

1	Definitions and interpretation	representatives, successors and permitted assigns;	shall not be liable for any other costs associated with such a cancellation.
1.1	In these Conditions the following definitions apply:	1.2.4	4
Bribery Laws	means the Bribery Act 2010 and all other applicable UK legislation, statutory instruments and regulations in relation to bribery or corruption;	a reference to a 'person' includes a natural person, corporate or unincorporated body and that person's personal representatives, successors and permitted assigns;	4.1
Business Day	means a day other than a Saturday, Sunday or bank or public holiday in London;	1.2.5	A deposit agreed between the parties shall be paid by Customer on acceptance of the Order. If Customer fails to take delivery of the Deliverables or cancels the Contract or fails to complete the Contract the deposit shall be retained by Company in addition to any other remedy that Company may have against Customer for breach of contract.
Company	means Watts Truck & Van Limited, registered in England and Wales under company number 02041427, whose registered address is Althorpe House, high Street, Lydney, Gloucestershire, GL15 5DD, VAT registration number 274931241;	1.2.6	4.2
Conditions	means Company's terms and conditions of purchase set out in this document;	1.2.7	Company shall invoice Customer for the Deliverables at any time.
Contract	means the agreement between Company and Customer for the sale and purchase of the Deliverables incorporating these Conditions and the Order;	1.2.8	4.3
Customer	means the person, partnership, company or organisation that purchases the Goods and/or Services of Company;	1.2.9	Unless otherwise agreed in writing, Customer shall pay all invoices in full without deduction or set-off in cleared funds within 7 days of the date of each invoice.
Deliverables	means Goods or Services or both as the case may be;	2	4.4
DVSA	means the Driver and Vehicle Standards Agency, an executive agency of the Ministry of Transport of the United Kingdom Government, and its successors;	Application of these Conditions	Time of payment is of the essence.
Force Majeure	means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster; war, riot or civil unrest; interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunication services or material required for performance of the Contract; third party industrial action, civil unrest or local or national emergency; but excluding Customer's inability to pay or circumstances resulting in Customer's inability to pay;	2.1	4.5
Goods	means goods and related accessories, spare parts and documentation and other physical material set out in the Order and to be supplied by Company to Customer;	2.2	Company may offer credit to Customer, subject to clause 4.5. Company may set and vary credit limits from time to time and withhold further supplies if Customer exceeds such credit limit.
Intellectual Property Rights	means copyright, patents, know-how, trade secrets, trademarks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, domain names and all similar rights and, in each case: (a) whether registered or not; (b) including any applications to protect or register such rights; (c) including all renewals and extensions of such rights or applications; (d) whether vested, contingent or future; (e) to which the relevant party is or may be entitled; and (f) in whichever part of the world existing;	2.3	4.6
Location	means the address(es) for delivery of Goods and performance of the Services as set out in the Order;	2.4	4.7
Order	means Company's order for the Deliverables as set out in Company's order form or confirmation orally or acceptance of Company's estimate or quotation;	2.5	Company may at any time obtain an updated credit check against Customer and vary or withdraw credit on 5 Business Days' notice, withholding supplies of the Deliverables and/or requiring payment in advance of future replies with immediate effect.
