivery destination. Alternatively you can contact us to confirm the current list of UK excluded delivery locations.
- 9.2 We may require identity and other compliance checks to be completed prior to handover of the Vehicle, in line with our internal policies, which may change over time. Please ensure that You bring the correct identification documents to Your collection appointment as We will not be able to hand the Vehicle over to You without these. Payment of the Vehicle purchase price (and all other amounts due in respect of the Vehicle) must have been received by us in full, and in cleared funds, prior to handover of the Vehicle to You.
- 9.3 If We have not received payment of the Vehicle purchase price (and all other amounts due in respect of the Vehicle) within 2 Business Days of You placing the order (due to banking or payment processing error or otherwise) we may terminate the Contract with immediate effect.
- 9.4 Delivery of a Vehicle will be deemed to occur when the Vehicle's handover documentation is signed by You, or in the absence of handover documentation when (i) the Vehicle leaves our premises where the Vehicle has been collected by You or on Your behalf or (ii) the Vehicle is

unloaded where the Vehicle has been delivered to You or Your nominated third party. We may agree to deliver to You, or a third party nominated by You (including a bodybuilder or specialist supplier).

- 9.5 Any lead times or delivery dates are approximate only and whilst We will do our best to have the Vehicle ready on time, We cannot promise to have the Vehicle ready within those timeframes. We shall not be liable for any delay in delivery of a Vehicle or failure to make it ready for collection on time, howsoever caused. We will endeavour to keep You informed of any anticipated material delays in delivery. Time of delivery shall not be of the essence.
- 9.6 The actual collection or delivery date will be confirmed by email or telephone and may be subject to change. We may make delivery in advance of the quoted delivery date upon giving reasonable notice.
- 9.7 If You fail to take delivery of the Vehicle We may store the Vehicle at Your risk until actual delivery and charge You for the reasonable costs incurred whilst awaiting delivery (including storage, stocking charges and insurance). In addition if the delay in taking delivery of a Vehicle extends for 10 Business Days or more beyond the schedule delivery date, we may:
- (a) retain or resell the Vehicle, as We see fit; and
 - (b) terminate the Contract with immediate effect.
- 9.8 You should inspect the Vehicle on delivery and You must sign our receipt to confirm that You have received the Vehicle and that it meets the specification in Your Order. Any defects or damage should be noted on the handover documentation. We shall have no liability for any defect in the Vehicle present at the time of delivery that would be apparent on careful inspection (whether or not such inspection has been carried out) unless notified to us on handover or within 2 Business Days of delivery.
- 9.9 You will be required to register and pay for vehicle tax at the point that You accept delivery of Your Vehicle.

10. Our right to end the Contract

- 10.1 In addition to the specific situations identified in these Terms, We may end the Contract at any time by writing to You if:
- (a) You do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Vehicle;
 - (b) the Vehicle is unavailable or becomes unavailable for purchase at any time prior to delivery; or
 - (c) You are in material breach of any provision of these Terms and (if such breach is remedial) fail to remedy such breach within 14 days of notice of such breach.
- 10.2 We shall be entitled to immediately suspend our performance of the Contract upon any breach of the Contract by You until such breach is remedied to our satisfaction.

11. Completion Of Sale

- 11.1 Ownership of the Vehicle will pass to You once We have received full payment of the Vehicle purchase price (and any other amounts due in respect of the Vehicle) in cleared funds.
- 11.2 Risk of damage to, or loss of, the Vehicle shall pass to You when:
- (a) We notify You that the Vehicle is available for collection in the case of Vehicles which are to be delivered at our premises; or
 - (b) in the case of a Vehicle We have agreed to deliver otherwise than at our premises, at the time of delivery to You (or any third party on Your behalf), or

if You fail to take delivery of the Vehicle, the time when We tender delivery of the Vehicle.

12. Warranties and Liabilities

- 12.1 Nothing in these Terms shall limit or exclude our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation or any matter in respect of which it would be unlawful for us to exclude or restrict liability.
- 12.2 Except as provided in **clauses 12.1** We shall not be liable for:
- (a) any indirect, special or consequential loss or damage;
 - (b) any loss of profit, revenue or opportunity (whether considered to be a direct loss or otherwise);
 - (c) any loss of anticipated saving, bargain or loss or margin (whether considered to be a direct loss or otherwise); and
 - (d) Your liability to any third party arising out of or in connection with Your use of the Site or reservation or purchase of a Vehicle from the Site.
- 12.3 Subject to **clauses 12.1** and **12.2** our aggregate liability to You in connection with any Order shall be limited to the purchase price paid for the Vehicle and any additional products or services purchased as part of Your Order.
- 12.4 Subject to **clause 12.1**, all conditions, warranties and stipulations implied by statute, custom or otherwise are hereby expressly excluded to the fullest extent permitted by law. Any defect in a Vehicle sold by us on the Site shall be subject to the standard terms of our warranty, if applicable.
- 12.5 Where You require vehicle modifications or conversion and You provide the specification or nominate the supplier of bodywork, equipment or other adaptations to a Vehicle then we shall not be liable for any issues arising from this, including Type Approval requirements, performance, delays or otherwise. We shall remain responsible for the aspects of Your Order unaffected by such specification, modification or conversions in accordance with these Terms. For product performance or other issues arising from Your specification, modification or conversions We shall provide all reasonable assistance in pursuing warranties from suppliers, but this shall be the extent of our liability to You in respect of the same.
- 12.6 You will reimburse us for all costs, expenses, liabilities and losses that We incur as a result of Your use of the Site for any fraudulent or unlawful purposes.

