

**STANDARD CONDITIONS OF SALE**  
**BUCHER MUNICIPAL LIMITED**

**The Customer's attention is particularly drawn to the exclusions and limitations of liability at Conditions 21 and 22.**

1. In these Conditions:
  - A. "the Company" means Bucher Municipal Limited;
  - B. "the Contract" means any contract between the Company and the Customer for the sale and purchase of the Goods formed in accordance with Condition 4;
  - C. "the Customer" means the person named in the Order;
  - D. "the Goods" means the goods set out in the Order which the Company is to supply in accordance with these Conditions; and
  - E. "the Order" means the Customer's order for the supply of Goods set out in the Customer's acceptance of the Company's tender or quotation.
2. No representative or agent of the Company has any authority to vary or add to these Conditions except with the Company's official confirmation in writing from its head or branch office.
3. Subject to any variation under Condition 2 or as otherwise agreed under any distribution agreement between the Company and the Customer, the Contract will be upon these Conditions to the exclusion of all other terms and conditions and all previous oral or written representations, including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order or similar document (whether or not such document is referred to in the Contract) and any terms and conditions which may otherwise be implied by trade, custom, practice or course of dealing.
4. Any tender or quotation given by the Company will be valid for a period of 30 days from and including its date. If the Customer fails to respond to the tender or quotation within such 30 day period, then it is deemed withdrawn. The Order constitutes an offer by the Customer to purchase the Goods from the Company on these Conditions. A Contract will only be formed when the Company provides written confirmation that it has accepted the Order subject to the approval of the Customer's credit. For the avoidance of doubt, the Company is under no obligation to accept the Order. Any price quoted is exclusive of any applicable value added tax (and any other similar or equivalent taxes, duties, fees and levies imposed from time to time by any government or other authority), which the Customer shall be additionally liable to pay to the Company at the rate prescribed by law from time to time.
5. The Company will be entitled to increase the price of the Goods following any changes in the specification made both at the request of the Customer and agreed by the Company or to cover any extra expense as a result of the Customer's instructions or lack of instructions.
6. Shipping quotations provided are current only and the actual invoice will be based on prices ruling at date of despatch. The Company reserves the right to make a handling charge of Goods returned against Orders correctly executed.
7. Any information from the Customer necessary to enable the Company to proceed with any Order must be furnished within a reasonable time, otherwise the Company may at its option cancel the Order or charge the Customer an additional price for the delay. In case of cancellation, the Customer will be liable to the Company for any loss incurred by it.
8. Times or dates for delivery or performance will not be the essence of the Contract. Any delivery or performance dates are business estimates only. The Company will endeavour to deliver or perform by the time or date given but will not accept cancellation or be liable for loss claimed to have arisen from any delay.
9. Unless specifically warranted or guaranteed in writing by the Company no dimensions, details or statements as to capacity, output or power specified or contained in any drawings, catalogues, shipping specifications or other documents or any illustrations referred to are to be treated as contractual or binding. The Company reserves the right to make changes to such drawings, catalogues, shipping specifications, documents and/or illustrations at its sole discretion or as conditions beyond its control may require.
10. The Company may invoice the Customer for the Goods at any time following written confirmation of the Order by the Company in accordance with Condition 4. Subject to any special terms agreed in writing between the Company and the Customer, payments for the Goods shall be made to the Company in the currency specified in the relevant Order within 7 days from the date of the invoice. Cheques must be made payable to the Company and no payment will be deemed to have been received until the Company has received cleared funds.
11. For export orders, payment shall be made in the currency specified in the relevant Order prior to shipment, unless expressly otherwise stated by the Company.
12. All payments to be made by the Customer under the Contract will be made in full without any set-off, restriction or condition and without any deduction or withholding for or on account of any counterclaim or any present or future taxes, levies, duties, charges, fees, deductions or withholdings of any nature, unless the Customer is required by law to make any such deduction or withholding.
