

**IRIZAR U.K. LIMITED
TERMS & CONDITIONS – PURCHASE OF NEW VEHICLES**

The Customer's attention is particularly drawn to the provisions of clauses 7 (Delivery and Performance), 9 (Warranties), 11 (Limitation of Liability), 12 (Customer Indemnity) and 13 (Termination).

Clause 6 (Part Exchange) should also be read carefully if a customer vehicle is being sold as part exchange for a new vehicle.

1. Definition and Interpretation**1.1 Definitions:**

Additional Warranty Period: such additional warranty period commencing on expiry of the Initial Warranty Period as may be specified in the Order.

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Company: Irizar U.K. Limited, a company registered in England with company number 07611299 and whose registered office is at C/O Irizar U.K., Symmetry Way, Symmetry Park, Blyth, Worksop, Nottinghamshire, S81 8PU.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 13.3.

Contract: the contract between the Company and the Customer for the sale and purchase of the Vehicle(s) in accordance with these Conditions and the signed Order.

Customer: means the entity purchasing the Vehicle(s), as set out in the Order.

Delivery Location: the Company's premises, unless otherwise specified in the Order.

Force Majeure Event: any event, circumstance or cause beyond the Company's reasonable control, including, acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil commotion or riots, war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, any law or any action taken by a government or public authority, any labour or trade dispute, strikes, industrial action or lockouts and non-performance by suppliers or subcontractors.

Initial Warranty Period: 24 (twenty-four) months from the date of delivery.

Order: the Customer's order for the Vehicle(s), as set out in the order form annexed to or accompanying these Conditions.

Part Exchange: has the meaning set out in clause 6.1.

Part Exchange Vehicle: any vehicle that is the subject of a Part Exchange.

Specification: any specification for the Vehicle(s), including any related plans and drawings and details of any customisation and/or modification of the Vehicle(s), that is agreed in writing by the Customer and the Company, as set out, appended to or referred to in the Order.

Vehicle(s): the vehicle(s) set out in the Order.

1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 A reference to a party includes its personal representatives, successors and permitted assigns.

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

1.5 Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

1.6 A reference to writing or written includes email (but not fax).

2. Applicable Conditions and Basis of Contract

2.1 These Conditions shall apply to and govern all Contracts for the supply of Vehicle(s) by Irizar UK Ltd ("the Company"). Unless otherwise expressly agreed in writing by the Company (for example, in an Order), these Conditions supersede and exclude all terms, conditions or warranties stipulated or referred to by the Customer, its servants or agents expressly or by implication in any document emanating from the Customer or otherwise, or made orally by any person acting or purporting to act on behalf of the Company. In the case of conflict between any terms of these Conditions and an Order, the terms of the Order shall prevail.

2.2 The Order constitutes an offer by the Customer to purchase the Vehicle(s) in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.

2.3 A quotation for the Vehicle(s) given by the Company shall not constitute an offer. An order must be placed by the Customer in response to a quotation within 28 days of the date of quotation, failing which, the quotation shall be deemed to have been withdrawn.

2.4 The Company may decline any Order upon receipt and may withdraw or amend any quotation at any time prior to the Company's acceptance of an Order.

2.5 The Order shall only be deemed to be accepted when the Company issues a written acceptance of the Order, at which point the Contract shall come into existence. If the Customer gives any delivery instructions or does anything in confirmation of any transactions for the purchase of Vehicle(s) from the Company after the Customer's receipt of this document the Customer is deemed to accept these Conditions. The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

2.6 Any samples, drawings, photographs, descriptive matter or descriptions, or advertising produced by the Company and any descriptions or illustrations contained in the Company's catalogues, brochures or online content are produced for the sole purpose of giving an approximate idea of the Vehicle(s) referred to in them. They shall not form part of the Contract nor have any contractual force.

3. Vehicle(s)

3.1 The Vehicle(s) are described in the Specification.

3.2 If and to the extent that the Vehicle(s) are manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties, legal and other reasonable professional costs and expenses) suffered or incurred by the Company in connection with any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Company's use of the Specification. This clause 3.2 shall survive termination of the Contract.

