

TERMS AND CONDITIONS – STANDARD TERMS OF SUPPLY
Aprolis UK Limited and all its subsidiaries
Reg Office: Citadel House, 58 High Street, Hull, Hu1 1QE Reg no 02550150

1 Interpretation

1.1 In these Conditions the following terms shall have the following meanings: “**Conditions**” the terms of supply set out in this document, any applicable supplemental terms of the Supplier and, unless the context otherwise requires, any special terms agreed in writing between the Supplier and the Customer; “**Contract**” the contract for the supply of the Goods, Maintenance and/or other Services to be provided by the Supplier to the Customer; “**Customer**” a person who accepts a written quotation from the Supplier for the supply of the Goods, Maintenance and/or other Services or whose order for the Goods, Maintenance and/or other Services is accepted by the Supplier; “**Goods**” the goods (whether vehicles, parts or otherwise) to be supplied by the Supplier under the Contract; “**Maintenance**” any servicing and/or maintenance services to be provided by the Supplier under the Contract, such services to be provided, unless otherwise agreed, in accordance with clause 7 of these Conditions; “**Normal Working Hours**” the hours between [9:00am and 5:00pm] each day excluding Saturdays and Sundays and English public holidays; “**Services**” the Maintenance or other services (if any) which the Supplier is to provide under the Contract; “**Site**” the Customer’s premises at which the Services are to be provided or to which the Goods are to be delivered as indicated in the Supplier’s quotation or order confirmation; “**Supplier**” Aprolis UK Limited a company incorporated in England & Wales under registered number 2550150 and whose registered office is at Wilberforce Court, High Street, Hull, North Humberside HI 1YJ.

2 Basis of Supply

2.1 The Supplier shall supply the Goods and/or Services to the Customer in accordance with these Conditions. These Conditions are the only terms and conditions on which the Supplier is prepared to deal with the Customer and shall apply to the exclusion of any other express or implied conditions, including any terms and conditions to which the order of the Customer may purport to be subject.

2.2 No variation or addition to these Conditions shall be binding upon the Supplier unless agreed in writing between a director of the Supplier and a duly authorised representative of the Customer.

2.3 Subject to any variation in accordance with clause 2.2, these Conditions (together with matters referred to on the face of the Supplier’s quotation and/or order confirmation) embody the entire understanding of the parties and override any prior promises, undertakings or representations.

2.4 Any quotation, tender or price list in whatever form given to the Customer is subject to these Conditions and does not constitute an offer to supply. The Supplier shall only be bound by an order when written confirmation of the order has been given to the Customer by the Supplier.

3 Charges

3.1 The Supplier’s charges shall be the Supplier’s quoted charges or, where no charges have been quoted, shall be calculated by reference to the charges, retainers, daily and hourly rates set out in the Supplier’s list of charges last published before the date on which the Customer’s order is accepted by the Supplier.

3.2 The Supplier’s charges for Maintenance shall be calculated on a time and materials basis, applying the Supplier’s appropriate hourly charging rate from time to time in force. Customers with the benefit of a Maintenance Contract shall, in addition, be required to pay the applicable monthly fee.

3.3 Any quotation given by the Supplier for the supply of Goods excludes, unless otherwise indicated in writing by the Supplier: the cost of delivery of the Goods to the Customer; and in the case of the supply of replacement equipment or parts in the context of Maintenance, the cost of delivery of the Goods to the Supplier. The Supplier may raise an additional charge to cover such costs.

3.4 In connection with the Services, the Supplier may at any time and from time to time vary any or all of its charges or rates to accord with its or its sub-contractors’ standard charges and rates in force from time to time, subject to it first giving written notice of such variation to the Customer.

3.5 All charges are exclusive of any applicable value added tax or any other taxes, levies or duties which will be added or charged on invoices at the appropriate rates.

4 Payment

4.1 Unless otherwise specified in these Conditions or agreed in writing: the full amount of the price shall be payable upon the Supplier’s delivery of the relevant Goods or Services; and if credit terms have otherwise been agreed in writing by the Supplier, the Supplier may issue an invoice in respect of the price (or the balance of the price, as the case may be) of the Goods and Services on or at any time after their delivery or supply and the Customer shall pay such invoice within 30 days of the invoice date.

4.2 The Customer shall be deemed irrevocably to have accepted the accuracy and validity of any invoice submitted by the Supplier unless it shall have notified the Supplier in writing within 7 days of the invoice date of the reason why it considers the invoice to be inaccurate or invalid.

