

CONDITIONS OF SALE of MAC'S TRUCK (RENTAL LEASING) CO LTD ("Conditions")

The Buyer's attention is particularly drawn to the provisions of clause 11.

Definitions used in the Conditions appear at clause 15.8.

1. Quotations and Orders

- The Order constitutes an offer by the Buyer to purchase Goods and/or Services in accordance with these Conditions.
- The Order shall only be deemed to be accepted when Mac's Truck Rental:
- acceptance of the Order is upon receipt of a non-refundable deposit which is exclusive of VAT on behalf of the Buyer in full and cleared funds (the value of such deposit shall be stipulated by Mac's Truck Rental); or
- if earlier, and in respect of Goods comprising parts only, otherwise delivers, posts or arranges collection for the Goods,

at which point and on which date the Contract shall come into existence.

- These Conditions shall govern the Contract to the exclusion of any other terms and conditions that the Buyer seeks to impose or incorporate, or which are implied by trade, customer, practice or course of dealing.
- Mac's Truck Rental' employees or agents are not authorised to make any representations concerning the Goods and/or Services unless confirmed by an Authorised Representative of Mac's Truck Rental in writing. In entering into the Contract, the Buyer acknowledges that it does not rely on any such representations which are not so confirmed and specified by Mac's Truck Rental as forming part of the Contract.
- Any samples, drawings, descriptive matter or advertising issued by Mac's Truck Rental and any descriptions of the Goods or illustrations or descriptions of the Services contained in Mac's Truck Rental' catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force. Accordingly, any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Mac's Truck Rental shall be subject to correction without any liability on the part of Mac's Truck Rental.
- Any Quotation shall not constitute an offer and is only valid for a period of 30 calendar days from its date of issue.
- The Buyer shall be responsible to Mac's Truck Rental for ensuring the completeness and accuracy of any information submitted by the Buyer to Mac's Truck Rental (including any specification and the terms of the Order), and for giving Mac's Truck Rental any necessary information relating to the Goods and/or Services within a sufficient time to enable Mac's Truck Rental to perform the Contract in accordance with the agreed terms.
- No Order which has been accepted by Mac's Truck Rental may be cancelled by the Buyer except with the prior written agreement of Mac's Truck Rental and on terms that the Buyer shall indemnify Mac's Truck Rental in full against all losses (including any direct, indirect or

consequential losses, loss of profit, loss or reputation and all interest, penalties and legal and other professional costs and expenses), costs (including the cost of all labour and materials used), damages, charges, expenses and other liabilities suffered or incurred by Mac's Truck Rental arising out of or in connection with such cancellation (including where Mac's Truck Rental has incurred any costs or become bound to pay any costs in connection with the Order) and for the avoidance of doubt the Buyer's deposit shall not be refundable.

- All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

2. Goods

- If the Goods are to be manufactured, or any process is to be applied to the Goods in any way, by Mac's Truck Rental in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Company against all liabilities, losses (including any direct, indirect or consequential losses, loss of profit, loss or reputation and all interest, penalties and legal and other professional costs and expenses), damages, costs and expenses awarded against or incurred by Mac's Truck Rental in connection with any claim made against Mac's Truck Rental for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Mac's Truck Rental' use of the Buyer's specification.
- The quality, description and any specification for the Goods shall be set out in the Quotation, or if no Quotation is given, as described in Mac's Truck Rental' catalogue.
- Mac's Truck Rental reserves the right to make any changes to the specification of the Goods which are required to conform with any applicable statutory or regulatory requirements or which do not materially affect their quality or performance.

