Keltruck Limited Terms of Sale for Goods and Services

DEFINITIONS AND INTERPRETATION
The loburing deficitors and rules of interpretation apply in base Terms of Sale:

"Amending Requisitions" means another control regulations issued by the EUI targeting Russia and Belarus, such as Council Regulation (EUI) No 833/2014 of 31 July 2014 concerning restrictive measures in every of Russias actions destablishing the situation in Utilizane, as amended inter alls through Council Regulation (EUI) 28/22/2678 of 18 December 2025; "Authorised Deselet(if means member(s) of our authorised support of the sign on our behalf." (In mine to term; "Authorised Signatory" means a person authorised by use 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:

"Codeds" means the goods of any description to be supplied by us and/or where the context permits, "Codeds" means the goods of any description to be supplied by us and/or where the context permits, "Insolvency Event" means if you cease, or threaten to cease, to carry on business or fail to make appearance of the fail due or you have a petition presented for your winding up or a resolution is passed for voluntary wording-up (otherwise than for the purposes of a bora fide amalgamation or construction) or have a receiver, manager, administrator or administrative receiver appointed over or suffer any smillar action in consequence of debts or carry out or undergo any analogous and or proceedings under foreign law."

"No-Russia and no Belarus 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 Regulations; "Order" means your order for Goods, as set out in your purchase order, your written acceptance of our quotation, lob card or in any other format accepted by us. "Terms of Saller means the terms and conditions set out in this document together with any statement of the present purchase of the property of the proper

Any inference to "you," you' means the customer purchasing the Goods. Any reference to "you," you' means the customer purchasing the Goods. 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, decreasing, application or re-enderment and includes any subordinate legislation. Unless a right or remedy is expressed to be an exclusive right or remedy, the exercise off by a party is without prejudice to that party's other rights and remedies, whether statutory or otherwise. Any phrase introduced by the words "including" or "includes" or similar shall be construed as illustrative and are deemed to have the vords "without limitation" following that Any rotice given under Clauses 7.5, 12.2, 16 or 17 shall not be sent by email. "Other Chemical Chemica

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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. Any Order for vehicle(s) or power solds(ind); 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 Ary response to a tender or gutation 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 which will be contracted and only be valid for a period of 21 days from its date of issue, unless otherwise stated in which will be contract.

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

The price is no longer valid), the price prevailing at the date of delivery of the Goods.

The price is no longer valid, the price prevailing at the date of delivery of the Goods.

The price is not to the agreed delivery beaton, exchaive of VAT. For vehicles and power solution, and unless stated otherwise, all costs or charges in relation to packaging, cloading, import duties or traffis, unloading, carriage and instruce, shall be paid by you in addition to the price of the Goods at the time when payment is due for the Goods.

Goods.

When payment is quite from the delivery of the Goods (or any instalment), to increase the price to take into account any: increases in our usuplier's prices; change in delivery dates, quantities or specification requested by you, change in delivery dates, quantities or specification requested by you, delay caused by your dailure to provide adequate or accurate information or instructions; and increase in cost to us due to any reason beyond our control.

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**. 5.1

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

Save for trading accounts (Clause 5.2), the price of all Goods shall be due and payable by you in

Goods shall be due and payable by you can be called a contract of the contr

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aspirate payment of any sums due to us on any of your accounts and whether relating to sales of any Goods.

DELVERY OF THE GOODS AND BUYER'S TRANSPORT COSTS.

DELVERY OF THE GOODS AND BUYER'S TRANSPORT COSTS.

Unless otherwise confirmed by an Authorised Signatory in writing delivery of the Goods will be of handower documentation when (i) the Goods leave our or an Authorised Dealer's premises where the Goods have been collected by you or noy nor hand for (ii) the Goods are unloaded when where the Goods have been collected by you or nor your behalf we may agree to deliver to you, or a third expression of the Goods have been delivered to you by us or on our behalf. We may agree to deliver to you, or a third expression of the Goods have been delivered to you by us or on our behalf. We may agree to deliver to you, or a third expression of the Goods are unloaded where the Goods have done or the delivery of the Goods or failure to make them ready for collection on such dates howsovered custed. We will endeavour to keep you informed pay and included material delays in delivery. We reserve the right to change any delivery and supply schedule by written notice.

The Goods may be delivered by us in advance of the quoted delivery date upon giving reasonable to the contraction of the goods of any Order in one or more

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Includious may be deverted by its in advance or the quoted delivery date upon giving reasonable 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. If you fall to take delivery of the Goods we may. store the Goods at your risk until actual delivery and change you for the reasonable costs incurred availing delivery (including storage, sockoine) changes and insurance); 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 terminate like Oction with mimedate effect.

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for any and all other Goods supplied under the Contract, in respect of winch payment has become our and payable. In the case of vehicles (including hashiss) your may not, under any droambaces, sail or otherwise in the case of vehicles (including hashiss) your may not, under any droambaces, sail or otherwise in the case of vehicles (including hashiss) and the contract of the Course of the Course of your business or to sell the Goods (excluding vehicles in respect of which consent has not been given to a born file arm's inequal her planty provided that the entite proceeds not more of the course of your business or to sell the Goods (excluding vehicles in respect of which consent has not been given to a born file arm's inequal her planty provided that the entite proceeds not missed with any other money or property. Until title to the Goods passes you shall: hold the Goods sail and damage fine in a facility capacity and as our balles; provide us with access to the Goods and to such information relating to the Goods as we may keep the Goods properly a shreet and protected, separate and distinct from all chief property keep the Goods properly shreet and protected, separate and distinct from all risks for their full replacement value.

in unreplacement value.