4.3 If the Customer fails to make any payment at the time or within the period prescribed by these Conditions, then without prejudice to any other right or remedy available, the Supplier may in its sole discretion: suspend the performance of any or all of its obligations under the Contract; and/or charge interest (both before and after any judgement) on a day to day basis at the rate of 2% above the base lending rate of Barclays Bank plc from time to time until payment; and/or terminate the Contract and any other contract between the Supplier and the Customer for the provision by the Supplier of goods or services.

5 Title, Delivery and Risk

5.1 Property in the Goods shall not pass to the Customer until the Supplier has received in cash or cleared funds payment in full for the price of the Goods.

5.2 Until property in the Goods passes to the Customer, the Customer shall keep the Goods separate from those of the Customer and of third parties and properly stored, protected and insured and identified as the Supplier’s property.

5.3 Until property in the Goods passes to the Customer the Supplier may require the Customer to deliver up the Goods to the Supplier and, if the Customer fails to do so forthwith, may enter the premises of the Customer or any third party where the Goods (and associated software) are stored and repossess the Goods. The Customer shall indemnify the Supplier in respect of any claims, costs or damages against or incurred by the Supplier as a result of entering the premises to recover the goods if the goods are not paid in full.

5.4 Unless otherwise indicated in the Supplier’s quotation or order confirmation or otherwise agreed by the parties in writing, delivery of Goods supply of the Services shall take place at the nominated site. Where the Supplier agrees in writing to deliver Goods to any other place and those Goods are delivered by a carrier, no claim for damage or shortages will be considered unless the Supplier and the carrier are notified in writing within three days of delivery and no claim for non-delivery will be considered unless the Company is notified in writing within five days of reasonable delivery time.

5.5 Any dates quoted for delivery of the Goods are approximate only and accordingly time for delivery shall not be of the essence. Risk of damage to or loss of the Goods shall pass to the Customer at the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, when the Supplier has tendered delivery of the goods.

6 Services

6.1 Any Services to be provided by the Supplier shall be provided in accordance with these Conditions and any description set out in the Supplier’s quotation or written order confirmation. Any other descriptive material provided by the Supplier to the Customer is provided only to assist the Customer and does not form part of the Contract.

6.2 The Services shall be provided only at the Site or such other location as may be indicated in the Supplier’s quotation or written order confirmation. Where any timescales are given in the Supplier’s quotation or Documentation for the performance of any Services, such timescales are given as estimates only and accordingly no liability shall accrue to the Supplier in the event that any such timescales are not met. Except where otherwise agreed by the Supplier in writing, the Services shall only be provided during Normal Working Hours.

6.3 The Customer shall: provide the Supplier with full and safe access to the relevant parts of the Site; ensure for health and safety reasons that the Supplier’s personnel, upon or prior to entering Customer premises for the purposes of the Contract, are made familiar with the Customer’s premises and safety procedures and have access, at all times while on those premises, to a member of the Customer’s staff familiar with Customer premises and safety procedures; make available to the Supplier such facilities as may be necessary to enable the Supplier to perform its obligations under the Contract.

6.4 Signature by the Customer of the Supplier’s job-sheet shall be conclusive evidence that the relevant Services have been satisfactorily completed and that any Goods identified in the job-sheet have been supplied. Should all of the Customer’s personnel leave before the Services are completed, satisfactory completion of such Services and the supply of such Goods shall be deemed to have taken place, unless the customer notifies the supplier within 5 days of the services taken place.

7 Warranties

7.1 In respect of Goods (other than second-hand and/or used Goods, in respect of which no warranties are given), the Supplier gives to the Customer the same warranty in terms of quality as the manufacturer gives to the Supplier (and subject to the same conditions and limitations contained in the manufacturer’s warranty). Such warranty shall continue for the period warranted to the Supplier by the manufacturer.

7.2 [In the event of any breach of the warranty referred to at clause 7.1 and subject to the Customer returning the Goods to the Supplier within the applicable warranty period, the Supplier shall, at its option, repair or replace the Goods or repay or credit the price to the Customer (provided that the Supplier is able to obtain repair, replacement, repayment or credit from the manufacturer).]

7.3 The Supplier warrants to the Customer that it will perform the Services with reasonable care and skill.

7.4 The express terms of the Contract are in lieu of all warranties, conditions, undertakings, terms and obligations implied by statute, common-law, trade usage, course of dealing or otherwise all of which are excluded to the fullest extent permitted by law.

