

# TERMS AND CONDITIONS FOR SCANIA GO VEHICLES

**KELTRUCK**

# KELTRUCK LIMITED

TERMS OF SALE FOR  
GOODS AND SERVICES

**KELTRUCK**

# Keltruck Limited

## Terms of Sale for and Services

### 1. DEFINITIONS AND INTERPRETATION

1.1. The following definitions and rules of interpretation apply in these Terms of Sale:

**“Amending Regulation”** means sanctions regulations issued by the EU targeting Russia and Belarus, such as Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia’s actions destabilising the situation in Ukraine, as amended inter alia through Council Regulation (EU) 2023/2878 of 18 December 2023;

**“Authorised Dealer(s)”** means member(s) of our authorised dealer and/or repairer network from time to time;

**“Authorised Signatory”** means a person authorised by us to sign on our behalf;

**“Contract”** means a contract for the supply of Goods incorporating these Terms of Sale and any supplementary terms agreed by an Authorised Signatory;

**“EU”** means the European Union;

**“Goods”** means the goods of any description to be supplied by us and/or where the context permits, the services to be performed by us;

**“Insolvency Event”** means if you cease, or threaten to cease, to carry on business or fail to make payments as they fall due or you have a petition presented for your winding up or a resolution is passed for voluntary winding-up (otherwise than for the purposes of a bona fide amalgamation or reconstruction) or have a receiver, manager, administrator or administrative receiver appointed over all or any part of your assets or become bankrupt or enter into any arrangement with your creditors or take or suffer any similar action in consequence of debts or carry out or undergo any analogous act or proceedings under foreign law;

**“No-Russia Clauses”** means the provisions set out in **Clause 17** having regard to re-exportation safeguards and restrictions, rights of enquiry and audit, remedies and sanctions, and related matters around all and any Goods in light of the Amending Regulation;

**“Order”** means your order for Goods, as set out in your purchase order, your written acceptance of our quotation, job card or in any other format accepted by us;

**“Terms of Sale”** means the terms and conditions set out in this document together with any additional terms agreed in writing and signed by an Authorised Signatory.

1.2. Any reference to **“we”**, **“us”** and/or **“our”** means Keltruck Limited, Registered in England No. 02880543.

1.3. Any reference to **“you”**, **“your”** means the customer purchasing the Goods.

1.4. A reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation.

1.5. Unless a right or remedy is expressed to be an exclusive right or remedy, the exercise of it by a party is without prejudice to that party's other rights and remedies, whether statutory or otherwise.

1.6. Any phrase introduced by the words **“including”** or **“includes”** or similar shall be construed as illustrative and are deemed to have the words **“without limitation”** following them.

1.7. Any notice given under **Clauses 7.5, 12.2, 16 or 17** shall not be sent by email.

### 2. YOUR CONTRACT WITH US

2.1. These Terms of Sale apply to the Contract to the exclusion of any other terms or conditions that you seek to impose or incorporate, including any term endorsed upon, delivered with or contained in any customer documents (save to the extent agreed otherwise in writing by an Authorised Signatory) and to the exclusion of any terms which are implied by trade, custom, practice or through the course of dealing.

2.2. The Order constitutes an offer by you to purchase the Goods in accordance with these Terms of Sale. Each Order accepted by us will constitute a separate contract for the sale of Goods.

2.3. Any Order for vehicle(s) or power solution(s) shall only be deemed to be accepted when we issue a written acceptance of the Order, signed by an Authorised Signatory, at which point the

Contract shall come into existence. Acceptance of an Order is subject to our discretion and we are not obliged to accept any Order.

2.4. Any response to a tender or quotation for Goods given by us shall not constitute an offer. A quotation shall only be valid for a period of 21 days from its date of issue, unless otherwise stated in writing. We may withdraw any quotation or tender response at any time before it is incorporated into a Contract.

2.5. Orders for new vehicles are only binding on us for sales to bona fide end users for their own use in the normal course of their business (who may act through legitimate pre-authorised intermediaries) who shall supply such undertakings as we reasonably require to verify this status. Any Order for a new vehicle placed by an unauthorised reseller shall be void and unenforceable, and if you demonstrate an intention of acting as such we may, at any stage prior to delivery, immediately cancel any such Order and recover all administrative and other losses incurred.

2.6. You shall not act as a reseller and shall retain legal title in any new vehicle purchased from us for a minimum of three months unless we consent to such resale. Any breach of **this Clause** shall be a material breach, incapable of remedy and we shall be entitled to recover as a debt, immediately due and payable, any discount applied or financial support paid in respect of such vehicle, notwithstanding that such financial support was paid to us as an Authorised Dealer.

2.7. You are solely responsible for determining the specification and model of any Goods purchased and its suitability for your intended operation and/or use.

2.8. If the Contract provides that a sale is to be made on any trade term defined in any edition of Incoterms, the use of the same shall import the obligations therein provided upon us and you respectively as seller and buyer, and in the case of any conflict or inconsistency with any term or provision of these Terms of Sale, the terms of the relevant Incoterms shall prevail to the extent of such inconsistency or conflict.

### 3. CANCELLATION

3.1. Any Order which has been accepted by us may not be cancelled or amended by you except where agreed by an Authorised Signatory in writing at our absolute discretion, provided that you indemnify us in full against: all losses (including loss of profit), costs, damages, charges and expenses incurred by us as a result of such cancellation or amendment, including any re-marketing costs. We may retain any deposit paid in relation to a cancelled Order.

### 4. PRICE

4.1. The price of the Goods shall be our quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price prevailing at the date of delivery of the Goods.

4.2. Unless delivery charges are quoted separately, prices quoted are as delivered to the agreed delivery location, exclusive of VAT. For vehicles and power solution, and unless stated otherwise, all costs or charges in relation to packaging, loading, import duties or tariffs, unloading, carriage and insurance, shall be paid by you in addition to the price of the Goods at the time when payment is due for the Goods.

4.3. We reserve the right, prior to delivery of the Goods (or any instalment), to increase the price to take into account any:

(a) increases in our supplier's prices;

(b) change in delivery dates, quantities or specification requested by you;

(c) delay caused by your failure to provide adequate or accurate information or instructions; and

(d) increase in cost to us due to any reason beyond our control.

4.4. We may require a deposit from you of a proportion of the price for the Goods. Deposits are non-refundable unless otherwise agreed in writing.

### 5. TERMS OF PAYMENT

5.1. Save for trading accounts (**Clause 5.2**), the price of all Goods shall be due and payable by you in cleared funds no later than the day of delivery (prior to release of Goods) unless otherwise

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agreed in writing by an Authorised Signatory. Where payments by credit card or otherwise incur a handling or other charge we may recover this sum from you.

5.2. Whilst you have a valid trading account with us the price of all Goods purchased under that trading account, which excludes vehicles, shall be due and payable by you no later than the end of the month following the month of delivery unless otherwise agreed in writing by an Authorised Signatory.

5.3. You shall notify us in writing within 7 days of receipt of an invoice if you believe that it includes a sum which is not valid and properly due (otherwise such invoice will automatically be considered to be valid). Such notice shall clearly identify any item which is considered to be incorrect, and you shall pay the balance of the invoice which is not in dispute by the due date for payment of such invoice. Once the dispute has been resolved, the balancing payment, if any, shall be made by the due date for payment of such invoice or within 14 days of resolution of the dispute, whichever is the latter.

5.4. If you fail to make any payment on the due date we shall be entitled to:

(a) store the Goods at our premises or transport them elsewhere and store them at your risk until payment is made and charge you for the reasonable costs incurred (including storage, stocking charges and insurance);

(b) cancel the Contract or suspend any further deliveries of Goods;

(c) appropriate any payment made by you to such of the Goods (or the goods or services supplied under any other contract between you and us) as we may think fit;

(d) demand security for payment before continuing with the Contract or delivering any Goods;

(e) repossess the Goods in accordance with **Clause 7.6**; and/or

(f) suspend our performance of all or any of our contractual obligations under or in connection with any other contract with you.

5.5. If payment in full and in cleared funds for any Goods repossessed in accordance with **Clause 5.4** is not made within 3 business days of such repossession we shall be entitled to retain or resell any such Goods, as we see fit.

5.6. You shall pay all amounts due in full, without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law).

5.7. We shall be entitled to retain possession of any of your goods or possessions (including vehicles) against payment of any sums due to us on any of your accounts and whether relating to sales of any Goods.

### 6. DELIVERY OF THE GOODS AND BUYER'S TRANSPORT COSTS

6.1. Unless otherwise confirmed by an Authorised Signatory in writing delivery of the Goods will be deemed to occur when the Goods' handover documentation is signed by you, or in the absence of handover documentation when (i) the Goods leave our or an Authorised Dealer's premises where the Goods have been collected by you or on your behalf or (ii) the Goods are unloaded where the Goods have been delivered to you by us or on our behalf. We may agree to deliver to you, or a third party nominated by you (including a bodybuilder or specialist supplier).

6.2. Any date or dates quoted for delivery of the Goods are approximate only and not of any contractual effect. We shall not be liable for any delay in delivery of the Goods or failure to make them ready for collection on such dates howsoever caused. We will endeavour to keep you informed of any anticipated material delays in delivery. We reserve the right to change any delivery and supply schedule by written notice.

6.3. The Goods may be delivered by us in advance of the quoted delivery date upon giving reasonable notice.

6.4. Unless otherwise expressly agreed in writing we may effect delivery of any Order in one or more instalments, and each such instalment shall be treated as a separate contract.

6.5 If you fail to take delivery of the Goods we may:

(a) store the Goods at your risk until actual delivery and charge you for the reasonable costs incurred awaiting delivery (including storage, stocking charges and insurance);

(b) if you do not take delivery within 10 business days of the agreed delivery date, retain or resell any such Goods, as we see fit; and/or

(c) terminate the Order with immediate effect.

### 7. RISK AND TITLE

7.1. Risk of damage to or loss of the Goods shall pass to you when:

(a) we notify you that the Goods are available for collection in the case of Goods which are to be delivered at our or an Authorised Dealer's premises; or

(b) in the case of Goods we have agreed to deliver otherwise than at our or an Authorised Dealer's premises, at the time of delivery or, if you wrongfully fail to take delivery of the Goods, the time when we tender delivery of the Goods.