3. Prices

- The price of the Goods and/or Services shall be the price set out in the Quotation or in respect of Services, calculated in accordance with Mac's Truck's standard charges for services of that type at the date of the Services being performed by Mac's Truck Rental.
- Mac's Truck Rental reserves the right, by giving notice to the Buyer at any time before collection of Goods and/or performance of the Services, to increase the price of the Goods and/or Services to reflect any increase in the cost to Mac's Truck Rental which is due to:
- any factor beyond the control of Mac's Truck Rental (including foreign exchange fluctuation, taxes (including but not limited to value added tax (VAT)), currency regulation, shipping/distribution costs, alteration of duties, increase in the costs of labour, materials or other costs or requirements of manufacture);
- any change either made by the Buyer or by Mac's Truck Rental' contractors, suppliers, manufacturers or distributors/dealerships to the:
 - specification of the Goods;
 - collection dates;
 - quantities of the Goods;
 - change of performance dates;
 - extent of the Services to be performed;
 - requirements of any regulatory or legal criterions such as to conform with DVSA, COP, Whole Body Type Approved and Ministry of Transport standards; or

- any delay caused by any instructions of the Buyer or failure of the Buyer to give Mac's Truck Rental adequate or accurate information or instructions in respect of the Goods and/or Services.
- Mac's Truck Rental further reserves the right to charge the Buyer for any additional fees or expenses incurred by Mac's Truck Rental in the performance of the Services to the extent these are caused by any change in the scope of the Services to be performed, and/or any act or omission of the Buyer, which becomes apparent during the performance of the Services.
- The price of the Goods and/or Services is exclusive of any applicable VAT chargeable from time to time. Where any taxable supply for VAT purposes is made under the Contract, the Buyer shall be liable to pay to Mac's Truck Rental such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of Goods and/or Services.

4. Payment

- **Goods which comprises of vehicle(s).** Subject to any special terms agreed in writing by Mac's Truck Rental for Goods ordered which are vehicle(s), the Buyer shall pay Mac's Truck Rental a non-refundable deposit (in accordance with clause 1.2.1) and, for the avoidance of doubt, Mac's Truck Rental shall be under no obligation to allow the Buyer to collect the Goods until the Buyer has paid for the Goods in full and cleared funds.
- **Goods which comprises of parts.** Subject to any special terms agreed in writing by Mac's Truck Rental for Goods ordered which are parts, Mac's Truck Rental shall dispatch the Goods within 14 calendar days of the date which it receives payment full and cleared funds.
- Subject to any special terms agreed in writing by Mac's Truck Rental, in respect of Services, Mac's Truck Rental shall be entitled to invoice on acceptance of the Order by Mac's Truck Rental and the Buyer shall pay the invoice prior to collection.
- The time of payment shall be of the essence of the Contract. Receipts for payment will be issued only upon request.
- If the Buyer fails to make any payment on the respective due date(s) then, without prejudice to any other right or remedy available to Mac's Truck Rental (such as the right to terminate the Contract), Mac's Truck Rental shall be entitled to charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 4 per cent per annum above Barclays Bank plc's base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest). The Buyer shall pay the interest together with the overdue amount.
- The Buyer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. Mac's Truck Rental may, without limiting its other rights or remedies, set off any amount owing to it by the Buyer against any amount payable by Mac's Truck Rental to the Buyer.
- At Mac's Truck Rental's sole discretion, if the Buyer fails to make a payment during the preparation of the build of Goods which comprises of vehicles, then Mac's Truck Rental shall cease production of the Goods, either temporary or permanently, until the Buyer makes full payment together with interest pursuant to clause 4.6. Where payment is not made when

due, Mac's Truck Rental shall, without limiting any other remedies available to it, recover any outstanding sums from the Buyer.