8 Termination

8.1 The Supplier may terminate the Contract a forthwith by notice in writing to the Customer if the Customer: commits a breach of the Contract provided that if the breach is capable of remedy (being actual remedy as opposed to remedy by payment of damages or compensation) the notice shall only be given if the Customer shall not have remedied the same within 30 days of having been given notice in writing specifying the breach and requiring it to be remedied; or has a winding up petition presented against it and does not make an application to set aside the same within 7 days or goes into liquidation whether compulsorily or voluntarily (unless as part of a bona fide scheme for amalgamation or reconstruction first approved in writing by the Supplier), becomes subject to an administration order or has an administrator appointed, has a receiver or administrative receiver appointed over or encumbrancer take possession of the whole or any part of its assets, compounds with its creditors or any class of the same, ceases to carry on its business or threatens to cease the same or becomes unable to pay its debts within the meaning of s.123 of the Insolvency Act 1986; or being an individual, has a bankruptcy order made against him or, being a partnership, has a bankruptcy order made against any of the partners or a notice served by a partner for the dissolution of the partnership.

8.2 In the event that we agree to cancellation of the order, then a cancellation charge equal to the amount levied on us by the manufacturer will be charged

8.3 Termination of the Contract for any reason shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into or continuance in force of any provision of the Contract which is expressly or by implication intended to come into or continue in force on or after such termination.

9 Limitation of Liability

9.1 The Supplier shall accept liability to the Customer for any loss of or damage to any property or injury to or death of person caused by any negligent act or omission or wilful misconduct of the Supplier, its employees, agents or sub-contractors.

9.2 Except for injury to or death of any person (for which no limit applies) the liability of the Supplier under clause 9.1 in respect of each event or series of connected events shall not exceed £1,000,000.

9.3 Except for the type of liability referred to at clause 9.1 and except for any other matters for which the Supplier’s liability may not by law be restricted or excluded, the Supplier’s total liability in respect of any contractual breach or representation, statement or tortious act or omission arising under or in connection with the Contract (a “Default”) shall not exceed: in cases relating to the supply or non-supply of Goods, the total sums paid or payable by the Customer in respect of those Goods; in the case of a Default relating to the supply or non-supply of Services, the total sums paid or payable by the Customer to the Supplier in respect of those Services in the 6 month period preceding the Default.

9.4 Notwithstanding anything else contained in these Conditions (and without limiting the Supplier’s liability in respect of injury to or death of any person caused by any negligent act or omission or wilful misconduct of the Supplier, its employees or sub-contractors), the Supplier shall not be liable to the Customer for any loss of profits, goodwill or any type of special, indirect or consequential loss whether arising from negligence, breach of contract or otherwise howsoever.

9.5 If a number of Defaults give rise to substantially the same loss then they shall be regarded as the same Default for the purpose of calculating the Supplier’s maximum liability pursuant to clause 9.3. The Customer shall afford the Supplier not less than 30 days (following notification by the Customer) in which (if remediable) to remedy any Default.

10 Data Protection

10.1 Each party shall comply with Schedule 1 (Data Protection).

11 Confidentiality

11.1 Each party shall keep confidential all information obtained from the other pursuant to or in contemplation of the Contract, shall use the same only for the purposes of the Contract and shall not disclose such information to any person (except to its own employees or, in the case of the Supplier, its sub-contractors and then only to those employees or sub-contractors who need to know the same) without the other’s prior written consent. In addition, the Customer shall keep confidential and not disclose (except as mentioned) any terms of the Contract.

11.2 The obligations of the parties pursuant to clause 10.1 shall not extend to any information which was rightfully in the possession of the receiving party (and at its free disposal) prior to the commencement of negotiations leading to the Contract; which is already public knowledge or becomes so at a future date otherwise than as the result of a breach of this clause 10; which is trivial or obvious; or whose disclosure is required (and to the extent that it is required) by law.

12 Force Majeure

12.1 The Supplier shall not be liable to the Customer or be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform any of the Supplier’s obligations under the Contract if the delay or failure was due to any cause beyond the Supplier’s reasonable control including but not limited to industrial action, war, fire, prohibition or legal enactment of any kind or any act or omission of the Customer.

