



Standard Conditions of Sale

1. **INTERPRETATION**
 - 1.1 The definitions and rules of interpretation in this condition apply in these conditions.

Business Day: a day (other than a Saturday or a Sunday) on which commercial banks are open for general business in London.

Contract: the relevant Front Sheet and these conditions.

Front Sheet: the document to which these conditions are attached.

Force Majeure: any cause beyond the affected party's reasonable control including, without limitation, any act of God, riots or insurrections, acts of terrorism, war (whether declared or not), civil disturbance, requisitioning, governmental or parliamentary restrictions, prohibitions or enactments of any kind, acts of destruction, computer failure due to software viruses and other malfunctions, import or export regulations, strike lock-out or trade dispute (whether involving its own employees or those of any other person) or other industrial disturbances, difficulties in obtaining labour or materials, breakdown of machinery, fire, flood or unavoidable accident.

Intellectual Property Rights: all and any intellectual property rights of any kind and rights of a like nature wherever and whenever arising and whether registered or unregistered and including, without limitation, any patents, copyright, registered designs, design rights, database rights and rights in confidential information, trademarks, trade names, including without limitation the name "EVPARTS UK LTD", or service marks.

Products, Start Date, Specification, Payment Dates, EVPARTS, Client, and Delivery Point: shall have the meaning set out on the Front Sheet.
 - 1.2 A reference to a statute, statutory provision or any subordinate legislation made under a statute is to such statute, provision or subordinate legislation as amended or re-enacted from time to time whether before or after the Start Date and, in the case of a statute, includes any subordinate legislation made under that statute whether before or after the Start Date; provided that, as between the parties, no such amendment or re-enactment shall apply for the purposes of the Contract to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party.
 - 1.3 Words in the singular include the plural and in the plural include the singular.
 - 1.4 A reference to one gender includes a reference to the other gender.
 - 1.5 Condition headings do not affect the interpretation of these conditions.
2. **APPLICATION OF TERMS**
 - 2.1 Subject to any variation under condition 2.3, the Contract shall be on these conditions and the terms set out on the Front Sheet to the exclusion of all other terms and conditions (including any terms or conditions which the Client purports to apply under any purchase order, confirmation of order, specification or other document).
 - 2.2 No terms or conditions endorsed on, delivered with or contained in the Client's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.
 - 2.3 These conditions apply to all EVPARTS' sales and any variation to these conditions and any representations about the Products shall have no effect unless expressly agreed in writing and signed by a director of EVPARTS and the Client. The Client and EVPARTS acknowledge that they have not relied on any statement, promise or representation made or given by or on behalf of the other which is not set out in the Contract. Nothing in this condition shall exclude or limit either party's liability for fraudulent misrepresentation.
 - 2.4 The Client shall ensure that the terms of its order and any applicable Specification are complete and accurate.
3. **DESCRIPTION**
 - 3.1 The quantity and description of the Products shall be as set out in the Front Sheet.
4. **DELIVERY**
 - 4.1 EVPARTS shall bear the cost and be responsible for transporting and packaging the Products. Unless otherwise agreed in writing by EVPARTS, delivery costs shall be paid for by the customer.
 - 4.2 EVPARTS shall arrange transporting, packaging and shipping of the Products to the Delivery Point. The customer shall bear the costs.
 - 4.3 Unless otherwise agreed in writing by EVPARTS, delivery of the Products shall take place at the Delivery Point.
 - 4.4 Any dates specified by EVPARTS for delivery are intended to be an estimate and the time of delivery is not of the essence.
 - 4.5 The Client shall take delivery of the Products within 21 days of EVPARTS giving it notice that the Products are ready for delivery.
 - 4.6 Subject to the other provisions of these conditions, EVPARTS shall not be liable for any indirect or consequential loss (both of which terms include, without limitation, loss of profits, loss of business, depletion of goodwill and similar loss) or damages caused directly or indirectly by any delay in the delivery of the Products.





4.7 If for any reason, other than EVParts' negligence, the Client fails to accept delivery of any of the Products when they are ready for delivery, or EVParts is unable to deliver the Products on time because the Client has not provided appropriate instructions, documents, licences or authorisations, then upon at least three (3) Business Days advance written notice: (a) Risk in the Products shall pass to the Client;

- (b) The Products shall be deemed to have been delivered; and
- (c) EVParts may store the Products until delivery, whereupon the Client shall be liable for all related reasonable costs and expenses (including, without limitation, storage and insurance).

5. NON-DELIVERY

5.1 EVParts shall not be liable for any non-delivery of Products (even if caused by EVParts' negligence) unless the Client gives written notice to EVParts of the non-delivery within 14 Business Days of the date when the Products would in the ordinary course of events have been received.

6. RISK/TITLE

6.1 The Products are at the risk of the Client from the time of delivery at the Delivery Point.

6.2 Ownership of the Products shall not pass to the Client until EVParts has received in full (in cash or cleared funds) all sums due to it in respect of the Products.

