Safety & Security Solutions for the Logistics Industry

MAPLE FLEET SERVICES

TERMS AND CONDITIONS

The Customer's attention is particularly drawn to the provisions of clause 12 (Limitation of liability).

1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

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

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Commencement Date: has the meaning given **in** clause 2.2**.**

Conditions: these terms and conditions as amended from time to time in accordance with clause 16.6.

Contract: the contract between the Supplier and the Customer for the supply of Goods or Services or Goods and Services in accordance with these Conditions.

Customer: the person or firm who purchases the Goods or Services or Goods and Services from the Supplier.

Delivery Location: has the meaning given in clause 4.1.

Force Majeure Event: has the meaning given to it in clause 15.

Goods: the goods (or any part of them) set out in the Order.

Goods Specification: any specification for the Goods that is agreed in writing by the Customer and the Supplier.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: the Customer's order for the supply of Goods or Services or Goods and Services, as set out in the Customer's purchase order form, or the Customer's written acceptance of the Supplier's quotation, as the case may be.

Services: any design, manufacturing, installation, repair, maintenance, training or other services, to be supplied by the Supplier to the Customer, as set out in the Order and, where applicable, the Service Specification.

Service Specification: any description or specification for the Services provided in writing by the Supplier to the Customer.

Supplier: Maple Fleet Services Limited, a company registered in England and Wales with number 03335374, whose registered office is at Maple House, Crown Royal Industrial Park, Shawcross Street, Stockport, SK1 3EY.

Warranty Period: has the meaning given in clause 5.1.

1.2 Interpretation:

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

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

(c) 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.

2. Basis of contract

2.1 The Order constitutes an offer by the Customer to purchase Goods or Services or Goods and Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).

2.3 Any advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures are issued

or published for the sole purpose of giving an approximate idea of the Goods and Services described in them. They shall not form part of the Contract nor have any contractual force.

2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.5 Any quotation given by the Supplier shall not constitute an offer, and (in the absence of anything expressly stated to the contrary in the quotation) is only valid for a period of 30 Business Days from its date of issue.

2.6 Once an order has been accepted by the Supplier, it may only be amended or cancelled at the discretion of the Supplier and on the condition that the Customer indemnifies the Supplier against any costs, expenses and losses incurred by the Supplier as a result of such amendment or cancellation, which may in some circumstances amount to 100% of the Order value.

3. Goods

3.1 The Goods are described in the Goods Specification.

3.2 The Supplier reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirement, and the Supplier shall notify the Customer in any such event.

3.3 Unless Services are expressly and specifically included within the Order, Goods are sold supply only and on an ex works basis from the Supplier's premises.

4. Delivery of Goods

4.1 As stated in the Order, either :

(a) the Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after the Supplier notifies the Customer that the Goods are ready; or

(b) the Customer shall collect the Goods from the Supplier's premises or such other location as may be agreed with the Customer before delivery (**Delivery Location**) within five Business Days of the Supplier notifying the Customer that the Goods are ready for collection.

4.2 Delivery of the Goods shall be completed on the completion of the unloading or loading of the Goods at the Delivery Location (as the case may be).

4.3 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event, a third party's acts or omissions (including those of a carrier appointed by the Supplier), or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.4 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.5 If the Customer fails to take or accept delivery of the Goods within five Business Days of the Supplier notifying the Customer that the Goods are ready for collection, then except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:

(a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the fifth Business Day following the day on which the Supplier notified the Customer that the Goods were ready; and

(b) the Supplier shall store the Goods until actual delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

4.6 If 20 Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not taken or accepted actual delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

T: 0161 429 1580 F: 0161 477 6377
W: maplefleetservices.co.uk E: info@maplefleetservices.co.uk
A: Maple House, Crown Royal Industrial Park, Shawcross Street, Stockport, SK1 3EY

4.7 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

4.8 The Customer shall inspect the Goods on delivery and ensure they comply with the Order. The Customer shall, within 5 Business Days of delivery, notify the Supplier of any instances of non-compliance reasonably apparent on a normal visual inspection and shall provide the Supplier with such information and access to the Goods as it shall reasonably require to verify the non-compliance. In such circumstances, the Supplier may at its option and within a reasonable period of time repair, replace or refund in full the price of any Goods found to be non-compliant, without any further liability to the Customer.

5. Quality of Goods

5.1 The Supplier warrants that on delivery, and for a period of 12 months from the date of delivery, or such longer period as is specifically agreed in writing by the Supplier (**Warranty Period**), the Goods shall:

(a) conform in all material respects with the Goods Specification; and

(b) be free from material defects in design, material and workmanship.

5.2 Subject to clause 5.3, if:

(a) the Customer gives notice in writing to the Supplier during the Warranty Period and within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;

(b) the Supplier is given a reasonable opportunity of examining such Goods; and

(c) where the goods have been sold supply only, the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost,

the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full. If the Goods are to be repaired or replaced in situ, the Customer shall make the Goods available at the Delivery Location or at such place as is agreed between the parties.