5. Collection

- Any dates quoted for collection of the Goods are approximate only. Time for collection shall not be of the essence of the Contract for Mac's Truck Rental but time is of the essence for the Buyer.
- The Buyer is obliged to collect the Goods from Mac's Truck Rental' premises of 817 – 819 New Hey Road, Outlane, Huddersfield, HD3 3FG, upon notification by Mac's Truck Rental, on a day, other than a Saturday, Sunday or public holiday in England.
- All or any of the Services may be performed by Mac's Truck Rental in advance of the collection date without Mac's Truck Rental giving notice to the Buyer.
- If the Buyer fails to collect the Goods on the date and time stipulated by Mac's Truck Rental then, without prejudice to any other right or remedy available to Mac's Truck Rental, Mac's Truck Rental may:
 - store the Goods until actual collection is made and charge the Buyer for the reasonable costs (including insurance) of storage;
 - upon notifying the Buyer, sell the Goods comprising of Vehicles at the best price possible after deducting all reasonable storage and selling expenses, account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract; or
 - upon notifying the Buyer, sell the Goods comprising of parts at the best price readily obtainable and, provided that the Buyer has paid for the Goods in full, after deducting all reasonable storage and selling expenses, account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.
- For Goods comprising of vehicle(s), the Buyer and Mac's Truck Rental shall have a handover of the Goods upon collection whereby both parties shall inspect the Goods for any defects or faults; the Buyer is obliged to raise any defects or faults with Mac's Truck Rental at this event. Mac's Truck Rental shall also provide Training Services on how to operate the Goods upon collection if requested by the Buyer.

6. Title and Risk

- Risk of damage to or loss of the Goods shall pass to the Buyer at the time of collection, which for the avoidance of doubt is when the Buyer (or its representatives) takes physical control of the Goods on Mac's Truck Rental' premises or, if the Buyer fails to take collection of the Goods, the time when Mac's Truck Rental has attempted to hand over the Goods.
- Notwithstanding collection and the passing of risk in the Goods, or any other provision of these Conditions, the title in the Goods shall not pass to the Buyer until Mac's Truck Rental has received in cash or cleared funds payment in full for:
 - the price of the Goods; and

- the price for all other goods agreed to be sold by Mac's Truck Rental to the Buyer in respect of which payment is due.

7. Returns

- Except in the case of any faulty or defective Goods, the Buyer shall only be permitted to return the Goods to Mac's Truck Rental at Mac's Truck Rental' sole discretion and in accordance with this clause 7.
- If the Buyer wishes to return the Goods to Mac's Truck Rental, it must first contact Mac's Truck Rental and obtain Mac's Truck Rental' prior written agreement from an Authorised Representative.
- The Buyer is responsible for paying any carriage, delivery and insurance costs connected with the return of the Goods to Mac's Truck Rental and any returned Goods must be accompanied by correspondence, stating the invoice number together with an exhausted list of reason(s) for return and evidence of the prior written agreement of an Authorised Representative at Mac's Truck Rental who authorised the return.
- If the Buyer asserts that the Goods are faulty or defective whilst under warranty of the Goods (the respective warranty period as defined and/or agreed in writing within the Order) or:
 - within 30 calendar days for Goods comprising of parts;
 - within 12 months for Goods comprising of new vehicle(s); or
 - within 30 calendar days for Goods comprising of second-hand vehicles(s),

from the date that the Goods were collected by the Buyer ("**Issue**"), it must provide an exhaustive list of reason(s) why the Goods are allegedly faulty or defective together with other written details to Mac's Truck Rental as requested by Mac's Truck Rental, relating to the Issue and the Buyer must also arrange for the Goods to be delivered to an address as stipulated by Mac's Truck Rental at the Buyer's cost, within 15 calendar days of Mac's Truck Rental' request.

- Upon the Buyer complying with its obligations within clause 7.4, Mac's Truck shall act in good faith and exercise due care and skill to carry out an investigation into the Issue to enable Mac's Truck Rental to make an appropriate judgement in relation to the Issue within 30 calendar days of receipt of the Goods ("**Investigation**").
- If Mac's Truck Rental finds that the Goods are faulty or defective relating to the Issue arising from the Investigation, then Mac's Truck Rental shall at its sole discretion either procure that the Goods are replaced with Goods of a similar or better specification, refunded or that the Goods are repaired in which the Buyer must then collect the Goods in accordance with clause 5.
- Except in the case of faulty or defective Goods and in accordance with clause 7, the Buyer shall have no right to return any Goods which are made-to-measure, bespoke or ordered to special requirements of the Buyer.