13. The Contract price will be payable by the Customer in strict accordance with the terms of the Contract notwithstanding any delay in delivery or performance under the Contract or any adjustment or corrections of minor defects by the Company which may suspend performance of any contractual obligation to the Customer so long as any account of that Customer is overdue. Interest at 1% above the base lending rate of Barclays Bank with a minimum of 10% per annum will be charged on all overdue accounts from the due date until payment is made in full. The Company will be entitled to suspend deliveries of the Goods until the outstanding amount has been received by the Company from the Customer.
14. Legal and beneficial ownership of the Goods will not pass to the Customer until the Company has received in full cleared funds all sums due to it in respect of the Goods and all other sums which are or which become due to the Company from the Customer on any account, unless agreed in writing between the Company and the Customer.
15. Delivery of the Goods will be made FCA (Incoterms 2010) unless expressly otherwise agreed by the Company in writing. In the event that delivery is made by the Company before the Company receives payment in cleared funds in accordance with Condition 14, the Customer accepts responsibility for safety of the Goods and takes the risk of any loss or damage thereto howsoever caused which may occur before ownership of the Goods passes to the Customer, and the Customer shall indemnify the Company for any loss of or damage to the Goods while in the Customer's possession.
16. Until ownership of the Goods has passed to the Customer, the Customer will:
  - 16.1 hold the Goods on a fiduciary basis as the Company's bailee;
  - 16.2 store the Goods (at no cost to the Company) separately from all other Goods of the Customer or any third party in such a way that they remain readily identifiable as the Company's property;
  - 16.3 not remove, destroy, deface or obscure any identifying mark, name, number, plate or packaging on or relating to the Goods; and
  - 16.4 maintain the Goods in satisfactory condition and keep the Goods insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company and will, whenever requested by the Company, produce a copy of the policy of insurance.
17. The Customer's right to possession of the Goods will terminate immediately if, before ownership of the Goods passes to the Customer in accordance with Condition 14, any of the circumstances set out in Condition 24 occur. The Company will be entitled to recover payment for the Goods notwithstanding that title in any of the Goods has not passed from the Company.
18. The Company endeavours to ensure that all the Goods are free from material defects in design, materials or workmanship and undertakes to repair or replace free of charge any part supplied by the Company which is proved to the reasonable satisfaction of the Company to be defective during the first two thousand hours of operation or within a period of twelve months from the date of delivery (whichever is earlier) by reason of any defective workmanship or materials in accordance with, and subject to, the terms of its warranty, a copy of which is available upon request from the Company.
19. All Goods and work shall be deemed to have been accepted by the Customer as in complete conformity with the Contract unless within a reasonable

- time after actual receipt by the Customer of the Goods written notice is given to the Company specifying grounds for the Customer's dissatisfaction.
20. Nothing in the Contract will operate to limit or exclude the Company's liability (if any) to the Customer:
- 20.1 for breach of the Company's obligations arising under section 12 Sale of Goods Act 1979 or section 2 Sale and Supply of Goods and Services Act 1982;
  - 20.2 for personal injury or death resulting from the Company's negligence;
  - 20.3 for any matter for which it would be illegal for the Company to exclude or to attempt to exclude its liability; or
  - 20.4 for fraud.
21. Except as provided in Conditions 18 and 20, the Company will be under no liability to the Customer whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any injury, death, damage or direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused arising out of or in connection with:
- 21.1 any of the Goods, or the manufacture or sale or supply, or failure or delay in supply, of the Goods by the Company or on the part of the Company's employees, agents or sub-contractors;
  - 21.3 any breach by the Company of any of the express or implied terms of the Contract;
  - 21.3 any use made or resale by the Customer of any of the Goods, or of any product incorporating any of the Goods;
  - 21.4 any statement made or not made, or advice given or not given, by or on behalf of the Company.
22. Except as set out in Conditions 18 and 20, the Company hereby excludes to the fullest extent permissible in law, all conditions, warranties and stipulations, express (other than those set out in the Contract) or implied, statutory, customary or otherwise which, but for such exclusion, would or might subsist in favour of the Customer.
