



BLUE LIGHT SERVICES SPECIALIST VEHICLES LIMITED TERMS AND CONDITIONS OF PURCHASE

These General Conditions of Purchase are incorporated as an inherent part of this Purchase Documents and must be accepted as the basis of this agreement to sell and purchase. They may not be varied, except as described below, and conditions published in any form by the person, firm or company to whom the Purchase Documents is addressed shall neither annul nor alter them unless specifically agreed in writing by an authorised officer of Blue Light Services Specialist Vehicles Limited.

1. DEFINITIONS

In these Terms and Conditions the following words and expressions shall have the meanings set out below unless the context otherwise requires:- 'Buyer' means the 'Client' or any wholly owned subsidiary so named in the Purchase Documents. 'Contract' means the contract between the Buyer and the Seller for the sale and purchase of the Goods, which is constituted by the "Purchase Documents" (Quote, drawings, specification and warranty terms) and these Terms and Conditions. 'Goods' means the goods described in the Purchase Documents. Seller' will remain at all time, Blue Light Services Specialist Vehicles Ltd.

1.1 In interpreting these Terms and Conditions:-

1.1.1 headings are for ease of reference only and shall not affect the construction of these Terms and Conditions;

1.1.2 the words "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as limiting the generality of any preceding words; and

1.1.3 where reference is made to a statutory provision this includes any statutory provision which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same and any Documents, regulations or other delegated or subordinate legislation made from time to time under it.

2. BASIS OF PURCHASE

2.1 The Purchase Documents constitute an offer by the Seller to the Buyer to purchase the Goods subject to the terms of the Purchase Documents and these Terms and Conditions.

2.2 The terms of the Purchase Documents and these Terms and Conditions shall apply to and form part of the Contract to the exclusion of any terms and conditions referred to, offered, or stated to apply by the Seller at any stage in the dealings between the Buyer and Seller with reference to the Goods to which the Contract relates.

2.3 Any amendment to the terms of the Purchase Documents and/or these Terms and Conditions shall be binding upon the Buyer only if made by a written instrument expressly amending the Purchase Documents and/or these Terms and Conditions signed by a duly authorised representative of the Buyer.

2.4 If the Seller is the owner of any Software or any application software forming part of the Goods, the Seller hereby grants to the Buyer a non-exclusive and (save as provided in Clause 2.5) a non-transferable licence to use such software (in the form in which it is embedded into the Goods at the time of delivery to the Buyer).

2.5 The Buyer shall be entitled to transfer the benefit of the licence granted pursuant to Clause 2.4 to the purchaser(s) of the Goods (or any part thereof) from the Buyer at any time in the future.

2.6 If the Seller is not the owner of any Software (or any part thereof) or any application software forming part of the Goods, it shall ensure that the Goods are supplied with an appropriate end-user licence from the owner of such software or (as the case may be).

2.7 The Seller can only indicate a projected delivery date of the goods once the Purchase Documents have been signed and submitted by the Seller. All deliveries are subject to factors beyond the control of the Seller and therefore all delivery dates are projected and should be regarded as such at all times.

3 SPECIFICATIONS AND QUALITY

3.1 The Seller shall supply the Goods in accordance with the specifications and other requirements described in or attached to the Purchase Documents.

3.2 The Seller undertakes to supply the Goods using suitably experienced personnel who will carry out their duties with due diligence and in accordance with good industry practice, using materials of good construction and adequate strength which are free of defects in design, materials and workmanship.

3.3 The Goods shall comply with the express terms of the Purchase Documents and these Terms and Conditions and with the implied conditions, warranties and terms contained in the Sale of Goods Act 1979 and related statutes and with any specification of the British Standards Institution (or equivalent) which is relevant to the Goods at the time of Contract, with the exception of Goods made to Buyer's design or instructions.

3.4 The Seller shall comply with all applicable statutes, regulations and/or legal requirements concerning the manufacture, sale and delivery of the Goods, with the exception of Goods made to Buyer's design or instructions.