8. Supply of Services

- Mac's Truck Rental shall provide the Services to the Buyer in accordance with the specification for the Services set out in the Quotation in all material respects.
- Mac's Truck Rental shall use reasonable endeavours to meet any performance dates for the Services agreed with the Buyer but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- Mac's Truck Rental shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and Mac's Truck Rental shall notify the Buyer in any such event.
- Mac's Truck Rental warrants to the Buyer that the Services will be provided using reasonable care and skill.

9. **Buyer's Obligations**

- The Buyer shall:
 - ensure that the terms of the Order are complete and accurate;
 - co-operate with Mac's Truck Rental in all matters relating to the Contract;
 - obtain and maintain all necessary licences, permissions and consents which may be required for the Goods and/or Services before the date on which the Goods are to be collected and/or Services are to start; and
 - inspect the Goods for any faults or defects upon a handover of the Goods upon collection with Mac's Truck Rental in accordance with clause 5.5 and within 14 calendar days from collection.
- If Mac's Truck Rental' performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Buyer or failure by the Buyer to perform any relevant obligation ("**Buyer Default**"):
 - Mac's Truck Rental shall not be liable for any costs or losses sustained or incurred by the Buyer arising directly or indirectly from Mac's Truck Rental' failure or delay to perform any of its obligations as set out in this clause 9.2; and
 - the Buyer shall reimburse Mac's Truck Rental on written demand for any costs or losses sustained or incurred by Mac's Truck Rental arising directly or indirectly from the Buyer Default.

10. **Quality of Goods**

- Mac's Truck Rental warrants that the Goods will correspond with their description and be free from defects in design, material and workmanship at the time of delivery.
- Mac's Truck Rental shall not be liable for the Goods' failure to comply with the warranty at clause 10.1 if:
 - the Buyer makes further use of the Goods after giving notice in accordance with clause 10.2;
 - any defect in the Goods arises as a result of Mac's Truck Rental following any drawing, design or specification supplied by the Buyer;
 - the defect arises because the Buyer has failed to properly store, operate or maintain the Goods in accordance with Mac's Truck Rental' Training Services, oral or written

instructions as to the storage, operation, handling, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade or industry practice;

- any defect arising from fair wear and tear, wilful damage, negligence, or, abnormal working conditions;
 - the Buyer alters or repairs such Goods without the prior written consent of an Authorised Representative;
 - the Goods differ from their description or specification as result of changes made to ensure they comply with applicable statutory or regulatory standards.
- Except as set out in clause 7.4 and this clause 10, Mac's Truck Rental shall have no liability to the Buyer in respect of the Goods' failure to comply with the warranty set out in clause 10.1.
 - The warranty at clause 10.1 does not extend to Goods, including any parts, materials or equipment, not manufactured by Mac's Truck Rental, in respect of which Mac's Truck Rental shall use its reasonable endeavours to pass on to the Buyer the benefit of the manufacturer's warranty or guarantee as is given by the manufacturer to Mac's Truck Rental in respect of such Goods.
 - The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
 - These Conditions shall apply to any repaired or replacement Goods supplied by Mac's Truck Rental.

11. Liability

- Mac's Truck Rental shall under no circumstances whatever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, loss of contract, loss of goodwill or loss of anticipated savings or any indirect or consequential loss arising under or in connection with the Contract.
- Mac's Truck Rental' total liability to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the price paid or payable for the Goods and/or Services which are subject of a claim against Mac's Truck Rental.
- All warranties, conditions, descriptions or representations, implied by statute or common law are excluded from the Contract to the fullest extent permitted by law.
- This clause 11 shall survive termination of the Contract.

