

RYDER LTD
Terms Of Contract



1. CONDITION – WARRANTIES DISCLAIMED

1.1 The Vehicle(s) (identified on the issued purchase receipt) sold to the Buyer under these Terms of Contract are second-hand, having already been used by the Seller or its hirer. Accordingly, the Buyer agrees to take the Vehicle(s) in its or their current state, after having satisfied himself by inspection (including, if desired, inspection by a third party expert) as to their quality and fitness for the purpose for which the Buyer requires them.

1.2 The Buyer confirms and accepts that the Vehicle are sold as seen with no warranty provided as to the accuracy of the odometer or hubometer reading (as applicable). Buyer has used its own skill and judgement in the purchase and agrees and confirms that the price paid reflects their state and condition.

1.3 **Except for the written terms of a limited warranty provided by Seller (if any), which expressly identifies the scope and the VIN for any covered Vehicle(s), Seller shall have no liability as to the quality of the Vehicles(s) and gives no warranties in relation to the quality of the Vehicle(s) or its or their suitability or fitness for any purpose, and all such warranties, whether express or implied by statute, common law or otherwise howsoever, are hereby excluded, save that, if the Buyer is a natural person, in accordance with the provisions of Section 2(1) of the Unfair Contract Terms Act 1977, the Seller accepts and does not seek to limit or exclude liability for death or personal injury caused to the Buyer by reason of the Seller's negligence.**

1.4 If the Road Fund Licence is not included in the sale price and the Licence Disc is not removed prior to delivery of the Vehicle, then the Buyer shall upon demand return the Licence Disc to the Seller. The Buyer shall not have any right to and shall not make any claim for a refund of any unexpired portion of the Licence Fee and shall indemnify the Seller against any costs or losses incurred by the Seller as a consequence of the Buyer's failure to return any such disc.

2 DELIVERY AND RISK

2.1 The Buyer shall be deemed to have accepted the Vehicle(s) upon delivery by the Seller to the address specified in the Order or when Buyer takes possession at the Seller's premises.

2.2 Any time or date for delivery given by the Seller is given in good faith, but is estimate only.

2.3 Risk in the Vehicle(s) shall pass to the Buyer upon delivery to the Buyer at the address stated.

2.4 If the Seller shall be unable, through circumstances beyond its control (including with limitation lack of delivery instructions from the Buyer) to deliver the Vehicle(s) within 14 days after notification to the Buyer or its agent that the Vehicle(s) is ready for delivery, the Seller may arrange storage on behalf of and at the Buyer's cost, whereupon delivery to the Buyer of the relevant warehouse receipt shall be deemed to be delivery of the Vehicle(s) for the purposes of Clause 2 and all risk in the Vehicle(s) shall pass to the Buyer. Buyer shall be responsible to pay all charges incurred by the Seller for storage or insurance within 30 days of submission of an invoice.

3 TITLE AND PAYMENT

3.1 The Seller warrants that the Seller has good title to the Vehicle(s) and that (pursuant to Section 12(3) of the Sale of Vehicle(s) Act 1979, or Section 2(3) of the Supply of Vehicle(s) and Services Act 1982, whichever Act applies in the Order), it will transfer such title as it may have in the Vehicle(s) to the Buyer pursuant to Condition 3.2.

3.2 Title to the Vehicle(s) shall not pass to the Buyer until the Buyer has paid its/their price (in cleared funds) to the Seller but, even though title has not passed, the Seller shall be entitled to sue for its/their price once its/their payment has become due.

3.3 Neither the Uniform Laws on International Sales nor the Convention on Contracts for the International Sale of Goods shall apply to this transaction. The provision set out in Articles 10 and 11 of the ICC General Conditions of Sale are hereby

excluded. This transaction is governed by English Law and all disputes which may arise shall be decided by the English courts without prejudice to the Seller's right to bring an action against the Buyer in the jurisdiction of the Buyer's place of business.

4 FORCE MAJEURE

4.1 The Seller shall not be under any liability for any failure due to Force Majeure to perform any of its obligations. Following notification by the Seller to the Buyer of a Force Majeure event, the Seller may, at its option, cancel the Order or a reasonable extension of time to perform its obligations.

4.2 For the purposes of this clause, 'Force Majeure' means fire, explosion, flood, lightning, Act of God, act of terrorism, war, rebellion, riot, sabotage, or official strike or similar official labour dispute, or events or circumstances, outside the reasonable control of the Seller.

5 ECONOMIC LOSS

Notwithstanding anything contained in these Conditions, in no circumstances shall the Seller be liable, in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof (i) for any loss of profit, business, contracts, revenues, or anticipated savings; (ii) for any special indirect or consequential damage of any nature whatsoever; or (iii) for any costs, charges, expenses or other damages resulting from non-delivery, late delivery, supply or use of the Vehicles even if caused by Seller's negligence.

6 HEALTH AND SAFETY AT WORK

The Seller supplies the Vehicle(s) on the basis that the Buyer will ensure, so far as reasonably practicable, that the Vehicle(s) will be safe and without risks to health when properly used and, if purchased for resale that the Buyer will ensure, so far as reasonably practicable, that the Vehicle(s) will be sold safe and without risks to health when properly used. The Buyer warrants that the Vehicles will be validly registered, properly maintained and only taken on the roadways of Great Britain if roadworthy and having a valid MOT certificate where required by Law. Seller shall have no liability and Buyer shall fully indemnify Seller for any failure to comply with this Clause 6.

7 LIMITATION OF LIABILITY

Notwithstanding anything contained in these Conditions, the Seller's liability to the Buyer in respect of the Contract resulting from acceptance of this quotation, in contract, tort (including negligence or breach of statutory duty) or howsoever otherwise arising, shall be limited to 15% of the price of the Vehicle(s) specified in the Order or issued receipt.

8 SCOPE OF APPLICATION

8.1 Buyer acknowledges that it has received, reviewed and agreed to these Terms of Contract, whether presented to it on the reverse of the order, by email or otherwise provided in paper form and all offers made by and all contracts to sell Vehicles made with Seller shall be deemed to incorporate these Terms of Contract, whether or not signed by the Buyer and regardless of the number of Vehicles purchased by Buyer. No variation of or addition to these Terms of Contract is effective unless signed subsequent to delivery by the Seller's authorized representative.

8.2 These Terms of Contract shall override any contrary, different or additional terms or conditions contained in or referred to in any order form or other documents or correspondence from the Buyer. All prior writings and oral representations between Buyer and Seller are expressly disclaimed and superseded as these Terms contain the complete and entire expression of the party's with regard to the Vehicle(s).

8.3 If any of the provisions of these Terms of Contract is completely or partly invalid or unenforceable for any purpose this shall not affect its validity or enforceability for another purpose or the remaining provisions (or the rest of the provision in question). The parties shall endeavour to agree a valid provision, replacing the void one, which in meaning and effect is as close as possible to the void provision.