Price Services	has the meaning given in clause 3.1; means the services set out in the Order or understood by the parties to be included in the Services and to be supplied by Company to Customer;	2.6	5
Specification	means the description or specification of the Deliverables set out or referred to in the Order; and	2.7	Delivery and performance
VAT	means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Deliverables.	2.8	5.1
1.2	In these Conditions, unless the context otherwise requires:	2.9	5.2
1.2.1	a reference to the Contract includes these Conditions and the Order;	3	5.3
1.2.2	any clause or other headings in these Conditions are included for convenience and shall have no effect on the interpretation of these Conditions;	Price	5.4
1.2.3	a reference to a 'party' means either Company or Customer and includes that party's personal	3.1	5.5
		3.2	5.6
		3.3	5.7
		3.4	5.8
		3.5	5.9

<p>6 Risk and Title</p> <p>6.1 Risk in the Goods shall pass to Customer on Delivery.</p> <p>6.2 Title to Goods shall pass to Customer:</p> <p>6.2.1 once the Company has received payment in full and cleared funds for Deliverables; or</p> <p>6.2.2 immediately prior to Customer using or reselling the Goods in accordance with clause 6.4.</p> <p>6.3 Until title to the Goods has passed to the Customer, the Customer shall:</p> <p>6.3.1 store the Goods separately from all other goods held by Customer so that they remain readily identifiable as the Company's property;</p> <p>6.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;</p> <p>6.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Company's behalf from the date of delivery;</p> <p>6.3.4 notify the Company immediately if it becomes subject to any of the events listed in clause 17.1; and</p> <p>6.3.5 give to the Company such information relating to the Goods as the Company may require from time to time.</p> <p>6.4 Customer may use or resell the Goods in the ordinary course of its business until such time as it becomes aware or ought reasonably to have become aware that an event specified in clause 17.1.3 to 17.1.7 inclusive, has occurred or is likely to occur.</p> <p>6.5 If, at any time before title to the Goods has passed to Customer, Customer informs the Company, or Company reasonably believes, that Customer has or is likely to become subject to any of the events specified in clauses 17.1.3 to 17.1.7, Company may require Customer at Customer's expense to re-deliver the Goods to Company and if Customer fails to do so promptly, enter any premises where the Goods are stored and repossess them.</p> <p>7 Lien</p> <p>The Company shall have a general lien over any Customer property in its possession for any sum owed by Customer to Company on any account. Company shall have the right to sell such property as an agent for and at the expense of Customer and after accounting to Customer for any balance after deduction of the sums due and all expenses in exercising the lien, Company shall have no further liability in respect of such property.</p> <p>8 Specifications</p> <p>8.1 Descriptions and written specifications are for guidance only and should not be relied upon. Company has the right to supply Goods with variations in specifications and or updated or equivalent Goods that are reasonably fit for purpose where the purpose is stated in the Contract.</p> <p>8.2 If legislative changes are required between placing an Order and delivery then any additional costs of these changes will be paid by Customer.</p> <p>8.3 If a manufacturer changes specification of Goods or discontinues manufacture of Goods, Company may at its discretion cancel the Contract and return deposit to Customer.</p> <p>9 Warranty</p> <p>9.1 The Company warrants that, for a period of six months (the Warranty Period) that:</p> <p>9.1.1 Goods shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979 and shall be free from material defects in design, material and workmanship;</p> <p>9.1.2 Deliverables shall be fit for such purpose as is set out in the Order or if no purpose is stated in the Order, fit for a purpose for which such Goods are commonly supplied and shall comply with all applicable laws, standards and best industry practice; and</p> <p>9.1.3 Services shall be supplied with reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982, Part II, s 13;</p>	<p>9.2 Company shall, at its option, correct, repair, remedy, re-perform or refund the Deliverables that do not comply with clause 9.1, provided that:</p> <p>9.2.1 Customer serves a written notice on Company not later than five Business Days from delivery or performance in the case of defects discoverable by a physical inspection, or within a reasonable period of time from delivery or performance in the case of latent defects;</p> <p>9.2.2 such notice specifies that some or all of the Deliverables do not comply with clause 9.1 and identifying in sufficient detail the nature and extent of the defects; and</p> <p>9.2.3 gives Company a reasonable opportunity to examine the claim of the defective Deliverables.