6.3 Until ownership of the Products has passed to the Client, the Client shall:

- (a) Hold the Products on a fiduciary basis as EVParts' bailee;
- (b) Store the Products (at no cost to EVParts) separately from all other Products of the Client or any third party in such a way that they remain readily identifiable as EVParts' property;
- (c) Not destroy, deface or obscure any identifying mark or packaging on or relating to the Products; and
- (d) Maintain the Products in satisfactory condition and keep them insured on EVParts' behalf for their full price against all risks to the reasonable satisfaction of EVParts. On request the Client shall produce the policy of insurance to EVParts.

6.4 The Client may resell the Products before ownership has passed to it solely on the following conditions:

- (a) Any sale shall be effected in the ordinary course of the Client's business ; and
- (b) Any such sale shall be a sale of EVParts' property on the Client's own behalf and the Client shall deal as principal when making such a sale.

6.5 The Client's right to possession of the Products, in respect of which ownership has not already passed to Client, shall terminate immediately if:

- (a) The Client convenes a formal meeting of creditors, or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Client or notice of intention to appoint an administrator is given by the Client or its directors or a resolution is passed or a petition presented to any court for the winding-up of the Client or for the granting of an administration order in respect of the Client, or any proceedings are commenced relating to the insolvency or possible insolvency of the Client or any equivalent event occurs in another jurisdiction; or
- (b) The Client ceases to trade in its current business operations.

6.6 The Client grants to EVParts its agents and employees a licence at any time, to enter any applicable premises where the Products supplied by EVParts are stored in order to collect them if the Client's right to possession has terminated in accordance with condition 6.5 above.

7. PRICE

7.1 Unless otherwise agreed by EVParts in writing, the price for the Products shall be the price set out in the relevant Front Sheet.

7.2 The price for the Products shall be exclusive of any value added tax.

8. PAYMENT

8.1 Subject to condition 8.3 and in the absence of any payment dates set out on the Front Sheet, payment of the price for the Products is due in pounds sterling as follows:

- (a) 30% on acceptance of order; and
- (b) 70% on delivery in accordance with condition 4.3.

8.2 Invoices will be raised in sterling, will be sent to the Client and all amounts payable under condition 8.1 are payable 30 days net from invoice date.

8.3 EVParts and the Client shall be entitled, notwithstanding any remittance advice provided, to allocate any payment to the oldest outstanding invoices of the other.

8.4 All payments payable to EVParts under the Contract shall become due immediately on its termination despite any other provision.

8.5 The Client shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement, or otherwise unless the Client has a valid court order requiring an amount equal to such deduction to be paid by EVParts to the Client.



- 8.6 If any amount due under the Contract is in dispute, the Client shall not be required to pay such amount until the dispute is resolved even if such amount has been invoiced by EVPARTS. For the avoidance of doubt, all other sums due whether on the same or other invoices remain payable in accordance with this condition 8. If the parties are unable to resolve any dispute in respect of EVPARTS' invoice within 30 days of the date of EVPARTS' invoice, then the dispute shall be resolved in accordance with condition 11. Any such amount in dispute shall be paid immediately by the Client to EVPARTS if resolved in EVPARTS' favour, to avoid the terms of condition 8.7 becoming applicable. Similarly if any amount is found to be due to the Client from EVPARTS it should be paid immediately.
- 8.7 Interest shall be chargeable on any amounts overdue at the rate of 4% per annum over the prime base lending rate of Barclays Bank Plc applying from time to time both before and after judgement in respect of all invoices outstanding from their due date until payment is actually received.
- 9. QUALITY AND WARRANTY**
- 9.1 Where EVPARTS is not the manufacturer of the Products, EVPARTS shall transfer to the Client the benefit of any warranty or guarantee given to EVPARTS.
- 9.2 EVPARTS warrants that (subject to the other provisions of these conditions) on delivery, and for the period as set out in the relevant Front Sheet (or if none 12 months) from the Start Date (or 9 months from the date of delivery to the Client, if earlier), the Products shall be free from defects, which are proved to be solely due to EVPARTS' workmanship and materials. If any defects occur within the warranty period, EVPARTS will, repair the product at a facility of its choice, replace the defective product with a functionally equivalent product, or refund of the amount paid for the product. If the supplied goods are returned to the EVPARTS' facilities, defects will be replaced or repaired at no cost to the purchaser. Shipment of goods to and from the Supplier's factory shall be at the expense and risk of the purchaser.
- 9.3 EVPARTS shall not be liable for a breach of any of the warranties in condition 9.2 unless:
- (a) The Client gives written notice of the defect to EVPARTS, and, if the defect is as a result of damage in transit to the carrier, within 14 days of the time when the Client discovers, or ought to have discovered the defect; and
 - (b) EVPARTS is given a reasonable opportunity after receiving the notice of examining such Products and the Client (if asked to do so by EVPARTS) returns such Products to EVPARTS' place of business at EVPARTS' cost for the examination to take place there.
- 9.4 EVPARTS shall not be liable for a breach of any of the warranties in condition 9.2 if:
- (a) The Client or any end user makes any further use of such Products after giving such notice; or
 - (b) The defect arises because the Client or its sub-contractors, repairers, installers or maintainers or the end user failed to follow EVPARTS' written instructions as to the storage, assembly, installation, use or maintenance of the Products or alters them without the consent of EVPARTS.
- 9.5 All other warranties, either expressed or implied, are disclaimed as to the supplied goods and their quality, performance or fitness for a particular purpose. EVPARTS does not warrant that the goods supplied will satisfy the purchaser's requirements.
- 9.6 If EVPARTS complies with condition 9.2 it shall have no further liability for a breach of any of the warranties in condition 9 in respect of such Products.
- 10. LIMITATION OF LIABILITY**
- 10.1 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 10.2 Nothing in the Contract excludes or limits the liability of any party:
- (a) For death or personal injury caused by negligence; or
 - (b) For any matter which it would be illegal for that party to exclude or attempt to exclude its liability; or (c) For fraud or fraudulent misrepresentation.
- 10.3 Subject to condition 10.2 above, no party shall be liable to any other for any claims for loss of profit, loss of business, or depletion of goodwill, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.
- 10.4 EVPARTS' total liability to the Client shall not exceed, in aggregate, the price of the Products and in any event shall be limited to a maximum of £1,000,000.
- 10.5 Regardless of the above, EVPARTS shall in no circumstance be liable for any damages caused by the goods or any damages caused by the use of the goods, if the purchaser fails to implement a software upgrade recommended by EVPARTS.