- 3.3 Following commencement of the Contract, the Customer may apply to amend the Specification by giving a written request to the Company setting out the proposed amendment for the Company's approval (**Specification Change**). The Company is under no obligation to approve a Specification Change but shall consider such request within a reasonable time period and in a reasonable manner, and (at its own discretion) shall confirm within a reasonable time period whether the Specification Change is approved. If a Specification Change is approved, then the Company shall provide the Customer with an updated Specification reflecting the Specification Change within 10 (ten) Business Days of approval and all references to Specification within the Contract shall be to the updated Specification as modified by the Specification Change.
- 3.4 The Company reserves the right to amend the Specification at any time if required by any applicable statutory or regulatory requirement, and the Company shall notify the Customer in any such event.
4. **Basis of Prices**
- 4.1 The price of the Vehicle(s) shall be the price set out in the Order, or, if no price is quoted, the price set out in the Company's published price list in force at the date of delivery.
- 4.2 All prices:
- 4.2.1 are exclusive of value added tax (VAT) which, if applicable, shall be added at the rate prevailing at the tax point date and which the Customer shall be liable to pay;
- 4.2.2 unless otherwise stated in the Order, do not include the costs and charges of insurance and transport of the Vehicle(s) to the Customer's premises from the Company's UK base, which where applicable shall also be invoiced to the Customer.
- 4.3 The Company may, by giving notice to the Customer at any time before delivery, increase the price of the Vehicle(s) to reflect any increase in the cost of the Vehicle(s), including any increase that is due to:
- 4.3.1 any factor beyond the Company's control (including foreign exchange fluctuations, increases in taxes and duties and increases in labour, materials and other manufacturing costs);
- 4.3.2 any request by the Customer to change the delivery date(s), quantity or type of Vehicle(s) ordered, or the Specification; or
- 4.3.3 any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate or accurate information or instructions.
5. **Terms of Payment**
- 5.1 Subject to clause 5.2, the Customer shall pay a deposit to the Company on account of the value of each Vehicle specified in an Order in the amount specified in the Order, or if not specified, in the sum of £10,000 (ten thousand pounds) (plus any applicable VAT) per Vehicle, on the date of commencement of the Contract. The deposit shall be paid to the Company absolutely and is not refundable (other than as detailed under clauses 7.4 and 13.5).
- 5.2 The Company may in its absolute discretion determine (i) to accept a purchase order number in lieu of a deposit; or (ii) that a deposit or purchase order from the Customer is not required, and any such decision shall be specified in the Order.
- 5.3 The Company shall not (and is under no obligation to) commence production of the Vehicle(s) until:
- 5.3.1 the Contract has commenced; and
- 5.3.2 where a deposit or purchase order from the Customer is required, it has been received by the Company (in cleared funds in respect of the deposit).
- 5.4 Unless otherwise expressly stated in the Order, payment for the full price of the Vehicle(s) is due on or before delivery by cleared funds.
- 5.5 All invoices are payable within 7 (seven) days of the date of the invoice. Time of payment shall be of the essence of the Contract.
- 5.6 If the Customer fails to make payment due to the Company under the Contract by the due date, then, without limiting the Company's remedies under clause 12, the Customer shall pay interest on any overdue sum from the due date until payment of the overdue sum, whether before or after judgement. Interest under this clause 5.6 will accrue each date at 4% a year above the Royal Bank of Scotland plc base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 5.7 If under the Contract deliveries are required in instalments, each Vehicle may be invoiced and paid for separately.
- 5.8 All payments shall be made in full without any set off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 5.9 Payments shall not be withheld on account of minor omissions or defects which do not affect the commercial use of Vehicle(s).
6. **Part Exchange**
- 6.1 The Company may accept one or more used vehicles from the Customer in part exchange for the Vehicle(s) (**Part Exchange**). The details of any Part Exchange shall be agreed in writing between the parties and specified in the Order.
- 6.2 The Customer warrants and undertakes to the Company that:
- 6.2.1 on delivery to the Company any Part Exchange Vehicle will be in the same condition as specified in the Order and that all mechanical and electrical parts of and fitting to the running gear, chassis and bodywork of the vehicle will be in good and working order unless otherwise stated in the Order, including in particular that:
- 6.2.1.1 any glass should be free of any defects and/or damage; and
- 6.2.1.2 all tyres must have a minimum tyre tread of 6mm;
- 6.2.2 unless otherwise stated in the Order.
- 6.2.2 all information submitted by the Customer in relation to a Part Exchange Vehicle is correct and accurate;
- 6.2.3 any Part Exchange Vehicle will benefit from an MOT test certificate which shall be valid for at least 9 months from the date of delivery of the vehicle to the Company; and
- 6.2.4 where the Part Exchange Vehicle is not subject to any hire purchase agreement, business contract purchase agreement, lease purchase or other finance agreement, charge or other encumbrance resulting in a third party owning the legal and/or beneficial title to the Part Exchange Vehicle, that the Customer is the sole legal and beneficial owner of the Part Exchange Vehicle.
- 6.3 If any Part Exchange Vehicle does not meet the requirements of clause 6.2, without prejudice to any other rights or remedies that the Company may benefit from, the Company may, in its own discretion:
- 6.3.1 reject the Part Exchange Vehicle without any liability to the Customer and without prejudice to the rest of the Order for the Vehicle(s) (excluding the Part Exchange), which shall remain in full force and effect;
- 6.3.2 vary the Company's valuation of the Part Exchange Vehicle or otherwise declare it null and void;
- 6.3.3 terminate the Contract immediately on written notice without any liability to the Customer, and recover from the Customer any costs, expenses, loss or damage which the Company has or may incur as a result of such termination;