</p> <p>9.3 Where one exists, the benefit of any manufacturer's warranty and any warranty from any third party bodybuilders or specialist equipment Companies will be passed on to Customer in full and Company shall use its best endeavours to assist with and process any genuine claims.</p> <p>9.4 Unless otherwise agreed in writing, no warranty shall apply to service or second-hand or used Goods, all of which shall be provided on an "as is" basis. In such cases it will be the Customer's responsibility to satisfy themselves as to the quality and suitability of such services or Goods. If the parties agree that a warranty shall apply (e.g. a manufacturer's warranty), the terms of such warranty will be given to Customer in a separate document on delivery of Goods. If Company is the warrantor under such warranty then it will form part of this Contract. If a third party is the warrantor under such warranty then it shall constitute a separate arrangement between Customer and that warrantor to which Company is not a party and in respect of which Company shall have no liability whatsoever.</p> <p>9.5 The provisions of these Conditions shall apply to any Deliverables that are remedied, repaired, replaced, corrected or re-performed with effect from the date of the delivery or performance of the remedied, repaired, replaced, corrected or re-performed Deliverables.</p> <p>9.6 Customer's rights under these Conditions are in addition to, and do not exclude or modify, the rights and conditions contained in the Supply of Goods and Services Act 1982, s12 to 16 and the Sale of Goods Act 1979, s13 to 15.</p> <p>10 Anti-bribery</p> <p>10.1 For the purposes of this clause 10 the expressions adequate procedures and associated with shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.</p> <p>10.2 Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:</p> <p>10.2.1 all of that party's personnel;</p> <p>10.2.2 all others associated with that party; and</p> <p>10.2.3 all of that party's subcontractors, involved in performing the Contract so comply.</p> <p>10.3 Without limitation to clause 10.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.</p> <p>11 Limitation of liability</p> <p>11.1 The extent of the parties' liability under the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 11.</p> <p>11.2 Subject to clause 11.4:</p> <p>11.2.1 Company's total liability shall not exceed the replacement costs of the Goods or Service provided under the Contract; and</p> <p>11.2.2 Company shall not be liable for consequential, indirect or special losses.</p>	<p>11.3 Subject to clause 11.4, Company shall not be liable for any of the following (whether direct or indirect):</p> <p>11.3.1 loss of profit;</p> <p>11.3.2 loss of use;</p> <p>11.3.3 loss of production;</p> <p>11.3.4 loss of contract;</p> <p>11.3.5 loss of opportunity;</p> <p>11.3.6 loss of savings, discount or rebate (whether actual or anticipated);</p> <p>11.3.7 harm to reputation or loss of goodwill;</p> <p>11.3.8 loss caused by the delayed or non-delivery of the Deliverables; and</p> <p>11.3.9 loss caused or arising from:</p> <p>(a) any information or specifications supplied by Customer, its employees or agents; and</p> <p>(b) any goods, services or equipment supplied to Company by any third party acting on the instructions of or nominated by Customer or by any third party acting in accordance with any applicable regulatory steps required of such third party (including type approval certifications, if applicable).</p> <p>11.4 Company does not exclude or limit its liability for death or personal injury caused by its negligence, fraudulent representation or any other losses which cannot be excluded or limited by applicable law.</p> <p>12 Part Exchange, Service Exchange and Displaced Parts</p> <p>12.1 Where Company has agreed to accept a used vehicle from Customer as part-payment for the goods then:</p> <p>12.1.1 The used vehicle should be presented at the time of delivery in the same condition as it was presented for valuation subject to fair wear and tear;</p> <p>12.1.2 The used vehicle should be free of all encumbrances and claims for title from third parties. Company may delay delivery until title in the used vehicle is established;</p> <p>12.1.3 Any valuation of any used vehicle is only valid for 30 days and after this time, Company may revise the valuation to reflect current market conditions or withdraw from the Contract. If Company revises the valuation under this clause then Customer shall pay the revised balance for the Goods.