7.2. Notwithstanding delivery of the Goods and passing of risk in the Goods in accordance with **Clause 7.1**, legal and, subject to **Clause 7.3**, equitable title, in each instalment of Goods supplied shall not pass to you until payment in full and in cleared funds is received by us:

(a) for such Goods; and

(b) for any and all other Goods supplied under the Contract, in respect of which payment has become due and payable.

**7.3. In the case of vehicles (including chassis), you may not, under any circumstances, sell or otherwise dispose of or encumber the vehicle prior to payment in accordance with Clause 5, unless prior written agreement of an Authorised Signatory is obtained.** You are authorised by us to use the Goods in the ordinary course of your business or to sell the Goods (excluding vehicles in respect of which consent has not been given) to a bona fide arm's length third party provided that the entire proceeds of any sale or otherwise are held by you in a fiduciary capacity for us and are kept separate from and not mixed with any other money or property.

7.4. Until title to the Goods passes you shall:

(a) hold the Goods safe and damage free in a fiduciary capacity and as our bailee;

(b) provide us with access to the Goods and to such information relating to the Goods as we may require from time to time; and

(c) keep the Goods properly stored and protected, separate and distinct from all other property (identifiable as our property) and insured with a reputable insurance company against all risks for their full replacement value.

7.5. We may suspend or revoke your power of sale under **Clause 7.3** at any time by written notice and such power of sale shall automatically cease on the occurrence of an Insolvency Event.

7.6. Until title to the Goods passes to you, we (including our representatives, agents and employees) are irrevocably authorised by you, at any time, to enter upon any of your premises (and you shall procure that we have the same right in relation to any third party premises) where the Goods are stored without notice or other formality and using reasonable force in the case of urgency for the purpose of repossessing, removing and if necessary dismantling such Goods for the purposes of removal. You shall reimburse us for all costs and expenses incurred directly or indirectly with such repossession, removal or dismantlement. For the purpose of **this Clause**, the expression "**Goods**" shall include any and all parts, accessories and additions, which may be fitted, as well as any modifications that have been made to the Goods after delivery.

7.7. On termination of the Contract, howsoever caused, our rights contained in this **Clause 7** shall remain in full effect.

7.8. Any goods belonging to you, including vehicles left with us, remain at your risk apart from damage or loss arising from our wilful default or neglect.

### 8. INSPECTION AND SHORTAGES

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8.1. You are under a duty to inspect the Goods on delivery in accordance with **Clause 6.1**.

8.2. We shall be under no liability for any shortages or defect in the Goods at the time of delivery that would be apparent on careful inspection (whether or not such inspection has been carried out) and in any event will be under no liability if written notice is not received by us, within 2 business days of delivery, detailing the alleged shortage or defect.

### 9. PART EXCHANGE

9.1. Where we agree to allow part of the purchase price of Goods to be paid by the transfer of legal title in a used vehicle to us, the following further conditions apply:

(a) the used vehicle shall be delivered to us within 3 months of our agreement of the part exchange (or such other time period as is agreed in writing);

(b) such used vehicle is to be delivered to us on or prior to delivery of the new vehicle to you in the same condition as it was examined by us, subject to normal wear and tear between examination and delivery. If it is not, we may at our discretion withdraw the part exchange or make a reasonable deduction from the part exchange allowance;

(c) if such used vehicle is subject to any hire purchase agreement or other charge or encumbrance whatsoever, without prejudice to your warranty of good title, you shall give us full particulars thereof and any allowance shall be reduced by the amount payable in settlement of such agreement, charge or encumbrance by us;

(d) you warrant that the particulars of the used vehicle are true and accurate, and that the vehicle has not been involved in any serious or major accident and is of satisfactory quality; and

(e) you are responsible for the removal of your personal belongings and the deletion of any personal data from the used vehicle and any onboard device. You must provide, at the date the used vehicle is delivered to us, the used vehicle's up to date V5 log book and all documentation and loose items and accessories (including all vehicle keys, charging equipment and charging cables (plug-in vehicles), vehicle service history (if any), vehicle MOT certificate (if any) and vehicle user manuals).

9.2. Service exchange parts shall be subject to a surcharge if they do not meet the applicable return conditions.

### 10. WARRANTY AND LIABILITY

10.1. Where the Goods are sold under a consumer transaction (as defined by the Consumer Rights Act 2015) your statutory rights are not affected by these Terms of Sale.

10.2. Nothing in these Terms of Sale 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.

10.3. Goods are sold with the benefit of our standard warranty terms applicable at the date of delivery (**Clause 6.1**), under which we shall repair or replace any defective Goods. The warranty terms for new vehicles and power solutions, will be supplied at the time of delivery. Warranty terms and conditions are subject to change from time to time, the current version is available at: <https://www.scania.com/uk/en/home/admin/misc/legal/business-with-scania.html>.

**10.4. Except as provided in Clauses 10.1 and 10.2 our obligations referred to in Clause 10.3 are the full extent of our contractual and tortious liability arising from any defects in Goods.**

**10.5. Except as provided in Clauses 10.1, 10.2, and 10.3 we shall not be liable for:**

- (a) any indirect, special or consequential loss or damage;
- (b) any loss of profit 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.

**10.6. Subject to Clauses 10.1 to 10.5 our liability shall in any event be limited to the transaction value of the Goods relevant to such liability.**

**10.7. Subject to Clause 10.1, all conditions, warranties and stipulations implied by statute, custom or otherwise are hereby expressly excluded to the fullest extent permitted by law.**

10.8. Where you require product modifications or conversion and you provide the specification or nominate the supplier of such works we shall not be liable for any issues arising from the same, including: type approval requirements; performance; delays or otherwise. We shall remain responsible for the aspects of the Order, other than your specification or nomination, in accordance with these Terms of Sale. For product performance, or other issues arising from your specification or nomination, we shall provide all reasonable assistance in pursuing warranties or remedies from the relevant suppliers. This is the extent of our liability to you in respect of such modification or conversion.

### 11. SERVICE AND REPAIR

11.1. You should remove all personal items from any vehicle brought in for service, inspection or repairs and we shall have no responsibility for loss of or damage to such items, except in consumer transactions and then only when this is caused by lack of reasonable care on our part. Where a vehicle is being repaired following recovery it is your responsibility to remove, or otherwise secure, the vehicle's load including trailers and equipment and we shall have no liability for any loss or damage to such items whilst the vehicle is under our control.

11.2. You will pay for any works or Goods supplied by us and ordered by any person whom we reasonably believe has your authority to place such an order.

11.3. We shall be entitled to allow the vehicle to be collected on your behalf by any person whom we reasonably believe has your authority to do so and we shall not be liable for any loss of or damage to the vehicle in such circumstances.

11.4. You authorise us to drive the vehicle in connection with any testing or taking the vehicle to coach/body builders or specialists or otherwise in connection with the carrying out of servicing, repair and testing.

11.5. If following completion of any work to, or inspection of, a vehicle we advise you, your employees or agents that we consider the vehicle not to be in a safe condition to be used on the road, removal of such vehicle from our premises by you or on your behalf is entirely at your risk. You agree to fully indemnify us, our staff and Authorised Dealers from all costs, claims and liabilities arising from the removal and subsequent use of such vehicle, including any use on the road. This extends to all civil and criminal liabilities arising under common law or statute, including the Road Traffic Acts.

11.6. If you are provided with a courtesy vehicle whilst your vehicle is in for inspection, service and/or repair ("**Courtesy Vehicle**") you accept liability for all loss, damage or theft arising from the loan of the Courtesy Vehicle to you, however caused and you agree to reimburse us immediately on demand for all and any losses, damages, costs, expenses, charges or liabilities incurred by us and arising from the loan of the Courtesy Vehicle to you, including any claims made against us.

11.7. The Courtesy Vehicle shall only be used for the purposes of collection and delivery of your vehicle to or from our Authorised Dealer, and no other use is permitted.

11.8. You shall, and shall procure, that any person collecting such Courtesy Vehicle on your behalf complies with the terms and conditions relating to the use of such Courtesy Vehicle as notified to the driver and you shall indemnify us from all costs, claims and other expenses of any nature arising from a failure to do so.

11.9 Where any work or services are performed by us at your premises (or a third party nominated by you, such as your customer) you shall ensure the provision of safe working conditions for all personnel carrying out such work and services

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and the early notification of any health and safety hazards or issues affecting the premises where such works are carried out.

11.10. We may provide centralised calling for customer breakdowns and include a process for customers to use their home dealer account to guarantee payments to repairing dealers. You remain solely responsible for any contract entered into with the repairing dealer and any issues arising shall be dealt with exclusively between you and the repairing dealer on their standard terms or as otherwise agreed between you. We shall give reasonable assistance in seeking a resolution of any disputes.

### 12. FORCE MAJEURE

12.1. 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, whether in respect of Goods delivered or otherwise, shall be in any way excused or delayed due to the occurrence of a Force Majeure Event.

12.2. 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 or delivery window either party may give written notice without liability to terminate the affected instalment of Goods.

### 13. SALES PROMOTION DOCUMENTS AND SPECIFICATIONS

13.1. Whilst we try to take every precaution in the preparation of our catalogues, technical circulars, price lists, illustrations, drawings and other literature such documents are for general guidance only and the particulars contained therein shall not constitute representations by us nor shall we be bound by them.

13.2. No dimensions, weights, details, statements or other information as to capacity, output or power specified or contained in any drawings, catalogues, technical circulars, shipping specifications, photographs or other documents or illustrations shall be treated as binding upon us unless otherwise agreed in writing by an Authorised Signatory.

13.3. We reserve the right to make such changes in the specification of the Goods and/or the design of or material used in the Goods as may be required to conform with any applicable safety or other statutory requirements or which in our opinion will be an improvement to the Goods, or which do not materially affect their quality or performance, or which are otherwise required due to any cause beyond our reasonable control.

### 14. CONFIDENTIALITY

14.1. **This Clause** is in addition to (and does not relieve, remove or replace) a party's obligations or rights under applicable law.

14.2. 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 **Clauses 14.3 and 14.4**.

14.3. 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 14**; and

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

14.4. Keltruck may disclose confidential data to any legal entity within the Keltruck group and any Scania Authorised Dealer.

### 15. DATA

15.1. We may collect data in connection with the provision of the Goods, 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](http://www.keltruck.com/legal)

15.2. If you have access to or provide any data referred to in **Clause 15.1** 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.