3.5 With regard to converted vehicles, the vehicle design and application are bespoke and designed and built to the Buyer's specification, whether tested or not, and the Seller does not offer any assurances, guarantees (implied or otherwise) as to the suitability of the vehicle, its design, layout or equipment in terms of its intended application. The Buyer should satisfy themselves that the vehicle conforms to all requirements pertaining to its application before it's used.

4. VARIATIONS

The Seller shall not alter or provide goods different from any of the Goods, except as expressly directed in writing by the Buyer. The Buyer shall not have the right, once the Purchase documents are signed to amend any terms including the design of the vehicle. Any vehicle design changes requested by the Buyer will be considered by the Seller and where these can be incorporated they will be (subject to a revision of the quote), but the possibility exists that production of the vehicle or its components may be underway, or irreversible orders placed, and therefore no changes will be possible without additional costs and delays. Any such changes will require a formal request from the Buyer in writing and changes are only considered accepted by the Seller once confirmation of the same is supplied by the Seller to the Buyer.

5. DELIVERY, PACKAGING AND MARKING

5.1 The Goods shall be delivered to the address stated in the Purchase Documents during the Buyer's usual business hours on the date or as close as possible to that date as stated in the Purchase Documents. Delivery of vehicles are subject to events beyond the control of the Seller and therefore all delivery dates are projected and subject to change.

5.2 If Goods are incorrectly delivered the Seller will be responsible for any additional expense incurred in delivering them to the correct address.

5.3 If the Buyer wishes to arrange for delivery of the Goods this should be included within the Purchase Documents.

5.4 The Seller shall maintain their own delivery records including photographs of all completed vehicles.

5.5 If the Vehicles are to be delivered in stages, and or the payments of vehicles are made in stages, the Contract will be treated as a single contract and not severable.

5.6 The Seller shall ensure that all Goods supplied against the Contract are adequately protected against damage and deterioration in transit and delivered carriage paid. Any information relating to the handling of Goods upon receipt shall be clearly marked in English on the exterior packaging and accompanying paperwork.

5.7 The Seller shall assume that the Buyer is trained and where necessary qualified to use all equipment therein including the vehicle. If the Buyer requires any training in the use of the vehicle or it's equipment then the Buyer should request the same in advance of the vehicle being delivered.

6. PROPERTY AND RISK

6.1 Subject to Clause 6.2, property and risk in the Goods (vehicle and all equipment contained therein) shall pass to the Buyer immediately after delivery has been satisfactorily effected, provided that such passing of property and risk shall not prejudice either the Buyer's right to reject the Goods pursuant to Clauses 7 or 8 or any other rights that the Buyer may have under the Contract.

6.2 Where advance or progress payments are made by the Buyer, property, but not risk, shall pass to the Buyer as soon as the first of such advance or progress payment(s) has been made.

7. CLOSED CIRCUIT VIDEO RECORDING

7.1 The Seller will install any equipment as directed by the Buyer and then detailed within the Specification. The suitability in terms of quality and technical application as well as lawful use of any such equipment is the responsibility of the Buyer.

7.2 The Seller will test all cameras and the recording equipment if installed immediately prior to delivery.

7.3 The Seller strongly advises the Buyer to introduce a procedural regime whereby the hard drive or other recording medium is both tested and formatted at regular intervals as such equipment is subject to failure. The Seller will not be held responsible for any equipment failures save for its warranty obligations.

7.4 The Seller strongly advises the Buyer to test the equipment including the retrieval of video storage prior to any vehicles going on the road for the first time.

8. RIGHT OF REJECTION

8.1 In the case of Goods delivered against the Contract by the Seller not materially conforming whether by reason of not being of the quality, or fit for the purpose specified in the Purchase Documents, then the Buyer shall have the right to reject any or all such Goods within a reasonable time of their delivery. Upon rejection property and risk in the rejected Goods shall revert to the Seller. The Buyer has a responsibility to ensure that they examine the goods immediately when delivered as no rejections will be accepted for cosmetic issues post delivery.