</p> <p>12.2 If Customer fails to fulfil the conditions in clause 12.1 then Company will not be obliged to accept the used vehicle or make any allowance and Customer shall be obliged to pay the full purchase price for the Goods.</p> <p>12.3 Where Goods are supplied under a manufacturer's service exchange unit scheme then Customer will pay the full price for the Goods and any credit allowed under any such scheme will only be refunded by Company when Customer supplies the used exchange unit and manufacturer confirms that the used unit to be exchanged is acceptable to them and credit is provided by the manufacturer to Company.</p> <p>12.4 Any displaced parts may be collected by Customer within five days after which Company may dispose of them.</p> <p>12.5 Where the goods are supplied for export from the United Kingdom, Customer shall be responsible for: complying with any legislation or regulations governing the use or sale of the goods in the country of destination; the payment of any duties or taxes on them; and the transportation and storage of goods (including any obligations to translate any instructions, labelling or packaging into any other language). Customer shall be responsible for testing and inspection of the goods at Company's premises before shipment. Company shall have no liability for any claim in respect of any defect in the goods which would be apparent on inspection and which claim is made after shipment, or in respect of any damage during transit. Company shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.</p> <p>13 MOT testing and use of the Company's approved testing facility</p> <p>In the course of MOT testing or provision of access to or use of Company's approved testing facility the following provisions shall also apply:</p>
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- 13.1 Customer consents to Company providing MOT test result data:
- 13.1.1 in respect of Customer's vehicle to the DVSA for quality control purposes; and
- 13.1.2 in anonymised form to manufacturers who have a contractual relationship with Company.
- 13.2 No use of any MOT/DVSA brands, logos and other Intellectual Property Rights connected with MOT/DVSA by Company grants any right, licence or other proprietary interest to Customer or any of its employees or agents.
- 13.3 Unless agreed otherwise in advance by Company, Customer shall:
- 13.3.1 supply a qualified and insured driver for the duration of the use of the facility;
- 13.3.2 present the vehicle in a condition fit for inspection;
- 13.3.3 permit any DVSA quality inspection which may be carried out at any time without notice; and
- 13.3.4 treat all DVSA personnel with respect.
- 13.4 Fees for statutory tests are to be paid as agreed with Company up to any current cap set by DVSA. All other non-statutory work shall be paid as agreed with Company up to any current cap set by DVSA.
- 13.5 Refunds for test fees shall be paid to Customer only in the following circumstances:
- 13.5.1 cancellation by Customer more than 3 days prior to the date of a booked test (the **Test Date**); or
- 13.5.2 less than 7 days prior to the Test Date if the Company has at least 2 other bookings for the test day or no other bookings at all; or
- 13.5.3 in the event a test is not carried out due to the unavailability of a DVSA tester; or
- 13.5.4 when a test fee is refunded to Company in accordance with DVSA refund procedures.
- 13.6 No refund shall be due for failure by Customer to present the vehicle at the booking date and time, or failure to present it in a condition fit for testing.
- 14 Force Majeure**
- 14.1 Company may suspend or cancel the Contract where Force Majeure prevents it fulfilling its obligations under the Contract.
- 14.2 Company shall not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:
- 14.2.1 promptly notifies the other of the Force Majeure event and its expected duration; and
- 14.2.2 uses best endeavours to minimise the effects of that event.
- 15 Customer vehicles and goods**
- 15.1 Company is authorised to drive Customer vehicles on the highway or otherwise as reasonably necessary for the performance of the Deliverables.
- 15.2 Any property belonging to Customer, its employees, agents or any other third party that is left in Customer's vehicle whilst at Company's premises is left at Customer's own risk and Customer shall indemnify Company against any claim by a third party for any loss or damage to such property.
- 16 Finance**
- Where Customer finances the purchase of Goods by selling Goods to a finance provider then the sale of Goods to the finance provider shall be in complete satisfaction of Company's obligations to Customer. Notwithstanding such a sale Customer shall continue to be bound by the terms of the Contract and Company may not deliver Goods or accept any part exchange vehicle until the expiry of any statutory period of notice under any applicable credit legislation.