- 6.3.4 where the requirements that haven't been met concern the condition of the vehicle, require the Customer to carry out repairs to and replace parts of the vehicle sufficient to put the vehicle into the same condition as specified in the Order, at the Customer's sole cost and within 7 days of the Company requiring the Customer to do so;
- 6.3.5 carry out the works described in clause 6.3.4 itself and either:
- 6.3.5.1 recover the cost of doing so from the Customer as a debt; or
- 6.3.5.2 deduct the cost of doing so from the valuation of the Part Exchange Vehicle as specified in the Order,
- or a combination of the two.
- 6.4 Where a Part Exchange is agreed in an Order, subject to the terms of this clause 6 and following transfer of title to the Part Exchange Vehicle to the Company in accordance with clauses 10.8 or 10.9 (as applicable), the price of the Vehicle(s) shall be credited in the same amount as the valuation of the Part Exchange Vehicle set out in the Order, following deduction of any costs specified in clause 6.3.5 and/or the costs (of the Company or otherwise) of settling any outstanding finance, charge or encumbrance on the Part Exchange Vehicle.
- 7. Delivery and Performance**
- 7.1 The Company shall deliver the Vehicle(s) to the Delivery Location at any time after the Company notifies the Customer that the Vehicle(s) are ready. Unless otherwise stated in the Order, a pre-condition for delivery is the payment in full and cleared funds of the outstanding amount due for the Vehicle(s) being delivered.
- 7.2 Delivery is completed on the completion of arrival of Vehicle(s) at the Delivery Location and completion of the relevant DVLA registration requirements to transfer the ownership of the Vehicle to the Customer.
- 7.3 **Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Company shall not be liable for any delay in delivery of the Vehicle(s) and shall not be responsible for any loss or damage caused to the Customer by any delay.**
- 7.4 Subject to clause 7.5, if the Company fails to deliver the Vehicle(s) within 4 (four) months of the delivery date initially quoted by the Company, the Customer may:
- 7.4.1 in relation to an Order for one Vehicle only, terminate the Contract immediately by giving written notice to the Company; or
- 7.4.2 in relation to an Order for more than one Vehicle, cancel the part of the Order relating to the relevant Vehicle(s) on giving written notice to the Company, in which case the Order shall be deemed to have been varied to take into account such cancellation and provided that the Order and the Contract shall otherwise remain in full force and effect;
- and in such circumstances the Company shall reimburse the Customer the deposit paid in respect of the relevant Vehicle(s) within 14 days of the date of termination or cancellation (as applicable), and shall have no further obligation to the Customer under the Contract in respect of the relevant Vehicle(s).
- 7.5 The Company shall have no liability for any delay or failure to deliver the Vehicle(s) if and to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Vehicle(s).
- 7.6 If the Customer fails to take or accept (as applicable) delivery of the Vehicle(s) within three Business Days of the Company notifying the Customer that the Vehicle(s) are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Company's failure to comply with its obligations under the Contract in respect of the Vehicle(s):
- 7.6.1 delivery of the Vehicle(s) shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which the Company notified the Customer that the Vehicle(s) were ready; and
- 7.6.2 the Company may store the Vehicle(s) until actual delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 7.7 If 10 (ten) Business Days after the day on which the Company notified the Customer that the Vehicle(s) were ready for delivery the Customer has not taken or accepted (as applicable) actual delivery of them, the Company may resell or otherwise dispose of part or all of the Vehicle(s) and, after deducting reasonable storage and selling costs, charge the Customer for any shortfall below the price of the Vehicle(s).
- 7.8 The Customer agrees and acknowledges that the Company may, and at its own discretion, drive a vehicle which the Customer has agreed to purchase for the purpose of delivering it to the Delivery Location and/or for test purposes (including pre-delivery inspections). The fact that such vehicle has been driven for such purposes shall not mean that it is not a new vehicle, in particular with regards to the content of the Order and any Specification.
- 7.9 Where the Specification includes any customisation, modification and/or conversion of the Vehicle(s) to be carried out by a third party, notwithstanding that that third party may have been instructed by the Company, if the Customer and that third party agree any changes to the proposed customisation, modification and/or conversion of the Vehicle(s) directly between each other, the Customer shall inform the Company of such changes in writing promptly and in any event within 3 Business Days.
- 8. Delivery by Instalments**
- 8.1 For the purposes of this clause 8, each Vehicle under an Order for more than one Vehicle shall be considered an instalment.
- 8.2 The Company may deliver an Order by instalments. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel the Order.
- 8.3 Failure by the Company to make delivery of any instalment in accordance with the Contract shall not entitle the Customer to treat the Contract as repudiated or otherwise terminate the Contract.
- 8.4 Acceptance by the Customer of delivery of each instalment and payment thereof in accordance with the terms of clause 5 are conditions precedent to the Company's obligations to deliver further instalments. If the Customer fails to accept or pay for delivery of any instalment under an Order in accordance with the Contract, the Company shall have the right to cancel any other instalment that has not yet been delivered without any liability to the Customer (without prejudice to any other right or remedy the Company may have against the Customer) and the termination right at clause 13.1.8 shall apply.
- 9. Warranties**
- 9.1 All Vehicle(s) shall be deemed to have been examined on receipt by the Customer or its authorised representative upon the Customer or its authorised representative signing the appropriate delivery note or if appropriate rejecting the Vehicle(s).
- 9.2 Where the Company has agreed to deliver the Vehicle(s) it will at its option repair or replace free of charge all Vehicle(s) damaged in transit provided that both the carriers (if any) and the Company itself receive written notification with clear photographs of such damage as soon as possible and not later than 24 hours after delivery to the Customer (excluding