8.2 Where Vehicles or equipment therein are rejected, the Buyer will afford the Seller reasonable opportunity to repair or replace the same in reasonable time. If the Seller fails for whatever reason to meet all or any the aforementioned requirements (as detailed in the Purchase Documents) then the Buyer shall have the right to procure equivalents elsewhere without prejudice to any other rights or remedies which the Buyer may have against the Seller.

8.3 The making of payment (either in whole or in part) shall not prejudice the Buyer's right of rejection. Subject to clause 8.2, the Seller shall pay to the Buyer, forthwith on receipt of notice (whether in writing or otherwise) from the Buyer that the Buyer has rejected the Goods, in full any amounts paid by the Buyer in respect of rejected Goods.

9. PRICES

The price of the Goods shall be as stated in the Purchase Documents and, unless specifically agreed otherwise, all prices shall be firm and fixed and no variation of price nor reconciliation of costs shall be permitted for the duration of the Contract, save for any changes in VAT or any equivalent Central Government taxation or levies.

If stated within the Purchase Documents, late penalty fees may apply in the event of payments outside of the payment schedule.

10. PAYMENT

10.1 Provided the Goods have been delivered and they comply with the requirements of the Contract to the reasonable satisfaction of the Buyer, then, subject to the accuracy of invoice, the Buyer is obliged to make payments in accordance with the payment schedule as detailed within the Purchase Documents.

10.2 The Seller will supply bank details within the Purchase Documents. The Buyer should not accept any variation of bank details or instructions unless these are received in writing and the same confirmed with a telephone conversation between the Buyer and Johnny Fieldhouse.

10.3 The Seller will not be responsible for the Buyer making a payment to an incorrect bank account.

10.4 Any payment made shall be without prejudice to the Buyer's rights to reject the Goods pursuant to Clauses 7 or 8 as applicable.

10.5 When the Seller has the goods ready for delivery on or after the expected delivery date, then the Buyer must make best endeavours to ensure the vehicles and other goods can be delivered without delay. In the event, the Buyer is not able to take delivery of the vehicles or associated goods within 7 days of the projected delivery date, then the Seller can insist upon payment as if the vehicles had been delivered. The Seller will make inspection of the vehicles available to the Buyer prior to the 7 days. The late payment penalties as detailed within the Purchase Documents will apply immediately after the 7 days referred to above.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 The Buyer shall indemnify and keep indemnified the Seller in full and on demand against all actions, suits, claims, demands, losses, charges, costs and expenses which the Seller may suffer or incur as a result of or in connection with any claim that the Vehicles and their design infringe the Intellectual Property Rights of any third party.

12. CONFIDENTIAL INFORMATION

The Seller shall treat all information provided by the Buyer as confidential and use such information only for the purposes of fulfilling the Contract. Where drawings or other data are issued by the Buyer to the Seller, the Seller shall exercise proper custody and control of same. Such drawings or other data provided by the Buyer shall remain the property of the Buyer. On completion, cancellation or termination of the Contract for any reason, the Seller shall return or dispose of such drawings or other data in accordance with the Buyer's written instructions.

13. SAFETY

13.1 In accordance with the requirements of the Health and Safety at Work etc Act 1974 any safety precautions required for the handling of the material covered by the Contract are to be clearly indicated on each consignment.

13.2 Hazardous goods must be marked in accordance with the Chemicals (Hazard Information and Packaging for Supply) Regulations 2002. All risk and safety warnings and phrases must be in English.

14. SPARES, USAGE AND STORAGE

14.1 Notwithstanding misuse or accidental damage, without prejudice to any rights that the Buyer may have under the Purchase Documents, these Terms and Conditions or by statute, common law or otherwise, the Seller shall, where necessary during the twelve month period from the date of the Contract, supply and fit, free of charge, new spare parts required for the purposes of repair of the conversion of the vehicle and any equipment contained therein. For the avoidance of doubt, the base vehicle is warranted by the vehicle manufacturer and the Buyer is required to liaise directly with the vehicle manufacturer in relation to any defects with the vehicle itself and at no time is the Seller responsible financially or otherwise for any defects with the vehicle or service provided by the vehicle manufacturer.