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

Unit title to the Goods passes to you, we (including our representatives, agents and employees) are irrevocably authorised by you, at any time, be reter 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 reprosessing the control of the control of the control of the purpose of removal. You removal or dismantlement. For the purpose of the 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. On termination of the Contract, however caused, our rights contained in this Clause 7 shall remain in full effect.

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delivery, detailing the alleged shortage or defect.

PART EXCHAING.

Where we agree to allow part of the purchase price of Goods to be paid by the transfer of legal title in a used whelle to us, the following further conditions apply:
the used vehicle shall be delivered to us within 3 months of our agreement of the part exchange (or such as the part of the part of the part exchange (or the part of the part of the part of the part of the part exchange (or such used whelle is to be delivered to us nor prior to delivery of the new whicle to you in the same condition as it was examined by us, subject to normal wear and tear between examination and evilence, if the part of t 92

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

WARRANTY AND LABILITY

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.

2015) your statutory rights are not affected by these Terms of Sale.

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any date of articipates ownly, cargiant or loss or margin (whether considered to be a referct ose or vorsation) your fability to any third party.

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

Subject to Clauses 10.1 to 10.5 our liability can be considered to the subject of the consideration of the control of the 10.8

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with these Terms of Sale. For product performance, or other issues arising from your specification or nomination, we shall provide all researchable assistance in pursuing warrentees or remedies from romanistic productions and the production of th

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agreed Development. We want give reasonable assistance in section of a roy osputes. 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, not, acts of terrorism, political components, or power, lack for disruption in or shortage of transport, machine or other breakdown in manufacture, and failure of manufactureris suppliers to supply ("Force Majeure Event"). No payment of any amount payable to us, whether in respect of Goods deleved or otherwise, shallow be in any way excused or delayed due to the occurrence of a Force Majeure Event". No was also used to associate the control of the shall use our measonable endeavour to integrate the effects of any Force Majeure Event and if We shall use our measonable sendeavour to integrate the effects of any Force Majeure Event and if We shall use our measonable endeavour to integrate the effects of any Force Majeure Event and if We shall use our reasonable endeavour to integrate the effects of any Force Majeure Event and if we shall use our result failing to terminate the affected intelligent terminat 12.2

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into particulars contained interien shall not constaute representations by us nor shall we be bound by homemorphism, supplish, details, statements or other information as to capacity, output or power specified or contained in any drawings, catalogues, technical circulars, shipping specifications, photographia or other documents or illustrations shall be tested as brinding upon us unless otherwise agreed in writing by an Authorised Signatory. 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 native the control of the control of the control of the control of the Cooks, or which do not native the control of the control of the control of the Cooks of the Cook 13.3

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

Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, sustomers, clients or suppliers of the other party, except as permitted by Clauses 14.3. Each party may disclose the cash party of confidential information:

Each party may disclose the greatestakes, absorbations or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party and except the confidential information of the purposes of carrying out the party's obligations under the Contract. Each party and except the confidential information comply with this Clause 14; and as may be required by law, a court of competent purisdiction or any governmental or regulatory authority. Keltruck may disclose confidential data to any legal entity within the Keltruck group and any Soans Authorities.

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Scania Authorised Dealer.

DATA

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, represented in a lawful manner. We shall process such data in accordance with our privacy policy. If you have access to or provide any data referred to in Clause 15.1 which may be personal data (as defined by GOPP) you warnet that you will comply with all laws, regulations or other judice requirements relevant to such personal data. You will ensure that you have obtained all requirements relevant to such personal data and you will ensure that you have obtained all requirements relevant to such personal data and will ensure that you have obtained all requirements of the content of the processing of such personal data and will ensure that you have obtained all requirements of the content of the content of the processing of such personal data and will ensure that the content of the content

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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, pour economic loss and all legal and other professional fees and expenses and judgement, pour economic loss and all legal and other professional fees and expenses and judgement performance in respect of the Contract is a result of or in connection with a breach or negligant, performance in respect of the Contract of any reason you shall immediately pay all of our outstanding unpaid invoices, logether with any accrued interest. 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. 16.4

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on written notice.

The termination of the Contract, however arising, is without prejudice to the rights and obligations of the parties accrued prior to termination. Any clause which expressly or impliedly has effect after termination shall continue to be in full force notwithstanding termination.

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remediately within fifteen (15) days of us sending a written request to that effect, we may with immediately effect and by written notice to you take and/or deply all, either or any combination of manifest and the control of the co

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notice to you take and/or deploy all, either or any combination of the following remedial actions and sanctions:

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ualidity, construction and performance of the Contract and these Terms of Sale shall be ned by English Law. You agree to submit to the exclusive jurisdiction of the English Courts.