- 17 Customer's Default**
- 17.1 Company may terminate the Contract or any other contract which it has with Customer at any time by giving notice in writing to Customer if:
- 17.1.1 Customer fails to make a payment on the due date;
- 17.1.2 Customer fails to perform or observe its obligations hereunder or is otherwise in breach of Contract;
- 17.1.3 Customer is or becomes an unauthorised dealer, distributor or reseller;
- 17.1.4 Customer becomes subject to an administration order or enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986 or the Insolvent Partnerships Order 1994 (as amended) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation;
- 17.1.5 an encumbrancer takes possession, or receiver is appointed, of any property or assets of Customer;
- 17.1.6 Customer ceases, or threatens to cease, to carry on business; or
- 17.1.7 Company reasonably apprehends that any of the events mentioned above is about to occur in relation to Customer and notifies Customer accordingly.
- 17.2 Without prejudice to any other right or remedy available to Company, in the event that a circumstance described in 17.1.1 to 17.1.6 inclusive occurs, Company shall be entitled to:
- 17.2.1 cancel the Contract or suspend any further deliveries or provision of the Deliverables to Customer and if Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement under the Contract;
- 17.2.2 appropriate any payment made by Customer to such of the Goods and/or Services (or the goods and/or services supplied under any other contract between Customer and Company) as Company may think fit (notwithstanding any purported appropriation by Customer); and
- 17.2.3 charge Customer interest (both before and after any judgement) on the amount unpaid, at the rate 5% per annum above the Bank of England base rate from time to time in force. Interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.
- 17.3 In the circumstances described in clause 17.1.3 Customer indemnifies Company against any costs howsoever arising from the cancellation of the Contract or Customer acting as such unauthorised dealer, distributor or reseller, including but not limited to loss of manufacturer's sales allowances, loss of profit, loss of bonus payments, penalties, storage and recovery costs.
- 18 Termination**
- Termination or expiry of the Contract shall not affect any accrued rights and liabilities of the Company at any time up to the date of termination.
- 19 General**
- 19.1 The rights and remedies provided in the Contract for Company only are cumulative and not exclusive of any rights and remedies provided by law.
- 19.2 Unless stated otherwise, time is of the essence for any date or period specified in the Contract in relation to Customer's obligations only.
- 19.3 Customer shall at the request of the Company, and at Customer's own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.
- 19.4 The parties agree that the Contract constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- 19.5 Each party acknowledges that it has not entered into the Contract in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.
- 19.6 Customer may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without Company's prior written consent.
- 19.7 The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.
- 19.8 Customer recognises that any breach or threatened breach of the Contract may cause Company irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to Company, Customer acknowledges and agrees that Company is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.
- 19.9 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.
- 19.10 No failure, delay or omission by Company in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 19.11 No single or partial exercise of any right, power or remedy provided by law or under the Contract by Company shall prevent any future exercise of it or the exercise of any other right, power or remedy by Company.
- 19.12 A waiver of any term, provision, condition or breach of the Contract by Company shall only be effective if given in writing and signed by Company, and then only in the instance and for the purpose for which it is given.
- 19.13 Customer shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to it and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.
- 19.14 If there is a conflict between the terms contained in Conditions and the terms of Order, schedules, appendices or annexes to the Contract, the terms of Conditions shall prevail.
- 19.15 Except as expressly provided for in clause 19.16, a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.
- 19.16 Any entity that directly or indirectly **Controls** (as defined in section 1124 of Corporation Tax Act 2010) Company (**Affiliate**) shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract. The consent of any such Affiliate is not required in order to rescind or vary the Contract or any provision of it.
- 19.17 If Company acquires or receives any information about Customer or its personnel, agents or representatives that constitutes Personal Data (as defined in applicable data protection laws, regulations, codes and guidance, including the Data Protection Act 1998) Company shall process such information in accordance with Company's privacy and cookie policy in force from time to time, such policy being available on Company's website.
- 19.18 The Contract and any dispute or claim arising out of, or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 19.19 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).