14.2 The Seller provides a warranty for the conversion of the vehicle and equipment contained therein as detailed in the Purchase Documents. No other warranty terms exist implied or otherwise and warranty terms can be varied subject to negotiation prior to the issuing of Purchase Documents if the Seller is not satisfied with the level of warranty.

14.3 The Buyer is an experienced professional within their industry and there is an expectation that the Buyer is conversant with all aspects of the use of the vehicle(s) and the equipment contained therein. The Buyer is therefore responsible for ensuring the equipment is used in accordance with manufacturer's guidelines and industry standards to avoid any misuse or avoidable damage to the Vehicle(s) of equipment therein.

14.3 Various items of equipment, for example (but not limited to) the Air Conditioning servicing the rear of the vehicle, which may have been installed by the Seller will almost certainly require occasional servicing. This servicing not only extends the life of the equipment, but it is necessary to ensure the equipment operates safely and is also necessary to maintain the Buyer's manufacturer's warranty obligations. The Seller converts vehicles to the specification of the Buyer and therefore it's the responsibility of the Buyer to ensure they understood the servicing regime for all and any equipment installed.

14.4 Additional contractual obligations exist within the Warranty documentation that forms part of the Purchase Documents.

15. DEPOSITS

15.1 As security for the correct fulfilment of this Agreement the Buyers shall pay a deposit, if requested, as specified in the Purchase Documents. Irrespective of whether a deposit is requested or not, the Buyer accepts that even without the obligation of a deposit the signing of the Purchase Documents represents a legally binding agreement between both parties.

15.2 Any deposit received represents a part payment towards the final invoice value.

15.3 A deposit is paid as a guarantee for performance of the contract. The Buyer will forfeit the deposit if completion does not occur due to the Buyer's default.

16. CANCELLATION

16.1 Upon execution of the Purchase Documents by the Buyer, no cancellation in part or in full is allowed. The Goods as referred in the agreements are emergency vehicles and associated equipment. The base vehicle(s) will have been specially ordered from a vehicle manufacturer where no cancellation terms exist. In the event of cancellation of any order, in part or in full, the full invoice value will require settlement.

16.2 Without prejudice to Clause 16.1, the Buyer may be entitled to cancel the equipment (in part or in full) that forms part of the agreement as per the Purchase Documents. This will depend upon whether the Seller can cancel the order with their supplier(s) or whether the items can be switched to another client order. The Buyer's sole liability to the Seller shall be to pay to the Seller the price for the equipment to the extent already supplied or performed and to reimburse the Seller for any reasonable sums due by the Seller to a third party in respect of any equipment for which the Buyer has exercised its right of cancellation which cannot be avoided by the Seller.

16.3 The Buyer shall be entitled to cancel the Contract or any part thereof, without prejudice to any other remedy the Buyer may have, by giving written notice to the Seller if :-

16.3.1 the Buyer has rejected Goods pursuant to Clauses 7 or 8 above; or

16.3.2 there is a material breach by the Seller of any term of the Purchase Documents and/or these Terms and Conditions which cannot be remedied or, if remediable, is not remedied within thirty (90) days of that party being requested in writing to do so; or

16.3.3 the Seller becomes insolvent and has a trustee in bankruptcy or receiver or judicial factor or (if a company) has an administrative receiver, receiver, liquidator or administrator appointed over all or a substantial part of its assets or makes any voluntary arrangement with its creditors or threatens to cease to carry on business or the Buyer has reasonable grounds to believe that any of the foregoing events is about to occur in relation to the Seller; or

16.3.4 the Seller suffers or permits a change of control (within the meaning of Section 840 of the Income and Corporation Taxes Act 1988).

16.3.5 In the event of cancellation for any of the foregoing reasons the Buyer shall not be liable for any unfulfilled commitment under the Contract.