12. Force Majeure

- Mac's Truck Rental shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of Mac's Truck Rental' obligations under the Contract, if the delay or failure was due to any cause beyond Mac's Truck Rental' reasonable control including:
 - Act of God, explosion, flood, tempest, fire or accident;
 - weather conditions that, in the reasonable opinion of Mac's Truck Rental, make it unsafe or unreasonable to perform the Contract;
 - war or threat of war, sabotage, insurrection, civil disturbance or requisition;

- compliance with any acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind implemented by any governmental, parliamentary, or local authority;
 - changes to import or export regulations or embargoes;
 - strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of Mac's Truck Rental or of a third party);
 - difficulties in obtaining material supplies, labour, fuel, parts or machinery;
 - power failure, failure of a utility service or transport network, or breakdown of any plant or machinery;
 - default of suppliers or subcontractors;
 - a pandemic or epidemic such as, but not limited to, Coronavirus ("**Force Majeure Event**").
- If the Force Majeure Event prevents Mac's Truck Rental from providing any of the Services and/or Goods for more than 6 weeks, Mac's Truck Rental shall, without limiting its other rights or remedies, have the right to terminate the Contract immediately by giving written notice to the Buyer.

13. Termination

- Without limiting its other rights or remedies (including retaining a deposit payment pursuant to clause 4.1), Mac's Truck Rental may terminate the Contract with immediate effect by giving written notice to the Buyer if:
 - the Buyer is in breach of its obligations under the Contract and, if such breach is remediable, fails to remedy such breach within 15 calendar days of being notified to do so;
 - the Buyer 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 purpose of a solvent amalgamation or reconstruction);
 - an encumbrancer takes possession, or a receiver is appointed, over any of the property or assets of the Buyer;
 - the Buyer ceases, or threatens to cease, to carry on business;
 - an event occurs or proceedings are taken in relation to the other party in any jurisdiction which has an effect similar or analogous to clauses 13.1.2 to 13.1.4, or a party reasonably apprehends that any of the events set out in clauses 13.1.2 to 13.1.4 is about to occur in relation to the Buyer.
- Without limiting its other rights or remedies, Mac's Truck Rental may suspend the supply of Services or the collection of Goods under the Contract or any other contract between the Buyer and Mac's Truck Rental if the Buyer fails to pay any amount due under this Contract on the due date for payment, the Buyer becomes subject to any of the events listed in clauses 13.1.2 to 13.1.4, or Mac's Truck Rental reasonably believes that the Buyer is about to become subject to any of them.
- On termination of the Contract for any reason:
 - without prejudice to any other right or remedy available to Mac's Truck Rental, the Buyer shall immediately pay to Mac's Truck Rental all of Mac's Truck Rental' unpaid invoices and interest and, in respect of Goods and/or Services or costs incurred in

respect of the fulfilment of the Contract but for which no invoice has yet been submitted, Mac's Truck Rental shall submit an invoice, which shall be payable by the Buyer immediately on receipt;

- the accrued rights and remedies of Mac's Truck Rental as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- clauses which expressly or by implication have effect after termination shall continue in full force and effect.

14. Data Protection

- Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 14 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- The parties acknowledge that for the purposes of the Data Protection Legislation and the operation of the Contract the Buyer is the Controller and Mac's Truck Rental is the Processor. Mac's Truck Rental may process Personal Data in the form of contact data of the Buyer's officers, employees, contractors or agents for the performance of the sale of the Goods and services and associated activities. Mac's Truck Rental will only store the Personal Data for up to 12 months after the Contract is paid in full and any warranty or guarantee terms have expired.
- Without prejudice to the generality of clause 14.1, the Buyer warrants to Mac's Truck Rental and will ensure that it has all necessary and appropriate consents and notices in place to enable lawful transfer of the Personal Data to Mac's Truck Rental for the duration and purposes of the Contract.
- Without prejudice to the generality of clause 14.1, Mac's Truck Rental shall, in relation to any Personal Data processed in connection with the performance by Mac's Truck Rental of its obligations under the Contract:
 - process that Personal Data only on the documented written instructions of the Buyer unless Mac's Truck Rental is required by Applicable Laws to otherwise process that Personal Data. Where Mac's Truck Rental is relying on Applicable Laws as the basis for processing Personal Data, Mac's Truck Rental shall promptly notify the Buyer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Mac's Truck Rental from so notifying the Buyer;
 - ensure that it has in place appropriate technical and organisational measures, reviewed to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data;
 - ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - if applicable, transfer any Personal Data outside of the European Economic Area only on the basis that the following conditions are fulfilled:
 - the Buyer or Mac's Truck Rental has provided appropriate safeguards in relation to the transfer;
 - the data subject has enforceable rights and effective legal remedies;