### 16. TERMINATION AND SUSPENSION OF THE CONTRACT

16.1. We shall be entitled by notice in writing to you to treat the Contract as repudiated or to terminate the Contract if you commit a material breach of any term of the Contract and (if such breach is remedial) fail to remedy such breach within 14 days of notice of such breach.

16.2. Without prejudice to **Clause 16.1 and 5.4**, we shall be entitled to immediately terminate the Contract or suspend any further deliveries of Goods under the Contract without liability to you if:

(a) an Insolvency Event occurs; or

(b) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract in full has been placed in jeopardy; or

(c) you breach any of the terms of **Clause 17**.

16.3. Without prejudice to **Clause 16.1** 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.

16.4. You shall indemnify us against all liabilities, losses, damages, injury, costs, interest and expenses (including direct, indirect or consequential losses, loss of profit, loss of business, loss of reputation, pure economic loss and all legal and other professional fees and expenses) and judgements awarded against or incurred or paid by us as a result of or in connection with a breach or negligent performance in respect of the Contract.

16.5. On termination of the Contract for any reason you shall immediately pay all of our outstanding unpaid invoices, together with any accrued interest.

16.6. If we terminate (or are entitled to terminate) the Contract pursuant to **Clauses 16.1, 16.2, or 17.4** we shall be entitled to immediately terminate all other agreements or arrangements entered into with you on written notice.

16.7. The termination of the Contract, however arising, is without prejudice to the rights and obligations of the parties accrued prior to termination.

16.8. Any clause which expressly or impliedly has effect after termination shall continue to be in full force notwithstanding termination.

### 17. NO-RUSSIA CLAUSES

#### 17.1. Background.

(a) The EU have issued the Amending Regulation;

(b) Goods supplied by us under these Terms of Sale may be sourced from Scania CV AB, a company incorporated in Sweden;

(c) The Amending Regulation contains mandatory requirements for EU entities selling, supplying, transferring or exporting goods to certain countries, to introduce contractual safeguards against re-exportation to Russia as well as re-exportation for use of supplied products in Russia. Scania CV AB and we therefore do not accept any such re-exportation;

(d) In addition to the Amending Regulation, the UK has its own sanctions and export controls both generally and targeted at



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Russia under both The Russia (Sanctions) (EU Exit) Regulations 2019 and the Export Control Order 2008, as amended from time to time, which can apply directly to any Orders for Goods within and from the UK; and

(e) In light of the above, you acknowledge, accept and agree to all of the provisions of these No-Russia Clauses in this Clause 17.

**17.2. Re-Exportation Safeguards and Restrictions.** You represent, warrant and undertake that regardless of country of manufacture, export or other origin of Goods;

(a) you will not (whether directly or indirectly) re-export any Goods;

(i) to Russia, defined as the Goods being delivered in Russia, or sold to a legal entity or an individual registered and/or located/residing in Russia, or sold to a legal entity which is more than 50% controlled by another legal entity or an individual registered and/or located/residing in Russia; or

(ii) for use in Russia, defined as the Goods being registered in Russia or used predominantly for domestic traffic in Russia;

(b) you will include non-re-exportation restrictions corresponding to the No-Russia Clauses in all and any of your own agreements for transferring (if so permitted by these Terms of Sale) Goods to a subsequent buyer;

(c) you shall, if so required and requested at any time by Scania CV AB or us in connection with these Terms of Sale or specific Orders for Goods thereunder, submit relevant end-user statements according to Scania CV AB approved formats, as confirming that no restricted re-exportation will occur; and

(d) you shall immediately notify us of any breaches and incidents occurring on your side, and also of any conduct generally by any third party which could frustrate the purposes of the No-Russia Clauses.

### 17.3. Enquiries and Audits.

(a) You undertake to fully comply without undue delay with any information requests made in writing by us to enquire into measures taken by you to fulfil all and any of your undertakings as set out in the No-Russia Clauses.

(b) We shall be entitled upon our own request and at our own cost to conduct audits on-site or off-site at any time and in any frequency of all and any of your facilities, systems and documentation, as reasonably required or relevant for us to verify the your fulfilment of all and any of your undertakings under the No-Russia Clauses.

(c) On your reasonable demand, enquiries and audits as above shall be handled through an independent auditor without a right of access for us, if and only to the extent that information is manifestly, or is reasonably likely to be, your proprietary or trade secrets.

(d) You undertake to honour rights of audit and enquiry corresponding to the above also in favour of Scania CV AB, and acknowledge that a refusal to allow Scania CV AB to fully exercise such rights shall be considered a breach of your undertakings to us under this Clause 17.3.

### 17.4. Remedies and Sanctions.

(a) You acknowledge and accept that all your undertakings of the No-Russia Clauses are essential elements of the contractual and business relationship between the parties, and that consequently any breach of any one of such undertakings shall be considered material and subject to the below regime of remedies and sanctions.

(b) Where a breach by you of any of your undertakings of the No-Russia Clauses, save as set out separately below, is identified and you have not remedied such breach (where remediable) within fifteen (15) days of us sending a written request to that effect, we may with immediate effect and by written notice to you take and/or deploy all, either or any combination of the following remedial actions and sanctions:

(i) Termination of the Contract;

(ii) Cancelling of any confirmed and outstanding Orders, regardless of whether or not the Goods covered by such Orders

are subject to re-exportation risks in conflict with the purposes of the No-Russia Clauses;

(iii) Waiving of any outstanding or ensuing obligations (such as, but not limited to warranty coverage) under fulfilled Order(s) for any Goods that have been re-exported in conflict with the No-Russia Clauses or which remain unaccounted for as according to Clause 17.4(e) (all such vehicles collectively referred to as "**Sanctionable Products**");

(iv) Limiting of aftermarket and campaign support for all Sanctionable Products;

(v) Claiming for each breach the payment of a penalty, not to be counted against any damages claimed as below, in an amount determined by us up to the higher of i) the aggregated purchase price paid or payable by you to us for all Sanctionable Products, ii) twenty (20)% of the aggregated value of all Orders for all and any Goods as confirmed by us to you during the last twelve (12) months, and iii) one-hundred-thousand (100,000) GBP; and/or

(vi) Claiming of compensation and indemnities from you, over and above any penalties claimed as above, so as to hold us harmless of all and any costs and damages incurred as a result of your breach, non-accountability of any Sanctionable Products, or other measure(s) taken or not taken and as warranting us to terminate.

(c) If for any specific Order (whether confirmed or not, and regardless of what lead-time remains to the applicable or intended delivery date) we have requested that an end-user statement be obtained and presented to us as set out in Clause 17.2.(b) above, and we have not received such a statement within such reasonable period as has been set out in the written request, we shall not be liable to fulfil your delivery obligations with regard to the Goods covered by such Order until the end-user statement has successfully been submitted to us. Where this still has not happened within fifteen (15) days from the date of sending of the request, we shall also be entitled to immediately take all, either or any combination of the following actions:

(i) Refusal to confirm new Orders, regardless of whether or not they were subject to the relevant end-user statement request by us;

(ii) Cancellation by written notice to you of the Order(s) for which the relevant end-user statements were requested;

(iii) Cancellation, whether in connection with the Order cancellation referred to in Clause 17.4.(c)(ii) above or at any time thereafter, of any other Order for Goods which is still outstanding with you; and/or

(iv) Claiming of compensation and indemnities from you to hold us harmless of all and any costs and damages incurred as a result of any Order cancellation(s) as above.

(d) Where Goods that were delivered to you have then been re-exported in conflict with the purposes of these No-Russia Clauses by any third party, notwithstanding that all of your undertakings as set out therein have been fulfilled, we may with immediate effect and by written notice to you take and/or deploy all, either or any combination of the following remedial actions and sanctions:

(i) Termination of the Contract;

(ii) Cancelling of any confirmed and outstanding Orders, regardless of whether or not the Goods covered by such Orders are subject to re-exportation risks in conflict with the purposes of the No-Russia Clauses;

(iii) Waiving of any outstanding or ensuing obligations (such as, but not limited to warranty coverage) under fulfilled Order(s) for all Sanctionable Products; and/or

(iv) Limiting of aftermarket and campaign support for all Sanctionable Products.

(e) Where there is persistent uncertainty as to the location of any Goods delivered to or through you (such as due to non-activation in our systems of a warranty start date, or non-connectivity for positioning), and you have not reliably accounted for such Goods within fifteen (15) days of us sending a written request for explanations, Clause 17.4(d) shall apply



# Keltruck Limited

## Terms of Sale for and Services

correspondingly with a right for us to consider such Goods that remain unaccounted for as Sanctionable Products.

(f) You acknowledge that due to Scania CV AB having to comply with continued changes to sanctions regulations, such as the Amending Regulation, the No-Russia Clauses may have to be varied from time to time. Where such amendment(s) (as may be required for such Scania CV AB compliance) cannot be agreed with you, we may with immediate effect and by written notice to you terminate the Contract and cancel any confirmed and outstanding Orders.

### 17.5. Miscellaneous

(a) Changes to the No-Russia Clauses may be communicated by us in writing to you, and shall become binding on you if no objections to the communicated changes have been received by us in writing within fifteen (15) days of sending of the communication.

(b) In the event of any conflict between these No-Russia Clauses and the Terms of Sale, these No-Russia Clauses shall prevail.

### 18. GENERAL

18.1. Any provision of the Contract which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions.

18.2. 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.

18.3. Any waiver of any breach of, or any default under, any provision of the Contract shall not be deemed a waiver of any subsequent breach or default.

18.4. The parties to the Contract do not intend that any term of it shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

18.5. Any notice to be given under the Contract shall be in writing and notices given under **Clauses 7.5, 12.2, 16 or 17** shall be deemed to have been duly given if sent or delivered to the party concerned at its registered office or such other address as that party may from time to time notify in writing (and notices sent to us shall be addressed to our Head of Finance).

18.6. No variation of this Contract shall be effective unless it is in writing and signed by the parties.

18.7. 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.

18.8. You and your employees, contractors, advisors and agents will not engage in any conduct which could contravene the Bribery Act 2010 or similar applicable laws and you will maintain adequate procedures to prevent any such conduct.

18.9. 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, subcontract, delegate or sub-licence part or whole of a Contract to any of our group companies or Scania Authorised Dealers.

18.10. We value and protect our brand, image and intellectual property. Nothing in these Terms of Sale or any supply to you grants any ownership or rights over such assets beyond any legal minimum rights essential to the use of any Goods.