- Sundays, Bank Holidays and Christmas Day) and written notification of such damage within 7 days after delivery to the Customer.
- 9.3 In the case of Vehicle(s) manufactured by or under direct control of the Company (but not any Vehicle(s) which the Company supplies but has not manufactured), the Company warrants that on delivery and for the Initial Warranty Period and, subject to clause 9.5, the Additional Warranty Period, the Vehicle(s) shall:
- 9.3.1 conform in all material respects with the Specification; and
- 9.3.2 be free from any material defects in design, material and workmanship.
- 9.4 Subject to clause 9.6, if:
- 9.4.1 the Customer gives notice in writing to the Company during the Initial Warranty Period or, subject to clause 9.5, the Additional Warranty Period (as the case may be), within a reasonable time of discovery that some or all of the Vehicle(s) do not comply with the warranty set out in clause 9.3 (or in the case of damage in transit, in accordance with clause 8.2);
- 9.4.2 the Company is given a reasonable opportunity of examining such Vehicle(s); and
- 9.4.3 the Customer (if asked to do so by the Company) returns the Vehicle(s) to the Company's place of business at the Customer's cost,
- the Company shall, at its option, repair or replace the defective Vehicle(s), or refund the price (or the relevant part of the price according to the nature and extent of the defect) of the defective Vehicle(s) less any depreciation value since delivery together with any freight, transport, and insurance costs incurred by the Customer.
- 9.5 Clauses 9.3 and 9.4 shall only apply to the Additional Warranty Period if:
- 9.5.1 any costs or charges due in respect of the Additional Warranty Period have been paid in full in cleared funds by the Customer; and
- 9.5.2 the matter giving rise to a notification under clause 9.4.1 has arisen following payment in full in cleared funds of the costs and/or charges referred to in clause 9.5.1.
- 9.6 The Company shall not be liable for Vehicle(s) failure to comply with the warranty set out in clause 9.3 if:
- 9.6.1 the Customer makes any further use of Vehicle(s) after giving notice in accordance with clauses 9.2 or 9.4 (as applicable);
- 9.6.2 the defect arises because the Customer failed to follow the Company's oral or written instructions as to the use and maintenance of the Vehicle(s) or (if there are none) good trade practice regarding the same;
- 9.6.3 the defect arises because the Customer failed to maintain the Vehicle(s) to any applicable manufacturer's recommended standard;
- 9.6.4 the defect arises as a result of the Company following any Specification supplied by the Customer;
- 9.6.5 the defect arises in or as a result of or in connection with any customisation, modification and/or conversion of the Vehicle(s) that is either:
- 9.6.5.1 not included in the Specification; and/or
- 9.6.5.2 carried out by a third party, where the Customer has instructed that third party itself and/or is obliged to pay (or has paid) that third party (other than via any payment made to the Company) in respect of the customisation, modification, and/or conversion works;
- 9.6.6 the Customer alters or repairs such Vehicle(s) without the written consent of the Company;
- 9.6.7 the defect arises as a result of fair wear and tear, wilful damage, negligence, abnormal working conditions; or