- Mac's Truck Rental complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;
- Mac's Truck Rental complies with reasonable instructions notified to it in advance by the Buyer with respect to the processing of the Personal Data;
- assist the Buyer, at the Buyer's cost, in responding to any request from a Data Subject;
- notify the Buyer without undue delay on becoming aware of a Personal Data Breach;
- at the written direction of the Buyer, delete or return Personal Data and copies thereof to the Buyer's officers, employees, contractors or agents on termination of the Contract unless required by Applicable Law to store the Personal Data; and
- maintain complete and accurate records and information to demonstrate its compliance with this clause 14.4.

15. General

- Any notice required or permitted to be given by either party to the other under the Contract shall be in writing addressed to that other party (and to the Authorised Representatives in respect of notices to Mac's Truck Rental) at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier or e-mail. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in this clause 15.1; if sent by pre-paid first class post or other next working day delivery service, 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; or, if sent by e-mail, one business day after transmission. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

- The Contract is personal to the Buyer, and the Buyer shall not assign, transfer, charge, subcontract, declare a trust over or in any way deal with all or any of its rights or obligations under the Contract without Mac's Truck Rental' prior written consent. Mac's Truck Rental may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
- **Third Party Rights.** The parties do not intend any third party rights to be created under or pursuant to the Contract and a person who is not a party to the Contract shall not have any rights to enforce its terms.
- **Governing Law and Jurisdiction.** The Contract shall be governed by the laws of England, and both parties agree to submit to the exclusive jurisdiction of the English courts.
- In these Conditions:
- **"Applicable Laws"** for so long as and to the extent that they apply to Mac's Truck Rental, the law of the European Union, the law of any member state of the European Union and/or English law;

"Authorised Representative" means a director of Mac's Truck Rental;

"Buyer" means the person who purchases Goods or Services from Mac's Truck Rental;

"Contract" means the contract between Mac's Truck Rental and the Buyer for the supply of Goods and/or Services in accordance with these Conditions;

- "Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures" as defined in the Data Protection Legislation;
- "Data Protection Legislation" the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications);

"Goods" means the goods supplied by Mac's Truck Rental in accordance with these Conditions including any Goods supplied by Mac's Truck Rental in providing the Services;

"Mac's Truck Rental" means Mac's Truck (Rental Leasing) Co Limited (registered in the Register of Companies under no. 09703901) whose registered office is at 817 – 819 New Hey Road, Outlane, Huddersfield, HD3 3FG;

"Order" means the Buyer's order for the supply of Goods and/or Services, as set out in the Buyer's written acceptance of the Quotation or the Buyer's purchase order form;

"Quotation" means Mac's Truck Rental' quotation for the applicable Goods and/or Services;

"Services" the services to be supplied by Mac's Truck Rental to the Buyer as set out in the Quotation which may include Training Services and/or installation services;

- **"Training Services"** means instructions, documents, advice or recommendations made on behalf of Mac's Truck Rental, including Mac's Truck Rental Materials, at Mac's Truck Rental premises to the Buyer or its representatives regarding the Goods; and

- **“UK Data Protection Legislation”** all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.