18.11. You will permit us and our representatives' access to all pertinent books and records within your control or possession relating to the Contract and shall retain such books and records for a period of three years following supply of the Goods.

18.12. 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.

18.13. We may use any of the Authorised Dealers to perform any

of our obligations under the Contract as we deem fit.

18.14. The validity, construction and performance of the Contract and these Terms of Sale shall be governed by English Law. You agree to submit to the exclusive jurisdiction of the English Courts.

These Terms of Sale including any revisions are available at: [www.keltruck.com/legal](http://www.keltruck.com/legal)

**Publication Date: April 2024**



# NO QUIBBLE 'REPLACEMENT GUARANTEE'

TERMS AND CONDITIONS  
FOR SCANIA GO VEHICLES

**KELTRUCK**

# No Quibble 'Replacement Guarantee'

## Terms and conditions for Scania Go vehicles



1. In these terms & conditions ("Terms") the following terms have the following meanings:
  - 1.1 "Delivery Date" means following the sale of a Scania Go Vehicle by us to You (or Your Lender), delivery of such vehicle to You and the handing over of the custody of such vehicle and its keys to You;
  - 1.2 "Scania Go Vehicle" means a used vehicle that has been classified as a Scania Go Vehicle by us prior to its sale to You (or Your Lender);
  - 1.3 "We" means: Keltruck Limited (company number: 02880543), and "us" and "our" shall be construed accordingly;
  - 1.4 "You" means: the customer placing an order for a Scania Go Vehicle, or entering into a finance agreement in relation to a Scania Go Vehicle sold by us and "Your" shall be construed accordingly.
2. If You:
  - 2.1 purchase a Scania Go Vehicle from us these Terms are supplemental to the terms of sale agreed between You and us for the sale of the Scania Go Vehicle the subject of this Guarantee. In the case of any conflict or inconsistency between those terms of sale and these Terms, these Terms shall prevail to the extent of such inconsistency or conflict;
  - 2.2 obtain use of a Scania Go Vehicle under a finance agreement ("Finance Agreement") We will sell the Scania Go Vehicle to the lender to such Finance Agreement ("Lender") who will let You use the vehicle in accordance with the terms of Your Finance Agreement. If You chose Scania Finance Great Britain Limited ("Scania Finance") or a third party funder introduced by Scania Finance as Your Lender Your Scania Go Vehicle shall have the benefit of this Guarantee, subject to any additional terms agreed with Your Lender but without any additional fees payable to Your Lender on utilisation of this Guarantee. If You chose to finance the Scania Go Vehicle with a Lender other than Scania Finance or a third party funder introduced by Scania Finance the return of Your Scania Go Vehicle under the terms of this Guarantee will be subject to the terms agreed with Your Lender and You may incur fees and charges payable to Your Lender on utilisation of this Guarantee, such fees and charges shall be entirely Your responsibility.
3. You may, subject to these Terms (and any additional terms agreed with Your Lender), return the Scania Go Vehicle to us within 30 days of the Delivery Date using our 'no quibble' guarantee ("**Guarantee**"). Following acceptance of the return of the Scania Go Vehicle under this Guarantee We will, subject to Clause 15 provide You with a 'like for like' replacement vehicle ("**Replacement Scania Go Vehicle**"). If You pay for the Scania Go Vehicle using a Finance Agreement, You may use this Guarantee provided that the Scania Go Vehicle meets the terms of Clause 4 and Your Lender has agreed to the return of the Scania Go Vehicle under these Terms. You shall be solely responsible for arranging any amendment, endorsement, variation or replacement agreement to Your Finance Agreement as required by Your Lender, and any associated fees and charges payable to Your Lender.
4. This Guarantee will only apply to a Scania Go Vehicle that:
  - 4.1 since the Delivery Date has not:
    - 4.1.1 been modified, converted or altered in any way (including the fitment of any equipment or accessories);
    - 4.1.2 travelled more than 5,000 kilometers (We will record the mileage on the Scania Go Vehicle at the Delivery Date and this mileage will be conclusive in determining whether the Scania Go Vehicle has been driven more than 5,000 kilometers since the Delivery Date);
    - 4.1.3 been stolen or subject to a road traffic accident;
    - 4.1.4 suffered any cosmetic or mechanical damage (excluding any damage assessed by us to be normal wear and tear expected from the ordinary use of the Scania Go Vehicle during the time period since the Delivery Date);
    - 4.1.5 had any equipment, accessories or components removed; and/or
    - 4.1.6 received any change in livery or a specialised paint job.
  - 4.2 is not a Replacement Scania Go Vehicle;
  - 4.3 was purchased without the use of a part exchange vehicle, unless that part exchange vehicle was unencumbered and free of any finance;
  - 4.4 is not subject to any charge, encumbrance or claim from any third party including a finance provider (except any finance arranged with or introduced by Scania Finance); and/or
  - 4.5 is not purchased using finance (other than a finance agreement with Scania Finance or third party funder introduced by Scania Finance) unless You obtain prior to the Return Date the written consent of the Lender to the return of the Scania Go Vehicle to us under the terms of this Guarantee and You take full responsibility for, and indemnify us against, all and any costs payable to the Lender, or any related party, in respect of the original Scania Go Vehicle, any Replacement Scania Go Vehicle and any related Finance Agreement.
5. If You wish to utilise our Guarantee to return a Scania Go Vehicle to us, You must notify Scania by contacting the returns team using the following email address: LFL30day@scania.com within 30 days of the Delivery Date. You must provide the returns team with details of Your order, including the Scania Go Vehicle registration number and the supplying Scania dealer. If the Scania Go Vehicle is subject to a Finance Agreement You must also provide evidence of Your Lender's consent to the return and reliance on this Guarantee. Scania will email You to confirm they have received Your request and to confirm if the Scania Go Vehicle was supplied with the benefit of our Guarantee. Scania will also notify the supplying Scania dealer so that they are expecting the return of the Scania Go Vehicle. Scania aim to respond to You within 2 business days.
6. Following receipt of confirmation from our returns team that the Scania Go Vehicle was supplied with the benefit of the Guarantee You should return the Scania Go Vehicle, to the supplying Scania dealer.
7. The Scania Go Vehicle must be returned to the Scania dealer from which the Scania Go Vehicle was supplied during the date(s) notified by the returns team between the hours of 9.00am and 5.00 pm, Monday to Friday (excluding bank and public holidays). You are responsible for the removal of Your personal belongings and the deletion of any personal data from the Scania Go Vehicle and any onboard device. You must provide at the point of return all documentation and loose items and accessories (including all vehicle keys, vehicle service history (if any), vehicle MOT certificate (if any) and vehicle user manuals) provided with the Scania Go Vehicle at delivery. The vehicle's up to date V5 logbook must be returned to us with the returned Scania Go Vehicle or by registered delivery within 60 days of the Delivery Date. If You fail to return the vehicle logbook or any of the aforementioned items We may charge You a reasonable sum to reflect the reduction in the value of the Scania Go Vehicle and/or our reasonable costs to replace the missing item. Any invoices relating to the same shall be payable on receipt.
8. The Scania Go Vehicle will only be considered as returned to us when the supplying Scania dealer has inspected the Scania Go Vehicle, taken custody of all vehicle keys and confirmed that the Scania Go Vehicle complies with the terms of Clause 4 ("**Return Date**"). We will endeavour to ensure that the inspection is carried out on the date the Scania Go Vehicle is returned. If the Scania Go Vehicle is not accepted for return under the Guarantee because the terms of Clause 4 have not been met the Scania Go Vehicle will remain Yours (or Your Lender's) and You will be required to immediately remove the Scania Go Vehicle.
9. You are fully responsible for the Scania Go Vehicle from the Delivery Date until the Return Date, during that time You should ensure that the Scania Go Vehicle is taxed and insured.
10. You will be liable and responsible for all fixed penalty charges, parking fines, congestion charges and other similar fines or charges incurred in respect of the Scania Go Vehicle between the Delivery Date and the Return Date. We may charge You £25.00 plus VAT (as an administration cost) per item of correspondence relating to such fines or charges incurred in respect of the Scania Go Vehicle between the Delivery Date and the Return Date.
11. We may, at our discretion, agree to accept the return of a Scania Go Vehicle which does not comply with the terms of Clause 4 and agree to the supply of a Replacement Scania Go Vehicle, subject to a charge being payable by You to us as reasonable compensation to reflect the reduction in the value of the Scania Go Vehicle and/or our reasonable costs to repair the Scania Go Vehicle so that it is in the condition it was in at the Delivery Date. Any invoices relating to the same shall be payable on receipt and prior to the return of the Scania Go Vehicle.
12. Failure to comply with any of these Terms will automatically invalidate the Guarantee.
13. If You are entitled to a Replacement Scania Go Vehicle under the Guarantee (or We agree to supply a Replacement Scania Go Vehicle pursuant to Clause 11) We will allocate, and confirm in writing, an appropriate Vehicle to You within 7 Business Days of the Return Date. The Replacement Scania Go Vehicle will be a 'like for like' replacement for the Scania Go Vehicle, meaning it will be the same vehicle model as the Scania Go Vehicle, of similar age as the Scania Go Vehicle at the Return Date, of similar mileage as the Scania Go Vehicle at the Return Date and at least the same specification. Whether the Replacement Scania Go Vehicle is an appropriate replacement will be entirely at our discretion. We shall put the Replacement Scania Go Vehicle through our rigorous inspection programme to ensure the Replacement Scania Go Vehicle is to the right quality standard.
14. Where the Scania Go Vehicle is a used truck and We consider it to be a specialist build, We may replace only the chassis of the Scania Go Vehicle and arrange for the build to be built onto the replacement chassis.