- 9.6.8 the Vehicle(s) differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirement.
- 9.7 In relation to Vehicle(s) supplied but not manufactured by the Company, the Company shall use its reasonable endeavours to pass to the Customer the benefit of any warranties or rights it may have or receive from any manufacturer or supplier of those Vehicle(s) (if any).
- 9.8 Where Vehicle(s) supplied by the Company are modified or altered by a third party (which means, in this case, modified by someone other than the Company or a member of the Company's group), the Company accepts no liability whatsoever for any losses or damage suffered by the Customer caused by or attributable to those modifications including, to avoid doubt, loss or damage of the Vehicle(s) or the Customer's property. In such a case, the Customer agrees that its sole remedy shall be against the person that performed the modifications.
- 9.9 The Company's liabilities under this clause shall be in lieu of any warranty or condition implied by law as to quality or fitness for purpose.
- 9.10 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 9.11 Except as provided in this clause 9, the Company shall have no liability to the Customer in respect of the Vehicle(s) failure to comply with the warranty set out in clause 9.3.
- 9.12 These Conditions shall apply to any repaired or replacement Vehicle(s) supplied by the Company.
- 10. Passing of Title and Risk**
- 10.1 Risk in the Vehicle(s) shall pass to the Customer upon delivery and the Customer will be responsible for insurance thereafter.
- 10.2 Title to the Vehicle(s) shall not pass to the Customer (or, in the case of purchase of Vehicle(s) using third party funding, to the third party funder) until the Company receives payment in full in cleared funds for the Vehicle(s) and delivery pursuant to clause 7 (and clause 8, where applicable) has occurred.
- 10.3 Where it has been expressly agreed in the Order that delivery of Vehicle(s) shall take place prior to payment, until title has passed to the Customer or any third party funder pursuant to clause 10.2, the Customer shall:
- 10.3.1 store the Vehicle(s) in a manner that ensures the Vehicle(s) remain readily identifiable as the Company's property;
- 10.3.2 not remove, deface or obscure any identifying mark on or relating to the Vehicle(s);
- 10.3.3 maintain the Vehicle(s) in satisfactory condition and keep them insured on the Company's behalf for the Vehicle(s) full price against all risks with an insurer that is reasonably acceptable to the Company. The Customer shall obtain an endorsement of the Company's interest in the Vehicle(s) on its insurance policy, subject to the insurer being willing to make the endorsement. On request the Customer shall allow the Company to inspect the Vehicle(s) and the insurance policy; and
- 10.3.4 give the Company such information as the Company may reasonably require from time to time relating to:
- 10.3.4.1 the Vehicle(s); and
- 10.3.4.2 the ongoing financial position of the Customer.
- 10.4 At any time before title to the Vehicle(s) passes to the Customer or any third party funder pursuant to clause 10.2, the Company may require the Customer to deliver up the Vehicle(s) in question, and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the relevant Vehicle(s) is stored in order to recover them.