11. DISPUTES

- 11.1 All disputes or differences which may arise between the parties in respect of the construction or effect of the Contract or the rights duties and liabilities of the parties hereunder or any matter or event connected with or arising out of the Contract (Relevant Event) shall in the first instance be referred to the Managing Directors of both parties (or the person carrying out the equivalent function) for remedy. In the event that the Directors are unable to reach a mutually satisfactory agreement to resolve the Relevant Event within a reasonable time (and in any event within 30 days) of the referral to them, the parties will attempt to settle it by non-binding mediation in accordance with the UK Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the non-binding mediation, a party must serve notice in writing (ADR notice) to the other parties requesting a nonbinding mediation. A copy of the ADR notice should be sent to CEDR Solve. The non-binding mediation will start not later than 21 days after the date of the ADR notice. Unless otherwise agreed, the place of mediation shall be nominated by the mediator.
- 11.2 No party may commence any court proceedings in relation to any dispute arising out of the Contract with another party until 30 days after the appointment of a mediator, unless the right to issue proceedings is prejudiced by such a delay. Notwithstanding the foregoing, either party may seek interim injunctive relief to protect the rights of any party pending the completion of the mediation procedures outlined above.

12. TERMINATION

- 12.1 EVParts may terminate the Contract with immediate effect if at any time the Client:
- fails to pay within the period allowed and/or fails to make payment after a further request for payment; or
 - makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the other or the other ceases, or threatens to cease, to carry on business.
- 12.2 On expiry or termination of the Contract for any reason and subject to any express provisions set out elsewhere in the Contract all outstanding sums payable by the Client to EVParts shall immediately become due and payable.
- 12.3 Any termination of the Contract shall not affect the accrued rights and obligations of the parties nor shall it affect any provision which is expressly or by implication intended to come into force or continue in force on or after such termination.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1 All Intellectual Property Rights in the Products shall be the property of EVParts and EVParts grants the Client a nonexclusive, royalty free, non-transferrable perpetual licence to use such Intellectual Property Rights for the Client's internal business use.

14. NOTICES

- 14.1 Any notice required or permitted to be given under the Contract shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to the Contract to the party giving the notice. Such notice shall be deemed to have been received, if delivered personally, when left at the address and for the party; if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

15. FORCE MAJEURE

- 15.1 Neither party shall be liable to the other party for the non-performance or delay in the performance of any of its obligations hereunder, other than for payment, due to events of Force Majeure. Upon the occurrence of such an event of Force Majeure, the affected party shall immediately notify the other party with as much detail as possible and shall promptly inform the other party of continuing developments. Once the event of Force Majeure is removed or ended the affected party shall perform its obligations with all due speed.

16. ASSIGNMENT AND SUB-CONTRACTING

- 16.1 The Client shall not assign the Contract without EVParts' express written consent.
- 16.2 EVParts is entitled to sub-contract any of its rights or obligations under the Contract as it may determine in its sole discretion.

17. GOVERNING LAW

- 17.1 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including noncontractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