# No Quibble 'Replacement Guarantee'

## Terms and conditions for Scania Go vehicles

15. Should We not be able to offer a suitable Replacement Scania Go Vehicle, the following shall apply:
  - 15.1 We reserve the right to instead return to You (or Your Lender), as appropriate, the purchase price paid (including deposit) for the Scania Go Vehicle, less a reasonable charge to reflect the reduction in the value of the Scania Go Vehicle since the Delivery Date and/or our reasonable costs to repair the Scania Go Vehicle so that it is in the condition it was in at the Delivery Date. Any refund payable under this Clause 15 shall be paid to the person making the original payment.
  - 15.2 If You have sold a part exchange vehicle to us as part payment of the Scania Go Vehicle, We may not be able to return that part exchange vehicle to You. If the part exchange vehicle cannot be returned We will include an amount equal to the valuation of the part exchange vehicle in the refund payable to You (or Your Lender). For these purposes the valuation of the part exchange vehicle shall be an amount equal to that part of the Scania Go Vehicle purchase price satisfied by the transfer of the part exchange vehicle to us.
16. We will keep You informed of the progress of the Replacement Scania Go Vehicle and notify You of a collection date. The Replacement Scania Go Vehicle will be made available for collection at the original Scania supplying dealer location and You shall collect the Replacement Scania Go Vehicle within 48 hours of the Replacement Scania Go Vehicle being made available for collection.
17. If you purchase RTI/GAP insurance, fleet, vehicle or other insurance in relation to Your Scania Go Vehicle You may incur fees and charges relating to the cancellation or amendment of such insurances as a result of Your reliance on this Guarantee, such fees and charges shall be entirely Your responsibility.
18. Any provision of these Terms which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions.
19. Nothing in these Terms excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law.
20. To the extent We are able to restrict our responsibility by law, we will not be responsible to You for any:
  - 20.1 indirect or consequential losses;
  - 20.2 loss of income or revenue, loss of business;
  - 20.3 loss of profit, or loss of anticipated savings (whether direct or indirect), including those incurred in relation to any vehicle down time associated with the utilisation of this Guarantee or the obtainment of a replacement Scania Go Vehicle and any modifications that may be required for Your operations.
21. Failure or delay by either party in enforcing or partially enforcing any provision of these Terms shall not be construed as a waiver of any of its rights.
22. Any waiver of any breach of, or any default under, any provision of these Terms shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other provision of these Terms.
23. You may not assign, subcontract, delegate or sub-licence this Guarantee or any of Your rights or obligations under it without our prior consent in writing.
24. The validity, construction and performance of These Terms shall be governed by English Law and You agree to submit to the exclusive jurisdiction of the English Courts.

These Terms including any revisions are available at [www.keltruck.com/legal](http://www.keltruck.com/legal)

Publication Date: April 2024

# DRIVELINE ASSURANCE

TERMS AND CONDITIONS

**KELTRUCK**

# Driveline Assurance

## Terms and conditions



### Terms and Conditions

This Driveline Assurance Product applies to selected Scania used vehicles sold on or after 14 April 2022 (Vehicle).

If you identify a Vehicle fault, the Vehicle should be taken to an Authorised Scania Workshop straight away. If the Vehicle has come to an involuntary stop, please contact Scania Assistance who will arrange for roadside assistance.

Your Scania Dealer will make sure your Driveline Assurance Product cover is in place and valid and will carry out any necessary repairs in accordance with the following terms and conditions.

#### Components Covered

This Driveline Assurance Product protects the components listed in the table below (subject to the exclusions on pages 3 & 4)

**Castings:** Cylinder block, cylinder head, timing gear cover, gearbox / transfer casting, rear axle housing. Damage as a result of accident, frost or overheating due to drive-on abuse is excluded.

**Engine:** Flywheel, oil pump, crankshaft, crankshaft bearings and thrust washers, timing gears, camshafts and bearings, cam followers, oil cooler, head gasket, valves and guides (excluding burnt out valves), pistons, piston rings, cylinder liners, con rods, turbocharger. Exhaust brake components (excluding seized units), core plugs, rear main oil seal, front crankshaft oil seal. EGR valve. In the event of the engine having been operated on bio-fuels, the manufacturer's additional servicing recommendations must have been followed for the item to be covered by this Driveline Assurance Product.

**Cooling System:** Thermostat, water pump, cooling fan clutch, intercooler, EGR cooler (where applicable), coolant radiator (excluding damaged and corroded units). The engine coolant must be in line with Scania recommendations. Cover excludes all other parts associated with the cooling system.

**Fuel System:** Fuel supply pumps, SCR doser and pump, EGR control valve and actuator, injector pipes, GAS regulator valve. Nox sensors (T115 & T131) and differential sensor (T141) under fuel system SCR.

**Clutch:** Clutch cover, release bearing (when subject to mechanical failure). Cross shaft bearings and bushes, master cylinder, servo cylinder, Electronic Clutch Actuation unit.

The clutch disc will be covered for the first 3 months of Driveline Assurance (for general wear and tear) but not if the Vehicle has been driven inappropriately or shows signs of misuse / abuse.

**Manual Transmission:** Gears, shafts, synchronising units, selectors & bushes (internal), range change, gearbox oil seals. Gear selection control valves. PTO units if fitted from new or by a Scania Authorised Dealer. Cover excludes external linkages and adjustments.

**Automatic Transmission:** Gears, clutches, torque converter, valve block, oil pump, bearings and bushes. Cover excludes external signals and adjustments.

**Propeller Shaft:** Universal joints, propeller shaft bearings and transfer box. Cover excludes incorrect operation.

**Rear Axles:** Crown wheel, pinion, planetary gears, half shafts, pinion bearings, hub reduction gears, hub and pinion seals. Differential locks and mechanism.

Cover excludes incorrect operation or adjustments and hub bearings

Brakes: Compressor.

Steering: Steering pump, Steering box.

**Electrics:** Electronic control units as listed via Scania diagnostic program and subject to results from testing report. Cover is for COO (E30), EMS (E44), EEC (E67), GMS / TMS (E5), starter motor, alternator.

#### Cover Period

The duration of this Driveline Assurance Product cover shall be as recorded by the Scania Authorised Dealer on the Driveline Assurance certificate relating to this Driveline Assurance Product (Assurance Period). The Assurance Period will automatically expire on the earliest to occur of (i) the maximum stated distance or (ii) Expiry Date, each as referred to in the Driveline Assurance certificate.

You may have another valid Scania product or service which provides protection for your Vehicle (such as a factory warranty or a Repair and Maintenance Agreement) (Protection Product), which will apply in priority to this Driveline Assurance Product. If your Protection Product would have provided for the necessary repair, but you have exceeded the mileage cap, we can bring the start of this Driveline Assurance Product cover forward. This will provide cover for the repair under these terms and conditions instead of your Protection Product. The Expiry Date of your Driveline Assurance Product cover will also be brought forward, so your Driveline Assurance cover would start and end earlier but run for the same amount of time, unless the maximum distance is reached prior to the adjusted Expiry Date occurring, in which case the cover and Assurance Period will automatically expire.

#### What the Scania Authorised Dealer will Cover

During the Assurance Period and subject to these terms and conditions, the Scania Authorised Dealer will repair any defect in the Vehicle which is a direct result of defective materials or workmanship in the design or manufacture of the

"Components Covered" above.

The Scania Authorised Dealer shall at its own cost carry out such repair or replacement (at the Scania Authorised Dealer's sole discretion) including dismantling and re-installation (as necessary) to achieve a cost-effective repair commensurate with the nature of the failure and the age and mileage of the Vehicle. The Scania Authorised Dealer may use refurbished parts in any such repair in satisfaction of its repair obligations.

#### Exclusions

This Driveline Assurance Product will not cover any component not specifically listed as a Component Covered above.

The following exclusions will always apply, and The Scania Authorised Dealer shall not have any obligation to repair or replace, despite being a Component Covered: Items covered by Max 24 or other Protection Product;

Any defects resulting from: road accidents; accidental or natural causes; unsuitable, careless or abnormal use; frost; overheating due to drive-on abuse; overloading beyond maximum weights specified by the manufacturer; inadequate or faulty servicing (including exceeding specified service intervals or criteria, insufficient lubrication, dirt, neglect, acts or omissions of the operator or third parties, use of obsolete parts or accessories) or other similar circumstances or causes; consumable items; normal wear and tear (such as but not limited to brake linings, clutch drive plates, drive belts, or other items that have reached their end of life due to use such as clutch release bearing, belt tensioner, save for the clutch disc which shall be covered for wear and tear during the first three months of the Driveline Assurance Product cover unless the Vehicle has been driven inappropriately or shows signs of misuse / abuse); failures due to any additions or modifications after delivery (save where expressly authorised and warranted in advance by Scania), any broken or modified Scania or supplier seals or settings; any non-Scania or inferior quality parts; inadequate third-party service fitment (including bodies or ancillary equipment) or diagnosis; failures due to failure to immediately observe any cautions or warnings, failure to carry out immediate repairs (including any emergency or temporary preventative repairs), continuing to use the Vehicle after a fault is or should have been apparent, inadequate precautions in stopping and recovering a Vehicle; and failure to promptly notify and present the Vehicle to a Scania Dealer to verify and carry out any repair obligations.

This Driveline Assurance Product does not cover any damages, monies, costs, claims, losses or expenses directly or indirectly incurred in respect of or in connection with the Vehicle or any work done other than as approved at an authorised Scania Authorised Dealer.

#### What Are My Responsibilities?

You must at all times throughout the Assurance Period ensure that the following conditions are complied with. You must be able (where relevant) to provide us with documents that show you have complied with these terms and conditions. If you are unable to demonstrate full compliance the Driveline Assurance Product will be void and invalidated.

The Vehicle must throughout the Assurance Period: be correctly maintained in accordance with Scania recommended maintenance guidelines and schedules, for the relevant operation type and as stipulated in the Driveline Assurance certificate; be operated in a legal manner and with due care; and be stopped as soon as you (or any operator) notices any defect or fault (e.g. warning lights) so that no further damage is caused.

#### Policies

Claims and payments will need to be submitted and processed in line with Scania's latest policies and manuals available online or by request.

#### Foreign Repairs

Repairs under this Driveline Assurance Product may be offered at authorised and participating Scania Dealers outside the UK, subject to local laws and procedures. The terms and rates of this Driveline Assurance Product package will apply, meaning the Scania Authorised Dealer will pay at most what the necessary repair would have cost at a UK Scania Dealership.

#### Financed Vehicles

If you finance your Vehicle (lease, contract hire or hire purchase) you will still benefit from this Driveline Assurance Product.

#### First Buyer Only

This Driveline Assurance Product is only available to you as the customer who bought the Vehicle directly from the selling Scania Authorised Dealer. This Driveline Assurance Product does not pass with the Vehicle and will not benefit any person you sell the Vehicle to.