- 10.5 The Customer may not resell or otherwise deal with the Vehicle(s) falling under clause 10.3 prior to the Company receiving payment in full in cleared funds for the Vehicle(s) and delivery pursuant to clause 7 (and clause 8, where applicable) having occurred.
- 10.6 Subject to compliance with the obligations contained in this clause 10, the Customer may use the Vehicle(s) falling under clause 10.3 within its ordinary course of business.

Part Exchange Vehicles

- 10.7 Risk in any Part Exchange Vehicle shall pass to the Company upon transfer of legal and beneficial title to the Company in accordance with clauses 10.8 and 10.9 (as applicable).
- 10.8 Where the Customer is the sole legal and beneficial owner of a Part Exchange Vehicle in accordance with clause 6.2.4, and subject to the rights of the Company to reject the Part Exchange Vehicle or terminate the Contract under clause 6.3, title to the Part Exchange Vehicle shall pass to the Company on delivery of the Part Exchange Vehicle to the Company's premises.
- 10.9 Where the Customer is not the sole legal and beneficial owner of a Part Exchange Vehicle in accordance with clause 6.2.4, the Customer shall procure the passing of title to Part Exchange Vehicle immediately following the settlement and/or discharge of any relevant hire purchase agreement, business contract purchase agreement, lease purchase or other finance agreement, charge or other encumbrance.
- 10.10 The Customer shall execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to clauses 10.8 and 10.9.

11. Limitation of liability

- 11.1 References to liability in this clause 11 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 11.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for: death or personal injury caused by negligence; fraud or fraudulent misrepresentation; breach of the terms implied by section 12 of the Sale of Vehicle(s) Act 1979; or defective products under the Consumer Protection Act 1987.
- 11.3 Subject to clauses 11.2 and 11.4, the Company's total aggregate liability to the Customer arising out of or in connection with the performance or contemplated performance of the Contract shall not exceed the total amounts paid to the Company in cleared funds by the Customer for the Vehicle(s) under the Order in the contract year in which the liability arose. For the purposes of this clause 11.3 a **contract year** means a 12 month period commencing with the commencement date of the Contract or any anniversary of it.
- 11.4 The Company's total aggregate liability to the Customer in respect of:
- 11.4.1 any breach of the Company's warranty contained in clause 9.3; or
- 11.4.2 any other losses;
- arising out of or in connection with any customisation, conversion and/or modification works carried out by a third party, shall be limited to the amounts that the Company is able to actually recover from that third party in respect of such breach or losses, less any deductions or withholding of tax as required by law.
- 11.5 Subject to clause 11.2, the following types of loss are wholly excluded: loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; loss of use or corruption of software, data or information; loss of or damage to goodwill; and any indirect or consequential loss.
- 11.6 This clause 11 shall survive termination of the Contract.

12. Customer Indemnity

- 12.1 The Customer shall indemnify and keep indemnified **the Company** from and against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by it arising out of or in connection with:
- 12.1.1 any act or omission by the Customer that is in breach of the Contract;
- 12.1.2 any breach of the warranties and undertakings set out in clause 6.2; and
- 12.1.3 any third party claim relating to the provision, supply or use of the Vehicle(s) or any Part Exchange Vehicle if and to the extent that any such claim relates to any act, neglect or default of the Customer.