17. INSURANCE

The Buyer will become immediately responsible for insuring the Vehicle(s) once delivered. It's of course a legal requirements for all vehicles to be appropriately insured before they can be used on public roads.

It will be for the Buyer to decide what insurance arrangements, if any, they wish to make for any equipment that is installed within the vehicle(s).

18. INSOLVENCY

If the Seller should become insolvent within the meaning of the prevailing Bankruptcy laws, or have an administrative receiver appointed to commence the winding-up, the Buyer may without replacing or reducing rights terminate the Contract with immediate effect by written notice to the Seller or any person or organisation in whom the Contract may have been vested.

19. ASSIGNATION AND SUB-CONTRACTING

19.1 The Seller shall not assign or subcontract any of its rights or duties either in whole or in part under the Contract without prior written permission of the Buyer.

19.2 Where prior written authority is given, the Seller shall remain responsible for the performance of the Contract and shall ensure that any assignee and/or sub-contractor complies with the terms and requirements of the Contract. The Seller shall be responsible for the acts and omissions of any sub-contractor as if they were the Seller's own acts and omissions and shall indemnify and keep indemnified the Buyer in full and on demand against all actions, suits, claims, demands, losses, charges, costs and expenses which the Buyer may suffer or incur as a result of or in connection with any act or omission of any sub-contractor of the Seller.

20. NO WAIVER

No failure of delay by the Buyer in exercising any right or remedy under the Contract shall operate as a waiver of such right or remedy nor shall any single or partial exercise or waiver of any such right or remedy preclude its further exercise or the exercise of any other right or remedy.

21. SEVERABILITY

If any provision of these Terms and Conditions and/or the Purchase Documents is held to be invalid or unenforceable, the remaining provisions and parts of these Terms and Conditions and/or the Purchase Documents shall remain in full force and effect.

22. NON-OBSERVANCE OF CONDITIONS

If the Seller shall breach or fail to observe any provision of this Contract they may be issued with a written notice of such breach or non-observance requesting that the Seller take corrective action. If the Seller should fail to take appropriate action within a reasonable period, the Buyer shall have the right to give written notice terminating the Contract with immediate effect.

23. GOVERNING LAW

The validity and performance of the Contract shall be governed by and construed in accordance with English Law and the Seller thereby irrevocably submits to the jurisdiction of the English courts. The submission to such jurisdiction shall not (and shall not be construed so as to) limit the right of the Buyer to take proceedings against the Seller in any other court of competent jurisdiction, nor shall the taking of proceedings by the Buyer in any one or more jurisdiction preclude the taking of proceedings by the Buyer in any other jurisdiction, whether concurrently or not.

24. VEHICLE REGISTRATION

24.1 All vehicles supplied from 'Renault Truck' will be registered using the online AFRL system, on confirmation of payment the vehicle or vehicles will be registered to the company name and address supplied within the 'customer information form'.

24.2 Vehicles purchased via 'Renault UK' will be registered using manual V55s and sent to the DVLA to process. It is recommended that all customers check the DVLA website to confirm registration of a vehicle before driving.

Link to DVLA website:

25. VEHICLE LIVERY

High pressure washers may compromise the adhesion of vehicle livery and therefore it's recommended that a low pressure system of cleaning is adopted.

26. FORCE MAJEURE

26.1 Occasionally the Seller's delivery to the Buyer may be affected by a Force Majeure Event.

26.2 The Seller will not be liable or responsible for any failure to perform, or delay in performance of, any of the Seller's obligations under the Contract that is caused by a Force Majeure Event.

26.3 A Force Majeure Event means any act or event beyond the Seller's reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural disaster, global material or supply problems or failure of public or private telecommunications networks.