We may consider transferring this Driveline Assurance Product to someone you sell the Vehicle to for the remaining Assurance Period. Please contact the Warranty Department (details below) for more information.

#### Repairs under this Driveline Assurance Product

Parts that have been repaired or replaced under these terms and conditions will continue to be covered only for the Assurance Period.

**KELTRUCK**

# Driveline Assurance

## Terms and conditions



### **Our Liability To You**

You shall not be entitled to any compensation or other payment or claims for loss of use, loss of opportunity, loss of profit or any indirect, contingent or consequential losses howsoever arising.

Our maximum liability under this Driveline Assurance Product shall never in any circumstances be greater than the purchase price of the Vehicle.

Nothing in these terms and conditions shall exclude or limit our liability for death or personal injury arising from the negligence or breach of strict statutory duty of the Scania Authorised Dealer. In the event that a sale or supply is legally categorised as a Consumer transaction, the consumer rights as to quality and supply with due skill and care shall not be restricted or excluded.

### **Jurisdiction**

These terms and conditions are governed by English law and are subject to the exclusive jurisdiction of the English courts.

### **Further Guidance**

For more information on your Driveline Assurance Product, please contact Keltruck Limited on 0121 524 1825 or by emailing [usedtrucks@keltruck.com](mailto:usedtrucks@keltruck.com)



SCANIA GO  
MOBILITY  
GUARANTEE  
(30 DAY COVER)

TERMS AND CONDITIONS

**KELTRUCK**

# Scania Go Mobility Guarantee (30 Day Cover)



## Terms and Conditions

The Scania Go Mobility Guarantee is designed to ensure that if your Scania Go vehicle is, within 30 days of its sale, involved in a roadside breakdown in the UK caused by the failure of a Scania product it is provided with a quick and efficient repair at a Scania authorised dealer anywhere in the UK.

The Authorised dealer will cover the cost of repairing the Scania Go vehicle at the roadside (UK only) or recovering the vehicle and repairing it at a Scania authorised dealer in accordance with these terms (certain exclusions apply – see item 4 of your responsibilities).

If there is a delay in getting your Scania Go vehicle back on the road due to insufficient labour or parts, Scania (Great Britain) Limited ("Scania") and its dealer network will, subject to these terms and conditions, provide you, the customer, with a replacement vehicle or reimbursement contribution towards replacement vehicle costs:

- up to a maximum of £150 per day (trucks); and
- up to a maximum of £250 per day (bus and coach).

The above rates are correct at the date of publication of these terms and conditions but are subject to change by Scania.

## Our responsibilities:

1. The Scania Go Mobility Guarantee is valid for any Scania Go vehicle sold by us to you, during the period of 30 days immediately following the date of its sale and is provided at no cost to you (save as provided in item 4 of your responsibilities). After such 30-day period the Scania Go Mobility Guarantee will automatically expire. The date of sale is the date the Scania Go vehicle is delivered to you following its sale (i.e. the handing over of the custody of the Scania Go vehicle and its keys to you).
2. The Scania Go Mobility Guarantee covers any involuntary stop\* (vehicle roadside breakdown only) due to technical defects on the Scania chassis (and failure of a vehicle's air conditioning or door system which results in VOR – bus and coach) (see item 1 of your responsibilities).
3. If the Scania Go vehicle cannot be repaired at the roadside (which is likely to be the case for electric vehicles), or if repairs are unwise Scania Assistance will arrange for the Scania Go vehicle (including any vehicle trailer and load, unless otherwise agreed) to be taken to the authorised Scania dealer located closest to the location of the involuntary stop (unless another location is agreed by Scania Assistance). The customer shall be responsible for the security and onward movement of any vehicle trailer and load.
4. The Scania Go Mobility Guarantee is valid at all authorised UK Scania dealers.
5. When a Scania Go Mobility Guarantee repair order is placed, Scania or the authorised Scania dealer, will endeavour to get the Scania Go vehicle back on the road within 24 hours of the commencement of the standstill period.
6. The standstill time is counted from the time Scania Assistance confirms acceptance of the breakdown or repair with the authorised Scania dealer. See item 2 of your responsibilities.
7. These terms and conditions outline the UK version of the Scania Go Mobility Guarantee and apply in the UK to Scania Go vehicles purchased in the UK only.
8. The Scania Go Mobility Guarantee reimbursement is paid towards the cost of a replacement vehicle after a period of 24 hours immediately following the commencement of the standstill period has expired (e.g. 0 to 24hrs = £0.00, 24+hrs = reimbursement payable where a replacement vehicle has not been provided). Scania Go Mobility Guarantee is available 365 days per year, excluding public holidays, and is payable in 24-hour increments thereafter until the vehicle repair is completed. The reimbursement is payable by the repairing dealer to the customer.  
For trucks: if Scania or the Authorised Dealer is unable to provide a replacement vehicle of similar specification\*\* from Scania Truck Rental (or other), reimbursement will be provided based on the daily or weekly rates available from Scania Truck Rental of similar specification\*\* vehicles (subject to the maximum contribution referred to below). Further, should Scania Truck Rental (or other) be unable to supply a suitable vehicle, Scania or the Authorised Dealer may (subject to the provision of supporting evidence of the incurrance of such third party costs on request) reimburse to the customer its hire costs incurred in respect of a replacement vehicle and/or any down time costs, subject always to the maximum daily rate of £150.00 after taking into account any reimbursement payment payable.

For bus and coach: Scania or the Authorised Dealer will (subject to the provision of supporting evidence of the incurrance of such third party costs on request) reimburse to the customer its hire costs incurred in respect of a replacement vehicle and/or any down time costs, subject always to the maximum daily rate of £250.

## Your responsibilities:

1. Standstill and breakdowns due to accidents, damage, misuse, fire, tampering with electronic control devices, speed limiter interruption, windscreen damage, non-genuine Scania products and items not fitted by Scania (Great Britain) Limited, or an authorised Scania dealer are not covered by the Scania Go Mobility Guarantee.
2. All vehicle breakdowns covered by the Scania Go Mobility Guarantee must be reported to and actioned by Scania Assistance (contactable by phone on 0800 800660).
3. It is the responsibility of the customer to inform Scania Assistance or the repairing authorised dealer that the repair is covered under the Scania Go Mobility Guarantee within the first 24 hours of the vehicle roadside breakdown. Failure to do so may, at our discretion, result in your Scania Go Mobility Guarantee being invalid, or the amount of any reimbursement contribution payable being reduced.
4. The customer is liable for all costs associated with any repair (including vehicle recovery costs and the labour and parts relating to the repair) following an involuntary stop if the breakdown repair is due to an Excluded Repair/Item (as defined below) or if the repair is not covered by the Terms and Conditions of a valid Scania or Authorised Dealer Warranty.
5. The customer shall accept the method of repair, which may occasionally be more expensive in consequence of overtime work (including bank holidays) and the use of replacement units. A temporary repair may have to sometimes be accepted; the repairing dealer will determine the method of repair and if a temporary repair is appropriate or necessary.

Scania Truck Rental phone 01908 210210

\*An involuntary stop is when a vehicle suffers a roadside breakdown in the UK resulting in the vehicle having to be supported or recovered to an authorised Scania dealer, including any "limp home" instructions issued by Scania Assistance. All roadside failures must be actioned by Scania Assistance.

\*\*Similar specification for this purpose includes different fuel types. Scania or the Authorised Dealer will endeavour to provide an electric vehicle as a replacement of an electric vehicle that suffers an involuntary stop, however, due to the limited stock of electric vehicles, this may not be possible. Scania or the Authorised Dealer may provide an internal combustion engine as a replacement of an electric vehicle.



Excluded Repairs/Items not covered by the Scania Go Mobility Guarantee are as follows:

Consumables	Fuel; Tyres; Antifreeze, coolant inhibitor, oils and lubricants (top-ups) used between services; Paintwork; Glassware (unless included in the Schedule).
Bodywork and Ancillary Equipment	Fitted plant and accessories such as, but not limited to, refrigeration units, tail lifts, power take-off units or any other ancillary equipment; Repair of bodywork (unless a Scania OEM product).
Repair of Damage	Repair of damage caused by an accident or by acts or omissions of any third party or of the customer; Any repair required as a result of any pre-existing condition known to but not disclosed by the customer or of any unauthorised modification; Repair of damage resulting from faults in, or incorrect fitting of, the body or any other ancillary or additional equipment.
Misuse	Repairs caused by or arising out of non-compliance with the vehicle's handbook; Structural repairs or repairs to the chassis necessary as a result of misuse, overloading, chemical contamination or off- road use; Any damage or loss of performance caused as a result of tampering with electronic control devices or speed limiters; Roadside breakdowns, call outs and repairs due to driver or operational issues, e.g. ignored regeneration warnings and misuse (including early blocking of the Diesel Particulate Filter).

Publication Date: April 2024

# USED VEHICLES REPAIR AND MAINTENANCE AGREEMENT

TERMS AND CONDITIONS

**KELTRUCK**

# Repair and Maintenance Agreement



## 1. Definitions

For the purpose of this Agreement the following words and phrases shall have the meanings detailed below:

**Agent:** The authorised repairing Scania dealer or other approved repair and maintenance and service provider as appointed by the Company.

**Ancillary Equipment:** The equipment listed on the Schedule.

**Annual Ancillary Equipment Hours:** the annual figure listed in the Schedule (Contract Inclusions) as "Hours PA".

**Annual Distance:** the figure inserted in kilometres in the Schedule.

**Commencement Date:** The date stated in the Schedule and on which this Agreement will commence.

**Company:** Keltruck Limited whose registered office is at Kenrick Way, West Bromwich, West Midlands, B71 4JW (Registered in England No. 02880543).