13. Termination

- 13.1 Without limiting its other rights or remedies, the Company may terminate this Contract with immediate effect by giving written notice to the Customer if:
- 13.1.1 the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 (thirty) days of that party being notified in writing to do so;
- 13.1.2 the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- 13.1.3 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;
- 13.1.4 the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy;
- 13.1.5 the Customer fails to pay any amount due under the Contract on the due date for payment;
- 13.1.6 clause 6.3.3 applies;
- 13.1.7 clause 7.7 applies; or
- 13.1.8 the Customer has not accepted or paid for delivery of any instalment as detailed under clause 8.4.
- 13.2 Without limiting its other rights or remedies, the Company may suspend provision of the Vehicle(s) under the Contract or any other contract between the Customer and the Company if the Customer becomes subject to any of the events listed in clause 13.1.2 to clause 13.1.4 (inclusive), or the Company reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 13.3 Without limiting its other rights or remedies, the Company may terminate this Contract with immediate effect by giving written notice to the Customer if there is a change to any applicable laws, statutory requirements or regulatory requirements that has or may have any adverse effect on the Company's business and/or the production of Vehicle(s) (including in relation to the costs and commercial viability of such production to the Company).

- 13.4 On termination of the Contract for any reason the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Vehicle(s) supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Customer immediately on receipt.
- 13.5 If the Contract is terminated pursuant to clause 13.3, the Company shall reimburse the Customer the deposit paid in respect of the relevant Vehicle(s) within 14 days of the date of termination, and shall have no further obligation to the Customer under the Contract in respect of the relevant Vehicle(s).
- 13.6 Without limiting its other rights or remedies, termination of the Contract by the Company pursuant to clauses 13.1 and 13.3 shall permit the Company to resell or otherwise dispose of part or all of the affected Vehicle(s) at its discretion.
- 13.7 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 13.8 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.
14. **Force Majeure**
- 14.1 If the Company is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event, the Company shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 14.2 If the Force Majeure Event prevents, hinders or delays the Company's performance of its obligations for a continuous period of more than 3 (three) months, the Customer may terminate the Contract by giving 1 (one) month's written notice to the Company.
15. **General**
- 15.1 **Assignment and other dealings.**
- 15.1.1 The Company may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.
- 15.1.2 The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Company.
- 15.2 **Entire agreement.**
- 15.2.1 The Contract constitutes the entire agreement between the parties.
- 15.2.2 Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.
- 15.3 **Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 15.4 **Waiver.**
- 15.4.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 15.4.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 15.5 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 15.5 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 15.6 **Notices.**
- 15.6.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office.
- 15.6.2 Any notice shall be deemed to have been received: if delivered by hand, at the time the notice is left at the proper address, or if sent by pre-paid first-class post or other next working day delivery service, at 9:00am on the second Business Day after posting.
- 15.6.3 This clause 15.6 does not apply to the service of any proceeding or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 15.7 **Third party rights.** Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 15.8 **Confidentiality.**
- 15.8.1 Each party undertakes that it shall not at any time during the Contract and for a period of two years after termination of the Contract, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 15.8.2;
- 15.8.2 Each party may disclose the other party's confidential information:
- 15.8.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 15.8; and
- 15.8.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 15.8.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.
- 15.8.4 Neither party shall make, or permit any person to make, any public announcement concerning the existence, subject matter or terms of the Contract, the wider transactions contemplated by it, or the relationship between the parties, without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including any relevant securities exchange), any court or other authority of competent jurisdiction.
- 15.9 **Jurisdiction and Governing Law.** The Contract shall in all respects be governed by English Law and any disputes arising there under shall be subject to the exclusive jurisdiction of the English Courts.
- 15.10 **Cybersecurity.** It will be the customer's responsibility to validate the cybersecurity of any electronic component incorporated into the vehicle and not included in its homologation with the R155 and R156 standards, as well as the consequences it could have for the users and the safety of the vehicle. Examples of such components would be, among

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others, passenger infotainment systems, FMS fleet tracking, information panels, etc. Irizar is excluded from any responsibility for the use of these components when they are chosen or imposed by the client and exceed Irizar's scope.