13 Notices

13.1 Notices or other documents to be given under these Conditions shall be in writing and delivered by hand or sent by registered post or facsimile to the party concerned at, in the case of the Supplier, the Supplier’s quotation or order confirmation and, in the case of the Customer, the Site or such other address as one party may from time to time designate by written notice to the other. Any such notice or other document shall be deemed to have been received by the addressee if delivered, upon delivery; if posted, on the second working day following the date of posting; and if sent by facsimile, when the communication is transmitted to the recipient’s fax number provided that a copy of the communication is sent by registered post or delivered by hand as soon as practicable thereafter.

14 General

14.1 The Contract shall be binding upon and ensure to the benefit of the parties and the legal successors of the Supplier but shall not be assignable by the Customer without the prior written consent of the Supplier. The Supplier may sub-contract all or any part of its obligations under the Contract without the consent of the Customer. No waiver by the Supplier of any breach of these Conditions by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision. Any waiver must be in writing to be effective.

14.2 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

14.3 A person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

14.4 The Contract is governed by the laws of England and the English courts shall have exclusive jurisdiction to resolve any disputes arising as a result of or in connection with it

Schedule 1

DATA PROTECTION

In performing its obligations under this Agreement, the Supplier may process Personal Data as set out in its privacy policy available at www.impact-handling.com

To the extent that the Supplier is acting as a Data Processor on the Customer's instructions (typically where the Customer is providing personal data in its capacity as a Data Controller to the Supplier so that it may provide the Goods and/or Services accordingly) the following terms will apply.

1. DEFINITIONS

"Data Controller"	Has the meaning given to 'Data Controller', or 'Controller' as appropriate, in the Data Protection Laws;
"Data Breach"	Means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed;
"Data Processor"	Has the meaning given to 'Data Processor', or 'Processor' as appropriate, in the Data Protection Laws;
"Data Protection Laws"	Means all applicable privacy and data protection laws including the General Data Protection Regulation ((EU) 2016/679) and any applicable national implementing laws, regulations and secondary legislation in England and Wales relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time, including the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426);
"GDPR"	Means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing directive 95/46/EC as updated, superseded or repealed from the time to time;
"Personal Data"	Has the meaning given in the Data Protection Laws.

2. DATA PROCESSING

- 2.1. Where the Supplier pursuant to this Agreement, processes Personal Data on behalf of the Customer, the Customer acknowledges that the Customer is the Data Controller and the owner of such Personal Data, and that the Supplier is the Data Processor.