**Equipment Charge:** Excess ancillary equipment charge in pence per hour as set out in the Schedule.

**Excess Kilometre Charge:** the excess pence per kilometre as set out in the Schedule.

### Excluded Items:

<b>Consumables</b>	Fuel; Tyres; Antifreeze, coolant inhibitor, oils and lubricants (top-ups) used between services; Paintwork; Glassware (unless included in the Schedule).
<b>Bodywork and Ancillary Equipment</b>	Fitted plant and accessories such as refrigeration units, tail lifts, power take-off units or any other ancillary equipment unless included in the Schedule; Maintenance and Repair of bodywork unless included in the Schedule.
<b>Repair of Damage</b>	Repair of damage caused by an accident or by acts or omissions of any third party or of the Operator; Any repair required as a result of any pre-existing condition known to but not disclosed by the Operator or of any unauthorised modification; Repair of damage resulting from faults in, or incorrect fitting of, the body or any other ancillary or additional equipment.
<b>Misuse</b>	Maintenance and repairs caused by or arising out of a breach of any of the Operator's obligations under this Agreement; Structural repairs or repairs to the chassis necessary as a result of misuse, overloading, chemical contamination or off-road use; Any damage or loss of performance caused as a result of tampering with electronic control devices or speed limiters; Roadside breakdowns, call outs, repairs and maintenance due to driver or operational issues, e.g. ignored regeneration warnings and misuse (including early blocking of the Diesel Particulate Filter).
<b>Legislation</b>	The fitment, service or repair of any equipment that becomes a requirement under government legislation enacted after the date of the Agreement; Any alterations, adjustments, rectification or repairs necessary to obtain a Reduced Pollution Certificate, and transportation to the test centre for the test itself; Any other maintenance required by legislation enacted after the date of the Agreement, including increased service inspection frequency which must be agreed with the Company.

**Force Majeure:** any act or event beyond the reasonable control of the Company.

**Loss:** any loss, damages, costs or other compensation and expenses incurred by the Operator as a result of any act or omission of the Company.

**Monthly Charge:** the amount referred to in the Schedule as the Monthly Cost.

**Operator:** The Operator named in the Schedule. A reference to the Operator includes a reference to its drivers, employees and agents.

Keltruck Limited  
Kenrick Way, West Bromwich, West Midlands, B71 4JW  
Registered company no. 02880543

**PCN:** Any charge, fee or cost and subsequent administration relating to parking, traffic offences, wheel clamping, congestion charges, bridge ferry or toll charges, low emission zone charges, weight or noise restrictions, customs and other regulations etc. relating to the operation of the Vehicle.

**Repairs:** All work and parts (not being Routine Maintenance or adjustment work) necessary to remedy any defects to the Vehicle to include, if necessary (in the sole discretion of the Company), attending the Vehicle at the site of any breakdown and towing it to an authorised repair centre.

**Routine Maintenance:** All work or adjustments (not being Repairs and not being Excluded Items) required to maintain or put the Vehicle in a sound and roadworthy condition including where appropriate the replacement of any parts to the Vehicle deemed by the Company in its absolute discretion to be reasonably necessary whether the same be defective or not. Routine Maintenance shall include Diesel Particulate Filter changes, and maintenance of filters and associated components (unless excluded in the Schedule). All Routine Maintenance must be carried out in the UK unless otherwise agreed between the parties in writing.

**Schedule:** the accompanying document listing the Vehicles, Ancillary Equipment, inclusions and exclusions provided by the Company to the Operator at the Commencement Date.

**Total Contract Distance:** the annual amount in kilometres set out in the Schedule (Operational Details).

**VED:** Vehicle excise duty as may be levied on Vehicles at such rate as may apply from time to time.

**Vehicle:** The truck, trailer, bus or coach or any other item of equipment, full details of which are set out in the Schedule.

**Work:** Collectively being Routine Maintenance, adjustments, Repairs, inspections and test inspections to the Vehicle.

## 2. Obligations of the Company

### 2.1. The Company shall:

- 2.1.1. carry out Routine Maintenance and inspections to the Vehicle at the intervals and in the manner prescribed by the manufacturer or at such intervals as may be required by regulations made under any Act of Parliament existing at the date hereof;
- 2.1.2. have carried out any annual MOT test for which the Vehicle is required to be submitted including payment of the application fee and collection and delivery of the Vehicle to the testing station;
- 2.1.3. have carried out Repairs to the Vehicle where the requirement for same has been notified to the Company or which has been identified by the Company during the course of Routine Maintenance; and
- 2.1.4. use the Company's authorised parts when carrying out Repairs or Routine Maintenance. The Company reserves the right to use alternatives.

## 3. Obligations of the Operator

- 3.1. The Operator shall be responsible for the scheduling of Routine Maintenance and inspections on the Vehicle at the intervals and in the manner prescribed by the Company or its Agent or at such intervals as may be required by regulations made under any Act of Parliament existing at the date hereof or which come into effect.
- 3.2. The Operator will notify the Company of any changes in its inspection interval and should the number of inspections during the contract period increase, the Operator shall bear the consequential costs. The Operator shall ensure that Routine Maintenance and inspections are arranged with and carried out by the Agent. Failure to present the vehicle for Routine Maintenance could result in termination of the Agreement.
- 3.3. The Operator shall make the Vehicle available to the Agent immediately once the need for Repairs or adjustments has been identified during daily checks, inspections or Routine Maintenance, or whilst the Vehicle is being used, or after a defect has been reported.
- 3.4. Should any Repairs be necessary to rectify a defect which may, if not rectified, cause consequential damage to the Vehicle or its Ancillary Equipment, the Vehicle must not be used until those Repairs are completed. If the Vehicle or its Ancillary Equipment are used when Repairs are necessary and consequential damage caused which necessitates further Repairs, the cost of repairing that consequential damage will be the responsibility of the Operator.
- 3.5. The Operator shall ensure that any Work is effected only by the Agent unless the Company shall have previously otherwise agreed in writing.
- 3.6. The Operator shall comply with any reasonable defect-reporting procedure which may be introduced either by the Company or by any change in legislation or regulations.

- 3.7. The Operator shall carry out all manufacturer-required daily Operator/driver checks, lubrication and adjustments to the Vehicle and any fitted Ancillary Equipment.
- 3.8. The Operator shall not make any alterations or modifications to the Vehicle and shall not use the Vehicle in any other way than that for which it was originally designed. The Operator shall take proper care of the Vehicle and shall use all reasonable endeavours to keep the Vehicle in good condition.
- 3.9. The Operator shall use the Vehicle in accordance with the manufacturer's recommendations and as is specified in the Schedule. The Operator shall notify the Company of any change of operation such as off- road use, changes in operating weight or alterations to the Vehicle such as power take-off facilities, or any other change which could effect the Vehicle's normal working environment or Repair and Maintenance requirements. The Company reserves the right on receipt of such notification to amend the charges or terminate the Agreement, notice of which will be given to the Operator.
- 3.10. The Operator shall ensure that the Vehicle is operated only by authorised, qualified and competent personnel.
- 3.11. The Operator will inform the Company immediately of any changes made to the tachograph or associated equipment including the hub-odometers or hour metres and will allow (if requested) periodic examinations of the equipment and data by the Company or its Agent.
- 3.12. Unless delivery and or collection is specifically included in the Schedule, the Operator shall ensure that it delivers the Vehicle to and collects it from the point of Work and shall make the appropriate arrangements with the Agent for such Work to be carried out.
- 3.13. The Operator shall inform the Company immediately of any changes to the Vehicle's resident location.
- 3.14. The Operator shall respond immediately to any vehicle recall and will ensure that such work is carried out as quickly as possible by the Agent.
- 3.15. The Operator shall ensure that the Vehicle complies with any statutory requirements in force from time to time including, but not limited to, ensuring that the Vehicle is properly taxed, is free from defects, has a current MOT certificate, and is fitted with the appropriate tyres within the legal limits.
- 4. General**
- 4.1. This Agreement shall be for the term specified in the Schedule, commencing on the Commencement Date.
- 4.2. The Company's obligations under this Agreement shall only extend to Vehicles used wholly within the United Kingdom and if applicable the countries specified in the Schedule. Where a Vehicle is taken overseas the Company will only accept the cost of repairs provided the Vehicle has European cover and then only for the chassis cab and tyres and not for any Ancillary Equipment.
- 4.3. All Work to the Vehicle shall be carried out at such place as shall be specified by the Company or its Agent.
- 4.4. It is at the discretion of the Company whether or not to arrange to have any Work carried out to the Vehicle. If the Company considers that any Work is necessary then it shall carry out such Work whether or not the same causes delay to the Operator.
- 4.5. If in the sole opinion of the Company any Work has been necessitated or contributed to by any act or default of the Operator or is in respect of an Excluded Item then the Company may in its discretion refuse to carry out all or any part of such Work. If the Company does arrange for all or part of such Work to be carried out it may charge the Operator for that Work.
- 4.6. All Work will be carried out during the Agent's normal working hours unless otherwise specified in the Schedule. No priority is given to the Operator in respect of Work. Any costs incurred as a result of the Operator's failure to keep to an appointment in respect of Work, or to deliver the Vehicle to the point of Work, or as a result of a request that the Work be done urgently, are not covered by the Agreement and shall be a direct charge by the Agent to the Operator. In the event that the Company should pay those costs, the Operator shall reimburse the Company immediately.
- 5. Duties, Fees, Fines, Claims, Operators Licences**
- 5.1. The Company is authorised to disclose the Operator's name & address in respect of any PCN.
- 5.2. The Operator is liable for all costs and charges incidental to the use of the Vehicle, including PCNs notwithstanding that the Vehicle may be registered in the Company's name for VED purposes.
- 5.3. The Company may at its sole discretion pay any PCN received on the Operator's behalf and the Operator shall repay the Company for such PCN, in addition the Company will charge a £65 administration fee. The Operator will provide a purchase order number for such charges within 48 hours of a request.
- 5.4. The Operator shall indemnify the Company against all claims, damages and liabilities arising from any failure by the Operator to instruct an Agent to carry out any Work (whether or not the same falls within the terms of the Agreement) recommended by the Company.
- 5.5. The Operator shall be responsible for and shall indemnify the Company against any fine, penalty or cost, including legal costs, which the Company may incur as a result of any failure by the Operator to comply with civil or criminal legislation or the terms of this Agreement.
- 6. Payment Scheme**
- 6.1. The Operator will pay to the Company by Direct Debit on the same day in the payment period set out in the Schedule, the Monthly Charge, VED or other service charges or fees due from time to time as specified in the Schedule. The first payment is to be paid on the signing of the Agreement.
- 6.2. In the event that the Operator's Direct Debit payment fails, the Company reserves the right to charge an administration fee of £25.00 for every occasion on which the Company is unsuccessful in a reasonable attempt to collect payment from the Operator.
- 6.3. In the event that the Operator requests a change to the Agreement, for example with regard to distance, operation, use, additions, uprates, downrates or any other change, the Company reserves the right to charge an administration fee of £25.00 for dealing with each such request.
- 6.4. Interest will be charged on any amount outstanding from 7 days after the date the same becomes due until payment at the rate of 4% per annum above Barclays Bank Plc's lending rate and such interest shall be due and recoverable from the Operator.
- 7. Excess Distance and Hours**
- 7.1. On the Commencement Date the Operator shall provide to the Company the Vehicle's odometer reading as at that date, which reading shall be recorded as the start distance for the purposes of this Agreement.
- 7.2. If in any consecutive 12-month period the Vehicle exceeds the Annual Distance, the Company will notify the Operator forthwith and the Operator shall pay to the Company on demand the Excess Kilometre Charge at the rate specified in the Schedule according to the number of miles or kilometres travelled in excess of the Annual Distance.
- 7.3. If at any time the Vehicle exceeds the Annual Distance by more than 10% then the Company, in addition to its right to raise an Excess Kilometre Charge, may in its absolute discretion either a) terminate the Agreement or b) amend its Charges, the Annual Distance and the Total Contract Distance.
- 7.4. In the event of the Vehicle's tachograph or odometer failing to function, the Operator shall immediately inform the Company in writing specifying the date of such failure and the recorded distance for the period elapsed since the Commencement Date. If a new tachograph or odometer is fitted as a consequence of failure it is the responsibility of the Operator to instruct the repairer to wind on the reading of the new component to the last recorded reading in the failed component. If the Operator fails to do so then the Company may for the purposes of this clause estimate the distance covered by the Vehicle.
- 7.5. If in any consecutive 12-month period the Ancillary Equipment exceeds the Annual Ancillary Equipment Hours, the Company will notify the Operator forthwith and the Operator shall pay to the Company on demand the Equipment Charge according to the number of hours in excess of the Annual Ancillary Equipment Hours it is.
- 7.6. If at any time the Vehicle exceeds the Annual Ancillary Equipment Hours by more than 10% then the Company, in addition to its right to raise an Equipment Charge, may in its absolute discretion either a) terminate the Agreement or b) amend its charges and the Annual Ancillary Equipment Hours.
- 8. Adjustment of Charges**
- 8.1. Unless specified in the Schedule as being at a fixed rate, the Monthly Charge shall be adjusted annually in line with latest issued CPI figures on the anniversary of the Commencement Date. For each rise of one full point or part thereof in the CPI, the cost per month will be increased accordingly to take account of the additional costs of complying with the Agreement. Notwithstanding the charges in the Schedule being referred to as a fixed rate, where there is an increase of more than 5% in the CPI in any one contract year, the Monthly Charge shall be increased in line with the CPI.
- 8.2. The Company will notify the Operator of the amount of the adjustment and the date on which such adjustment is to take effect and the Operator shall pay the adjusted rate from such date.
- 8.3. The Company may change the Monthly Charge, or other contractual rates at any time to account for increased costs resulting from changes to legislation, taxation, import duties,