13. Personal Data

- 13.1 We may collect data in connection with the reservation and sale of Vehicles, such data will be collected and processed in a lawful manner. We shall process such data in accordance with our privacy policy, the current version of which can be found at: www.keltruck.com/legal
- 13.2. If You have access to or provide any data referred to in **clause 13.1** which may be personal data (as defined by GDPR) You warrant that You will comply with all laws, regulations or other legal requirements relevant to such personal data. You will ensure that You have obtained all requisite consents to the processing of such personal data and will indemnify us in full for all losses and costs arising from any breach of this clause and for any other unlawful transmission of data.

14. General Terms

- 14.1 We shall not be liable to You or be in breach (including in relation to any KPI, service credit requirement or similar) where We are prevented, hindered or delayed from performing any of our obligations under the Contract due to any cause beyond our reasonable control, including acts of God, labour disputes and labour shortages, blockade, war, riot, acts of terrorism, political disturbances, accidents, fire, natural causes and disasters, pandemics, lack of materials, components, or power, lack of, or disruption in or shortage of transport, machine or other breakdown in manufacture, and failure of manufacturer's suppliers to supply ("**Force Majeure Event**"). No payment of any amount payable to us shall be in any way excused or delayed due to the occurrence of a Force Majeure Event.
- 14.2 We shall use our reasonable endeavours to mitigate the effects of any Force Majeure Event and if our inability to perform our obligations under the Contract due to a Force Majeure Event continues for six months or more beyond the scheduled delivery date either party may give written notice without liability to terminate the affected Contract.
- 14.3 No person (other than You or us) has any right to enforce any of these Terms by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 14.4 In the event of any conflict or inconsistency between these Terms and Your Order, these Terms shall take precedence over Your Order and the Website Terms & Conditions or Privacy Policy and Your Order shall take precedence over the Website Terms & Conditions or Privacy Policy.
- 14.5 Any provision of the Contract which is held by any competent authority to be invalid or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions.
- 14.6 Failure or delay by either party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of other rights under the Contract.
- 14.7 Any waiver of any provision of the Terms will be effective only if in writing and signed by the relevant party. Any waiver of any breach of contract shall not be construed as a waiver of any subsequent breach of the same or of any other provision.
- 14.8 You may not assign, subcontract, delegate or sub-licence the Contract or any of Your rights or obligations under it without our prior written consent. We may assign, transfer, novate, subcontract, delegate or sub-licence part or whole of a Contract (including all rights and obligations) to any of our group companies, Scania (Great Britain) or one of its group companies or a Scania Dealer.
- 14.9 We value and protect our brand, image and intellectual property. Nothing in these Terms or any supply to you grants any ownership or rights over such assets beyond any legal minimum rights essential to the enjoyment of the Contract.
- 14.10 We may at any time set off any liability of You to us against any liability of us to You, whether such liability is present or future, liquidated or unliquidated, and whether or not such liability arises under the Contract.
- 14.11 We may use Scania (Great Britain) or any Scania Dealer to perform any of our obligations under the Contract as We deem fit.
- 14.12 Your Order, these Terms and the Contract constitute the entire agreement and understanding between You and us relating to the reservation or purchase of a Vehicle on the Site.
- 14.13 The validity, construction and performance of the Contract and these Terms shall be governed by English Law. You agree to submit to the exclusive jurisdiction of the English Courts.

15 No-Russia Clauses

- 15.1 **Keltruck and Scania strictly prohibits the re-export of any Vehicles purchased on the Site to Russia.** The restriction on the re-export to Russia is due to EU sanction regulations applying to Scania CV AB, a company incorporated in Sweden, and from whom the Vehicles originate, and the UK's own sanctions and export controls both generally and targeted at Russia. In light of the foregoing the Customer undertakes to comply with Keltruck and Scania's No-Russia Clauses, which can be found here: www.keltruck.com/legal

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