5.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 if:

(a) the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;

(b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;

(c) the defect arises because the Goods have not been regularly serviced in accordance with the Supplier's and/or any third-party manufacturer's instructions;

(d) the defect arises as a result of the Supplier following any drawing, design or specification supplied by the Customer;

(e) the Customer alters or repairs such Goods without the written consent of the Supplier;

(f) the Customer disposes of the Goods without notifying the Supplier;

(g) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or

(h) the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

5.4 Where, following an inspection of the Goods by the Supplier or its representatives, it is ascertained that the Goods do comply with the warranty set out in clause 5.1, the Customer shall be responsible for and shall reimburse on demand any costs (including labour costs) incurred by the Supplier in arranging or performing such inspection.

5.5 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.6 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

6. Title and risk

6.1 The risk in the Goods shall pass to the Customer on completion of delivery.

6.2 Title to the Goods shall not pass to the Customer until the earlier of:

(a) the Supplier receives payment in full (in cash or cleared funds) for the Goods; and

(b) the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 6.4.

6.3 Until title to the Goods has passed to the Customer, the Customer shall:

(a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;

(b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

(c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;

(d) notify the Supplier immediately if it becomes subject to any of the events listed in clause 13.1(b) to clause 13.1(d); and

(e) give the Supplier such information as the Supplier may reasonably require from time to time relating to:

(i) the Goods; and

(ii) the ongoing financial position of the Customer.

6.4 Subject to clause 6.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time:

(a) it does so as principal and not as the Supplier's agent; and

(b) title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs

Provided that nothing in this clause shall relieve the Customer from its liability to pay for the Goods in full.

6.5 At any time before title to the Goods passes to the Customer, the Supplier may:

(a) by notice in writing, terminate the Customer's right under clause 6.4 to resell the Goods or use them in the ordinary course of its business; and

(b) require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

T: 0161 429 1580 F: 0161 477 6377
W: maplefleetservices.co.uk E: info@maplefleetservices.co.uk
A: Maple House, Crown Royal Industrial Park, Shawcross Street, Stockport, SK1 3EY

7. Supply of Services

7.1 The Supplier shall supply the Services to the Customer in accordance with the Service Specification in all material respects.

7.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

7.3 The Supplier reserves the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

7.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

8. Customer's obligations

8.1 The Customer shall:

(a) ensure that the terms of the Order and any information it provides in both the Service Specification and the Goods Specification are complete and accurate;

(b) co-operate with the Supplier in all matters relating to the Services;

(c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises or vehicles and such other facilities as reasonably required by the Supplier to provide the Services or to enable the Supplier and its representatives to inspect the Goods;

(d) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

(e) comply with all applicable laws, including health and safety laws;

(f) comply with the Supplier's oral or written instructions as to the installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice regarding the same and, where the Goods comprise a security device or system, take note of and adhere to the warnings in the Schedule; and

(g) comply with any additional obligations as set out in the Order or the Service Specification or the Goods Specification.

8.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

(a) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

(b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 8.2; and

(c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

9. Charges and payment

9.1 The price for Goods:

(a) shall be the price set out in the Order or, if no price is quoted, the price set out in the Supplier's published price list as at the date of delivery; and

(b) shall, unless stated otherwise in the Order, be exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be invoiced to the Customer.

9.2 The charges for Services shall be set out in the Order. Where the charges are to be calculated on a time and materials basis:

(a) the charges shall be calculated in accordance with the Supplier's daily fee rates, as set out in the Order;

(b) the Supplier's daily fee rates for each individual person are calculated on the basis of an eight-hour day worked during Business Hours;

(c) the Supplier shall be entitled to charge an overtime rate for any time worked by individuals whom it engages on the Services outside the hours referred to in clause 9.2(b). This rate shall be 200% of the daily fee rate (or such alternative rate as is expressly set out in the Order), calculated on a pro rata basis for each part day; and

(d) the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.

9.3 The Supplier reserves the right to:

(a) increase the price of the Goods or Services, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods or Services to the Supplier that is due to:

(i) any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

(ii) any request by the Customer to change the delivery date, type of Goods or Services ordered, or the Goods Specification or the Services Specification; or

(iii) any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.

9.4 In respect of Goods, the Supplier may invoice the Customer on or at any time before or after completion of delivery. In respect of Services, the Supplier shall invoice the Customer on completion of the Services or as set out in the Order.

9.5 The Customer shall pay each invoice submitted by the Supplier:

(a) as specified in the Order or, if there are no payment terms specified, within 30 days of the date of the invoice; and

(b) in full and in cleared funds to a bank account nominated in writing by the Supplier, and

time for payment shall be of the essence of the Contract.

9.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.

9.7 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 13, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 9.7 will accrue each day at 5% a year above the Bank of England's base rate from time to time, but at 5% a year for any period when that base rate is below 0%.

9.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

10. Intellectual property rights

All Intellectual Property Rights in the Goods or in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.