23. If performance of any obligation accepted by the Company is prevented, delayed or interfered with by acts, events, omissions or accidents beyond the reasonable contemplation and control of the Company including, without limitation, strikes, lockouts or other industrial disputes (whether involving the work force of the Company or otherwise), protest, act of God, war, or national emergency, an act of terrorism, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, explosion, flood, storm, epidemic or default of suppliers or subcontractors the Company will not be in breach of the Contract or otherwise liable to the Customer and may at its discretion suspend performance or cancel the obligation and shall be paid a reasonable price for the work already done.
24. The Company may terminate the Contract immediately by giving written notice to the Customer if the Customer:
- 24.1 is in material breach of any of the terms of the Contract and, where the breach is capable of remedy, the Customer fails to remedy such breach within 30 days' written notice from the Company specifying the breach and requiring it to be remedied. Failure to pay any sums due in accordance with Condition 10 is a material breach of the terms of the Contract which is not capable of remedy;
  - 24.2 becomes bankrupt, insolvent, makes any composition with its creditors, has a receiver or a provisional liquidator appointed over any of its assets, undertaking or income;
  - 24.3 has any distraint, execution or other process levied or enforced on any of its property;
  - 24.4 ceases to trade;
  - 24.5 the equivalent of any of the above occurs to the Customer under the jurisdiction to which the Customer is subject; or
  - 24.6 the Company reasonably anticipates that one of the above set of circumstances is about to occur.
25. The termination of the Contract howsoever arising is without prejudice to the rights, duties and liabilities of the Customer and the Company accrued prior to termination and any Conditions that shall continue to be enforceable notwithstanding termination.
26. The Company will be entitled to suspend any deliveries otherwise due to occur following service of a notice specifying a breach under Condition 24.1, until either the breach is remedied or the Contract terminates, whichever occurs first.
27. The Customer acknowledges and agrees that certain Goods, (the "Telematics Vehicles"), may be fitted with a telematics system (the "System"). The System gathers, records and stores certain vehicle, performance and environmental data (the "Data") from the Telematics Vehicles and transmits the Data to the Company (or to an IT services provider acting on behalf of the Company). In the future, and subject to the Customer's agreement in writing, the System may also receive data.
28. The Customer and the Company agree that:
- 28.1 the Customer consents to the Company's use of and access to the System and the gathering, recording, storing, transmitting and use of the Data;
  - 28.2 the Data may include, without limitation, information relating to the Telematics Vehicles' identity, performance, location and operation, including diagnostics;
  - 28.3 all Data is and will remain the property of the Company;
  - 28.4 the Company and third parties authorised by the Company may view, access and use the Data as part of their business;
  - 28.5 to the extent that the Company or its authorised third parties wishes to use the Data for marketing, environmental reporting or other similar purposes, they will do so only in a form that is sufficiently anonymised so that the Customer cannot reasonably be identified by such use of the Data unless that use is authorised in advance and in writing by the Customer; and
  - 28.6 the Company may disclose the Data to the extent that it is required to do so by law or any governmental or regulatory authority.
29. Subject to the Customer and the Company agreeing and executing an additional and separate licensing agreement and the Customer paying the relevant fees, the Company may grant the Customer access to some or all of the Data (as agreed), solely in relation to the Telematics Vehicles which the Customer has purchased.
30. The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Contract and no third party shall be capable of enforcing the rights of the Customer hereunder unless agreed in writing by the Company.
31. The Customer must satisfy himself that the Goods ordered meet all local laws and regulations.
32. Each of Company and the Customer represent and warrant to the other that it has complied with all laws and regulations applicable to their respective activities hereunder, including, without limitation, the Bribery Act 2010, any other applicable laws or international conventions of similar effect, and any regulations implementing any such laws or conventions. The Customer further represents and warrants that it has not participated in, and will not participate in, any conduct in connection with these Conditions that violates the Company's anti-bribery policy (as notified to the Customer).
33. Each of the Customer and the Company undertakes that it will comply with all applicable data protection laws in connection with the performance of its obligations under the Contract, including the General Data Protection Regulation (GDPR) (EU) 2016/679.
34. The Contract is governed in all respect by English Law and the Customer submits to the exclusive jurisdiction of the English Courts.