customs charges or any increase of the costs in delivering the services outside of the Company's reasonable control.

## 9. Termination

- 9.1. If the Vehicle becomes a total loss either through failure, damage or theft; or the Operator has a petition presented against it for its winding-up, administration or bankruptcy, proposes a voluntary arrangement, enters into a Deed of Arrangement, has a Receiver or Administrative Receiver appointed, passes a resolution for voluntary winding-up, or convenes a meeting of or comes to any arrangement with its creditors; then this Agreement shall forthwith and without any notice terminate.
- 9.2. If the Operator:
- 9.2.1. fails punctually to make payment of any sum which may from time to time become due under this Agreement, whether legally demanded or not; or
- 9.2.2. exceeds the Annual Distance or Annual Ancillary Equipment Hours by more than 10%; or
- 9.2.3. fails to comply with any other term or condition of this Agreement and then fails to remedy such failure within 7 days notice of such breach; such failure shall be a repudiatory breach of contract and the Company may forthwith terminate this Agreement by giving notice in writing to the Operator.
- 9.3. Any termination under 9.1 or 9.2 shall be without prejudice to any claim which the Company may have against the Operator for sums payable under or damages for breach of this Agreement, including any claim for interest.
- 9.4. Either party may terminate this Agreement for convenience by giving 90 days' notice in writing.
- 9.5. If the Company's obligations under this Agreement become impractical to perform owing to an event of Force Majeure which continues for a period in excess of 90 days then either party may terminate the Agreement without liability by giving written notice to the other.
- 9.6. On termination of this Agreement howsoever arising the Operator shall pay to the Company:
- 9.6.1. all arrears of Monthly Charges and any other sum due and arising under this Agreement including interest in respect of such arrears;
- 9.6.2. an apportioned Monthly Charge for any broken monthly period, such apportionment to be computed on a monthly basis up to the date of termination;
- 9.6.3. a sum representing any remaining unused part month of VED on the Vehicle (where applicable). The Operator shall allow the Company to collect any unused whole months of VED and shall be responsible for the Company's administration fee of £25.00 for so doing;
- 9.6.4. such other sums as may be due and unpaid under this Agreement together with interest; and
- 9.6.5. a sum by way of agreed compensation for early termination being either:
- a) the difference between the amount expended by the Company on Work to the Vehicle to the date of termination and the total amount received from the Operator in Monthly Charges; or
- b) the balance of the Monthly Charges remaining to the original expiry date of the Agreement; whichever is the lesser, provided always that this shall not result in there being a balance due to the Operator.

## 10. Vehicle Excise Duty

- 10.1. If specified in the Schedule, the Company shall obtain the VED for the Vehicle and effect all necessary renewals. The Company will make an administration charge calculated as a percentage of the cost of VED for this service. This percentage will be as denoted on the Schedule.
- 10.2. In the event of an increase in VED the Operator shall be responsible for paying for that increase and the Company shall make an administration charge equal to 6.5% of the said increase.
- 10.3. Where:
- 10.3.1. the Company arranges VED for extra weeks over and above a 12-month VED period; or
- 10.3.2. a change in VED occurs due to any regulatory or legislative changes; or
- 10.3.3. the Vehicle's registration number or plated weight changes at the request of the Operator; the Operator shall be responsible for any costs incurred by the Company as a result.

## 11. Additional Options

- 11.1. If additional options are specified in the Schedule (Contract Inclusions), the Company shall carry out Repairs and Routine Maintenance of the said additional options in accordance with the Company's specified criteria. (Available on request).

## 12. Replacement Vehicles

- 12.1. If specified in the Schedule, and always at the Company's sole discretion, if the Vehicle suffers mechanical breakdown as a result of negligent Routine Maintenance which renders it unusable for a period exceeding that specified in the Schedule, the Company may either (a) provide a replacement vehicle (which will not necessarily be of equivalent specification)(**Replacement Vehicle**) or (b) compensate the Operator up to a maximum of one hundred and fifty pounds (£150) per day. The Company shall never be obliged to provide a Replacement Vehicle or pay any equivalent sum.
- 12.2. The Operator shall be responsible for the return of the Replacement Vehicle to the location at which the Vehicle has been repaired. The Replacement Vehicle shall only be provided until the Vehicle is repaired. The Company reserves the right to charge any cost incurred after the Vehicle is repaired.

## 13. Liability of the Company

- 13.1. The total liability of the Company for any Loss of the Operator arising in any year of this Agreement in respect of any one event or series of connected events shall not exceed the Monthly Charges payable for that year. The Company shall never be liable for any indirect, consequential loss or loss of profit howsoever incurred.
- 13.2. Clause 14.1 shall not apply to any loss, injury or damage resulting from death or personal injury caused by the Company's negligence, but in no circumstances will the Company be responsible for loss of profit or any other consequential loss.
- 13.3. If the Operator becomes aware of any default in performance of this Agreement by the Company it shall firstly notify the Company of the default and give the Company a reasonable opportunity to remedy the default. If the Company remedies the default, the Operator shall not have any claim against the Company for the consequences of the default.

## 14. Notices

- 14.1. Any notice under this Agreement shall be in writing and shall be deemed to be duly given if sent or delivered to the party concerned at its registered office or such other address as that party may from time to time notify in writing.
- 14.2. Any demand, notice or communication shall be deemed to have been fully served:
- 14.2.1. if delivered by hand, when left at the proper address for service;
- 14.2.2. if made by prepaid first class post, 48 hours after being posted (excluding Saturdays, Sundays and public holidays);

## 15. Relationship of the Parties

- 15.1. Nothing in this Agreement shall be construed to imply that there is any relationship between the parties of partnership, or of principal and agent, or of employer and employee, nor are the parties hereby engaging in a joint venture and accordingly neither of the parties shall have any right or authority to act on behalf of the other nor to bind the other by contract or otherwise, unless expressly permitted by the terms of this Agreement.

## 16. Reduced Pollution Certificates

- 16.1. Should the Operator fail to comply with the provisions of this Agreement and thereby cause the Vehicle to lose the benefit of a reduced pollution certificate, the Operator shall indemnify the Company for any loss including consequential loss the Company may suffer.

## 17. Agreement Formation

- 17.1. Any failure or delay by either party in exercising its rights under this Agreement shall not be construed as a waiver of such rights and the obligations of the other party shall continue.
- 17.2. If any provision of this Agreement or these terms shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement.
- 17.3. This Agreement shall supersede all previous agreements between the parties and represents the entire agreement between the parties.
- 17.4. The Operator and its employees, contractors, advisors and agents will not engage in any conduct which could contravene the Bribery Act 2010 and shall maintain adequate procedures to prevent any such conduct.
- 17.5. This Agreement and any information provided in relation to it

## Repair and Maintenance Agreement



- are confidential. Neither party shall disclose any such information to an unauthorised third party.
- 17.6. No variation of any term of this Agreement shall be effective unless it is in writing and is duly executed by or on behalf of each party.
- 17.7. Except where specifically stated otherwise, all the costs and charges set out in this Agreement exclude VAT which will be charged at the applicable rate.
- 17.8. A person who is not a party to this Agreement has not rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 17.9. The Operator may not assign, subcontract, delegate or sub-licence this Agreement or any of its rights or obligations under this Agreement without the Company's prior consent in writing.
- 17.10. Irrespective of where the services are provided, the validity, construction and performance of the Agreement shall be governed by English Law and the parties submit to the exclusive jurisdiction of the English Courts. These terms and conditions including any revisions are available on our website, [www.keltruck.com/legal](http://www.keltruck.com/legal)