11. Confidentiality

11.1 Each party undertakes that it shall not at any time 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 11.2.

11.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives, contractors or subcontracts or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 11;

T: 0161 429 1580 F: 0161 477 6377
W: maplefleetservices.co.uk E: info@maplefleetservices.co.uk
A: Maple House, Crown Royal Industrial Park, Shawcross Street, Stockport, SK1 3EY

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority; or

(c) with the prior written consent of the other party.

11.3 No party shall use any 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.

12. Limitation of liability

12.1 References to liability in this clause 12 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

12.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

(a) death or personal injury caused by negligence;

(b) fraud or fraudulent misrepresentation;

(c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and

(d) defective products under the Consumer Protection Act 1987.

12.3 Subject to clause 12.2 and 12.4, the Supplier's total liability to the Customer shall not exceed the higher of £50,000 (fifty thousand pounds) and the total price and/or charges payable under the Contract, whether or not invoiced to the Customer, in the contract year in which the breach occurs. (A contract year being the 12 month period commencing on the Commencement Date or any anniversary of it.)

NB. The Supplier has based its prices and charges on the maximum level of liability set out in this clause 12.3. The Customer and the Supplier may agree in writing to a higher level of liability subject to an appropriate adjustment in the price of the Goods and/or Services.

12.4 This clause 12.4 sets out specific heads of excluded loss and exceptions from them]:

(a) Subject to clause 12.2 and 12.3 clause 12.4(c) identifies the kinds of loss that are not excluded. Subject to that, clause 12.4(b) excludes specified types of loss.

(b) The following types of loss are wholly excluded:

(i) loss of profits;

(ii) loss of sales or business;

(iii) loss of agreements or contracts;

(iv) loss of anticipated savings;

(v) loss of use or corruption of software, data or information;

(vi) loss of or damage to goodwill; and

(vii) indirect or consequential loss.

(c) The following types of loss and specific loss are not excluded:

(i) sums paid by the Customer to the Supplier pursuant to the Contract, in respect of any Goods or Services not provided in accordance with the Contract;

(ii) wasted expenditure; and

(iii) additional costs of procuring and implementing replacements for, or alternatives to, Goods or Services not provided in accordance with the Contract.

12.5 The Supplier has given commitments as to compliance of the Goods and Services with relevant specifications in clause 5 and clause 7. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

12.6 This clause 12 shall survive termination of the Contract.

13. Termination

13.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so; (In the case of a material breach by the Supplier, this period shall be extended accordingly where the Supplier is delayed in

remedying the breach as a result of a Force Majeure Event or as a result of any act or omission of the Customer.);

(b) the other party 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;

(c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

(d) the other party'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.

13.2 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract within 7 days of the due date for payment.

13.3 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 13.1(b) to clause 13.1(d), or the Supplier reasonably believes that the Customer is about to become subject to any of them.

14. Consequences of termination

14.1 On termination of the Contract:

(a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;

(b) the Customer shall return all of the Goods which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be

solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

14.2 Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

14.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

15. Force majeure

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control, including the unavailability of parts (a **Force Majeure Event**). The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 12 weeks, the party not affected may terminate the Contract by giving written notice to the affected party.

16. General

16.1 Assignment and other dealings

(a) The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

(b) The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier.

16.2 **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 or part provision of the Contract is deemed deleted under this clause 16.2 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.

16.3 **Waiver.**

(a) 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.

(b) 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.

16.4 **Entire agreement**.

(a) The Contract constitutes the entire agreement between the parties.

(b) 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 or negligent misstatement based on any statement in the Contract.

16.5 **Third party rights.**

(a) 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.

(b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

16.6 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

16.7 **Governing law.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

16.8 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

T: 0161 429 1580 F: 0161 477 6377
W: maplefleetservices.co.uk E: info@maplefleetservices.co.uk
A: Maple House, Crown Royal Industrial Park, Shawcross Street, Stockport, SK1 3EY

Safety & Security Solutions for the Logistics Industry

SCHEDULE

In the interests of safety and security, the Customer's attention is drawn to the following:

A security device or system:

- can be a deterrent but it can never be a guarantee against theft. Whilst the Supplier endeavours to update its security systems and products, all security systems and products are at risk from a determined attack and advancements in technology by criminals. The Customer should ensure that its possessions are adequately insured. In accordance with clause 12 of the Maple Fleet Services Terms and Conditions the Supplier is not liable for consequential or financial loss claims.

- is in addition to standard OEM fittings and is not a replacement for a fully operational door and closing latch and should not be relied on as such.

- should where applicable be fitted with a manual override or emergency release and all operators must be trained in their use.

- should be checked that it and any manual override or emergency release is fully operational before each use.

- must be serviced and maintained in accordance with manufacturer's instructions.

Any user instructions and warnings on the device or system must be clearly visible and not be removed, covered or defaced.

The Supplier must be notified of any sale or transfer of the device or system to a third party and the device or system must be decommissioned unless the transferee and the Supplier enter into a new maintenance agreement.