27. DATA PROTECTION

27.1 Personal Data - Compliance with the Data Protection Legislation (Data Protection Act 1998) Each Party shall comply with its respective obligations under the provisions of the Data Protection Legislation. In particular, each party shall comply with its respective provisions set out in the GDPR. Without prejudice to the meaning afforded to each party under the GDPR (the General Data Protection Regulation (EU 2016/679) (GDPR), the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner), the intention of the parties is that in respect of the Buyer Data and any personal data processed on behalf of the Buyer by the Seller, the Buyer shall be the data controller and the Seller shall be a data processor. As used in this Clause the terms "process", "processing", "personal data" and "data subjects" shall have the meanings ascribed to them in the Data Protection Legislation.

27.2 Data Processor Obligations - The Seller shall (and shall ensure that its Contract Workers and agents shall):

27.2.1 implement and maintain appropriate technical and organisational measures and safeguards for protection of personal data, to ensure the rights of data subjects are protected and to ensure that processing will meet the requirements of the General Data Protection Regulation;

27.2.2 ensure that all employees and subcontractors authorised to process personal data are subject to binding confidentiality obligations in respect of that personal data; 27.2.3 assist the Buyer, using appropriate technical and organisational measures, to respond to requests from data subjects including requests for information, requests for deletion and amendments of information and requests for the transfer of data;

27.2.4 assist the Buyer in ensuring compliance with its security, data breach notification, impact assessment and consultation obligations under Data Protection Legislation, taking into account the nature of processing and information available to the data processor;

27.2.5 at the Buyer's election, delete or return all personal data and existing copies to the Buyer (unless Data Protection Legislation requires the data processor to store that personal data);

27.2.6 make available to the Buyer all information necessary, and allow for and contribute to audits and inspections conducted by the Buyer or the Buyer's mandated auditor, to demonstrate the data processor's compliance with its obligations under this agreement;

27.2.7 immediately inform the Buyer if, in the data processor's opinion, any instruction given by the Buyer to the data processor infringes Data Protection Legislation;

27.2.8 maintain a written record of all processing activities under its responsibility and of all categories of processing activities carried out on behalf of the Buyer, that satisfies the requirements of the Data Protection Legislation;

27.2.9 cooperate on request with any relevant European Union or member state supervisory authority;

27.2.10 notify the Buyer without undue delay after becoming aware of a breach of personal data and notify the Buyer immediately if it is asked to do something infringing the GDPR or other data protection law of the EU or a member state;

27.2.11 take any further action and execute any further documents and amendments to this Contract as may, in the Buyer's reasonable opinion, be required to comply with Data Protection Legislation;

27.2.12 only process personal data in accordance with the Buyer's documented instructions consistent with and in the scope of this Contract (unless required to do so by applicable law, in which case the data processor shall inform the Buyer of that legal requirement unless prohibited by law on important grounds of public interest);

27.2.13 only engage another processor to carry out specific processing activities with prior specific or general written authorisation of the Buyer, and only where that other processor is subject to a written contract imposing on that other processor the same data protection obligations as are imposed on the data processor in this Contract;

27.2.14 not process or transfer personal

data outside the European Economic Area except with the express prior written consent of the Buyer; and

27.2.15 nothing within this Contract relieves the processor of its own direct responsibilities and liabilities under the GDPR.

27.3 The Seller agrees that the technical and organisational measures referred to in Clause

27.2 above shall ensure a level of security appropriate to the risk, taking into account:

27.3.1 the state of the art, the costs of implementation;

27.3.2 the nature, scope, context and purposes of processing and risks of varying likelihood; and

27.3.3 severity for the rights and freedoms of individuals.

27.4 The Seller agrees that the technical and organisational measures to be implemented by them and as referred to in Clause

27.4.1 above shall include, as appropriate:

27.4.1 pseudonymisation and encryption of personal data;

27.4.2 the ability to ensure the on-going confidentiality, integrity, availability and resilience of processing systems and services;

27.4.3 the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and

27.4.4 a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

27.5 The Seller will indemnify and keep indemnified the Buyer on demand from and against any costs, claims, liabilities and expenses (including legal expenses on an indemnity basis) suffered or incurred by the Buyer as a result of (1) any failure by the Seller to comply with its obligations under the Data Protection Legislation, or (ii) any breach by the Seller of this Clause 27. September 2018