3. COMPLIANCE WITH DATA PROTECTION LAWS

- 3.1. The Processor shall comply with the requirements of the applicable Data Protection Laws.#
- 3.2. In respect of any Personal Data to be processed by the Data Processor pursuant to this Agreement for which the Customer is Data Controller, the Data Processor shall:
- 3.2.1. have in place and at all times maintain appropriate technical and organisational measures in such a manner as is designed to ensure the protection of the rights of the data subject and to ensure a level of security appropriate to the risk;
 - 3.2.2. not engage any sub-processor without the prior specific or general written authorisation of the Customer and in the case of general written authorisation; the Data Processor shall inform the Customer of any intended changes concerning the addition or replacement of other processors and the Customer shall have the right to object (acting reasonably) to such changes. If the Parties cannot resolve the objection then the Data Controller shall have the right to terminate any agreement affected by the use of the sub-processor;
 - 3.2.3. ensure that all persons authorised to process the Personal Data are subject to obligations of confidentiality;
 - 3.2.4. ensure that terms similar to those in this Schedule are incorporated into each agreement with any sub-processor and that each sub-processor shall be obligated to act at all times in accordance with duties and obligations of the Data Processor under this Schedule. The Data Processor shall at all times be and remain liable for the performance of the sub-processor's obligations;
 - 3.2.5. process that Personal Data only on behalf of the Customer in accordance with the Customer's documented instructions and to perform its obligations under this Agreement or other documented instructions from the Customer and for no other purpose save to the limited extent required by law;
 - 3.2.6. upon request, following termination or expiry of this Schedule, destroy or return (as the Customer directs) all Personal Data and delete existing copies except to the extent that the Data Processor is required to retain a copy of the Personal Data by law;
 - 3.2.7. make available to the Customer all information reasonably necessary to demonstrate compliance with the obligations laid out in Article 28 of GDPR and this Schedule and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer, of the Data Processor's data processing facilities in order to ascertain compliance with Article 28 GDPR and this Schedule. Such audits and inspections to be subject to the following conditions:
 - a) the Data Processor shall be given at least fourteen (30) days' notice prior to any audit or inspection;
 - b) audits and inspections shall take place during the normal business hours of the Data Processor as set by the Data Processor;
 - c) the Customer and/or their mandated auditor shall, prior to carrying out an audit or inspection, agree to any reasonable non-disclosure agreement required by the Data Processor; and
 - d) the Customer shall be liable for all costs in relation to such an audit or inspection.
 - 3.2.8. immediately inform the Customer if, in its opinion, an instruction infringes Data Protection Laws;
 - 3.2.9. taking into account the nature of the processing and the information available to the Data Processor, provide assistance to the Customer in connection with the fulfilment of the Customer's obligation as Data Controller to respond to requests for the exercise of data subjects' rights, to the extent applicable;
 - 3.2.10. provide the Customer with assistance upon request in ensuring the Customer's compliance with its obligations concerning security of processing, data breach notification, communication of a personal data breach to the data subject, data protection impact assessments, and prior consultation with supervisory authorities, to the extent applicable to the Customer, taking into account the nature of the processing and the information available to the Data Processor;
 - 3.2.11. assist the Customer (where requested by the Customer) in connection with any regulatory or law enforcement authority audit, investigation or enforcement action in respect of the Personal Data;
 - 3.2.12. without undue delay, notify the Customer in writing about:
 - a) any Data Breach or any accidental loss, disclosure or unauthorised access of which the Data Processor becomes aware in respect of Personal Data that it processes on behalf of the Customer;
 - b) any request for disclosure of the Personal Data by a law enforcement authority (unless otherwise prohibited);
 - c) any access request or complaint received directly from a data subject (without responding unless authorised to do so).
- 3.3. The Data Processor shall be entitled to charge the Customer a fee for carrying out its obligations in relation to paragraphs 3.2.7, 3.2.9, 3.2.10, and 3.2.11 of this Schedule. Such fee shall cover the costs reasonably incurred by the Data Controller in complying with those obligations.
- 3.4. The Customer shall indemnify the Supplier against all liabilities, claims, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Supplier for which it may become liable as a result of or in connection with any failure of the Data Controller to comply with this Schedule or Data Protection Laws.

4. INTERNATIONAL DATA TRANSFERS

- 4.1. In respect of any Personal Data to be processed by the Data Processor pursuant to this Agreement for which the Customer is Data Controller, the Data Processor shall not transfer the Personal Data outside the EEA or to an international organisation without: ensuring appropriate levels of protection, including any appropriate safeguards if required, are in place for the Personal Data in accordance with the Data Protection Laws;

5. DETAILS OF PROCESSING ACTIVITIES

- 5.1. The following table sets out the details of processing authorised by the Controller, as required by Article 28 of GDPR:

<p>Purposes for which the Personal Data shall be processed</p> <p>Please specify the purposes for which the Data Processor intends to process the Personal Data.</p>	<p>We will process your Personal Data for the purposes specified/as agreed in this Agreement, or as otherwise instructed by you.</p> <p>This shall principally consist of processing your Personal Data for compliance with the terms and conditions of this rental and maintenance agreement and its obligations</p>
<p>Description of the categories of the data subjects</p> <p>Please specify the categories of data subject whose Personal Data shall be processed under this Agreement.</p>	<p>Data subjects are those individuals who will utilise the Goods, being principally collection of the monthly rental payment by direct debit, credit checks and monitoring, and marketing of our products/services and communications of yours.</p>
<p>Description of the categories of Personal Data</p> <p>Please specify the categories of Personal Data that shall be processed under this Agreement.</p>	<p>The Personal Data to be processed shall be as set out in this Schedule or as otherwise communicated to us by you. You shall not provide Personal Data unless it is necessary for the fulfilment of this Agreement, and shall anonymise or pseudonymise Personal Data wherever possible.</p>
<p>The envisaged duration of the processing of Personal Data</p> <p>Please specify how long you think the Personal Data will be retained for, where possible.</p>	<p>Processing shall continue until termination of this Agreement and removal of the Personal Data pursuant to paragraph 3.2.6 of this Schedule.</p>
<p>Authorised Sub-Processors</p> <p>List the sub-processors who will process Personal Data.</p>	<p>The Data Controller hereby gives permission for the use of the following specific sub-processors by the Data Processor:</p> <ul style="list-style-type: none"> • Monneyeur Group • reg no 384,783,239