

TERMS OF WEBSITE USE

Do not hesitate to contact us should you have any questions regarding our legal content.

These terms of use (together with the documents referred to) tell you the terms on which you may make use of our website https://buy.scania.co.uk (our site), whether as a guest or a registered user. Use of our site includes accessing, browsing, or registering to use our site.

Please read these terms of use carefully before you start to use our site, as these will apply to your use of our site. We recommend that you print a copy of this for future reference.

By using our site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms of use, you must not use our site.

OTHER APPLICABLE TERMS

These terms of use refer to the following additional terms, which also apply to your use of our site:

Our **Privacy Policy**, which sets out the terms on which we process any personal data we collect from you, or that you provide to us.

Our **Cookie Policy** sets out the terms on which we use cookies on our site and provides details on how you can change your cookie and privacy preferences at any time, and can be found here: https://buy.scania.co.uk/en/cookie-policy.

Our **Auction Terms & Conditions** apply if you participate in any of our online auctions and if you buy a vehicle from us through one of our online auctions, and can be found here: https://buy.scania.co.uk/en/auction-terms.

Our No-Russia clauses restrict the re-export of vehicles to Russia, or for use in Russia, and apply to the purchase of any vehicle purchased on the site, and can be found here: <u>Business with Scania | Scania United Kingdom</u>.

If you reserve a vehicle from **us** through our site, or purchase a vehicle from **us** on our site (other than through an auction) our **Online Sales Terms & Conditions** will apply, and can be found here: https://buy.scania.co.uk/en/online-sales-terms-sqb.

If you reserve or purchase a vehicle advertised for sale on our site by one of our **Scania dealers** you will be entering into an agreement with that dealer and not us. We are not a party to that agreement.

Any arrangements made between you and third parties which may be introduced to you through the site are at your sole risk and responsibility. You must carefully check the terms of any arrangements or contracts with those third parties.

All communications between you and any of our dealers or any third parties introduced to you through our site are subject to the terms and conditions of that dealer or third party, and we accept no responsibility or liability for any deal, vehicle purchase, finance arrangement, payment or disputes that may arise between you and the dealer or third party.

INFORMATION ABOUT US

www.buy.scania.co.uk is a site operated by Scania (Great Britain) Limited ("We" or "us"). We are registered in England and Wales under company number 831017 and have our registered office at Delaware Drive, Tongwell, Milton Keynes MK15 8HB. Our VAT number is 485809107.

Scania (Great Britain) Limited is an appointed representative of ITC Compliance Limited which is authorised and regulated by the Financial Conduct Authority (registration number is 313486) in relation to acting as a credit broker and not a lender or a lessor.

We can introduce you to Scania Finance Great Britain Limited trading as Scania Financial Services, registered in England under company number 02173954. Registered Office: 55 Baker Street, London W1U 7EU. Finance is available for business use only and if you are a sole trader/partnership the amount of credit or the total rentals payable must exceed £25,000. Applicants must be based in the United Kingdom. The granting of finance is subject to status and must meet

certain criteria. Terms and conditions apply. We may receive a payment or other benefit from Scania Financial Services if you decide to enter into an agreement with them. This is typically a fixed fee payment based on the number of vehicles sold which are financed by Scania Financial Services. The payment received does not impact the finance rate offered. Please contact us if you would like more information about the amount of commission received.

CHANGES TO THESE TERMS

We may revise these terms of use at any time by amending this page.

Please check this page from time to time to take notice of any changes we made, as they are binding on you.

ACCESSING OUR SITE

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our site.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

Our site is directed to people residing in the United Kingdom. We do not represent that content available on or through our site is appropriate or available in other locations. We may limit the availability of our site, or any service or product described on our site to any person or geographic area at any time. If you choose to access our site from outside the United Kingdom, you do so at your own risk.

PROHIBITED USES

You may use our site only for lawful purposes. You may not use our site:

- · In any way that breaches any applicable local, national or international law or regulation.
- \cdot In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.

You also agree:

- · Not to reproduce, duplicate, copy or re-sell any part of our site.
- · Not to access without authority, interfere with, damage or disrupt:
 - any part of our site;
 - any equipment or network on which our site is stored;
 - any software used in the provision of our site; or
 - any equipment or network or software owned or used by any third party.

YOUR ACCOUNT AND PASSWORD

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us via our <u>contact form</u>.

INTELLECTUAL PROPERTY RIGHTS

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works are protected by copyright laws and treaties around the world. All such rights are reserved. You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status and that of any identified contributors as the authors of content on our site must always be acknowledged.

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If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

NO TEXT OR DATA MINING, OR WEB SCRAPING

You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our site or any services provided via, or in relation to, our site. This includes using (or permitting, authorising or attempting the use of):

- · Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the site or any data, content, information or services accessed via the same.
- · Any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.

The provisions in this clause should be treated as an express reservation of our rights in this regard.

This clause shall not apply insofar as (but only to the extent that) we are unable to legally exclude or limit text or data mining or web scraping activity by contract.

NO RELIANCE ON INFORMATION

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied that the content on our site is accurate, complete or up-to-date.

LIMITATION OF OUR LIABILITY

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- · use of, or inability to use, our site; or
- $\cdot\,$ use of or reliance on any content displayed on our site.

Our site is directed to business users residing in the United Kingdom who are operating in the course of their business. We will therefore not be liable for: loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings; loss of business opportunity, goodwill or reputation; or any indirect or consequential loss or damage.

Different limitations and exclusions of liability will apply to liability arising as a result of, or in connection with, the supply of any products to you, which will be set out in our **Online Sales Terms & Conditions and Auction Terms & Conditions referred to above**.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it

We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. These links are provided for your information only. We have no control over the contents of those sites or resources. We will not be liable for any loss or damage that may arise from your use of them.

VIRUSES

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

LINKING TO OUR SITE

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in these Terms of Website Use. If you wish to make any use of content on our site other than that set out above, please contact us via our contact form.

APPLICABLE LAW

These terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

CONTACT US

If you have any questions regarding the terms or otherwise, please do not hesitate to contact us.

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