



Intelligent Vehicle Technology

TERMS AND CONDITIONS FOR THE SALE OF GOODS

1. INTERPRETATION:

- 1.1. The definitions and rules of interpretation in this condition apply in these conditions.
- 1.2. "Contract": any contract between CKO and the Customer for the sale and purchase of the Goods, incorporating these conditions
- 1.3. "Customer": the person or company who purchases the Goods from CKO
- 1.4. "Delivery Point" the place where delivery of the Goods is to take place under condition 5.
- 1.5. "CKO":
CKO International Limited, company number 01791617, with registered office address:
6 Lumsdale Road, Cobra Court, Manchester, M32 0UT
- 1.6. "Goods": any goods agreed in the Contract to be supplied to the Customer by CKO (including any part or parts of them)
- 1.7. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.8. Words in the singular include the plural and, in the plural, include the singular.
- 1.9. A reference to one gender includes a reference to the other gender.
- 1.10. Condition headings do not affect the interpretation of these conditions.

2. APPLICATION OF TERMS:

- 2.1. The Customer shall provide signed acceptance of these conditions upon opening a customer account with CKO and, subject to any variation under condition
- 2.2. Any Contract entered into after this time shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document).
- 2.3. No terms or conditions endorsed on, delivered with or contained in the Customer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.
- 2.4. These conditions apply to all CKO's sales and any variation to these conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed on behalf of CKO. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of CKO which is not set out in the Contract. Nothing in this condition shall exclude or limit CKO's liability for fraudulent misrepresentation.
- 2.5. Any typographical error or omission in any sales literature, quotation, price list, acceptance, offer, invoice or other document or information issued by CKO shall be subject to correction without any liability on the part of CKO.
- 2.6. Any advice or recommendation given by CKO or its employees or agents to the Customer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing

CKO LTD MAIN OFFICE

6 LUMSDALE ROAD

TRAFFORD PARK

MANCHESTER, M32 0UT

+44 (0) 20 8863 8333

C-KO.CO.UK SALES@C-KO.CO.UK

REG NO: 01791617 VAT NO: GB505269357





Intelligent Vehicle Technology

by CKO is followed or acted upon entirely at the Customer's own risk, and accordingly CKO shall not be liable for any such advice or recommendation which is not so confirmed.

- 2.7. Each order or acceptance of a quotation for Goods by the Customer from CKO shall be deemed to be an offer by the Customer to buy Goods subject to these conditions.
- 2.8. No order placed by the Customer shall be deemed to be accepted by CKO until a written acknowledgement of order is issued by CKO or (if earlier) CKO delivers the Goods to the Customer.
- 2.9. The Customer shall ensure that the terms of its order and any applicable specification are complete and accurate.
- 2.10. Any quotation is valid for a period of 30 days only from its date, provided that CKO has not previously withdrawn it.

3. DESCRIPTION:

- 3.1. The quantity and description of the Goods shall be as set out in CKO's quotation or acknowledgement of order.
- 3.2. CKO reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory requirements.

4. CALL-OFF ORDERS:

- 4.1. Definitions and commitment
 - 4.1.1. Total Contract Quantity: Upon acceptance of the quotation The Customer agrees to purchase, and the CKO agrees to supply, the total volume of Goods specified in the Order (the "Total Quantity") within the period ending Expiry Date.
 - 4.1.2. Binding Nature: Each Call-Off Date specified in the Schedule is a firm commitment. The Customer's "change of mind" or lack of warehouse space does not constitute a valid reason to cancel or delay an instalment.
- 4.2. Call-Off Procedure and Deadlines
 - 4.2.1. Lead Times: The Customer must provide final delivery instructions no later than [e.g., 10] business days prior to the Call-Off Date.
 - 4.2.2. Modification: Any request by the Customer to delay a Call-Off Date must be made in writing and is subject to the CKO's absolute discretion. If accepted, CKO reserves the right to adjust the price to reflect increased costs in labour, storage, or materials.
- 4.3. Failure to Take Delivery ("Deemed Delivery")
 - 4.3.1. Trigger: If the Customer fails to accept delivery or fails to provide instructions for a scheduled Call-Off, the following shall apply automatically:
 - 4.3.1.1. Passing of Risk: Risk of damage to or loss of the Goods shall pass to the Customer as if delivery had occurred.
 - 4.3.1.2. Right to Invoice: CKO shall be entitled to invoice the Customer for the full value of the Goods scheduled for that Call-Off Date.
 - 4.3.1.3. Storage Charges: The Supplier will store the Products at the Customer's expense at a suitable rate. These charges must be cleared before the Goods are eventually released.
- 4.4. "Take-or-Pay" and Residual Stock
 - 4.4.1. End of Term: If, upon the Expiry Date, the Customer has not called off the Total Quantity, CKO shall invoice the Customer for all remaining Goods.

CKO LTD MAIN OFFICE

6 LUMSDALE ROAD
TRAFFORD PARK
MANCHESTER, M32 0UT
+44 (0) 20 8863 8333
C-KO.CO.UK SALES@C-KO.CO.UK
REG NO: 01791617 VAT NO: GB505269357





Intelligent Vehicle Technology

4.4.2. Disposal: If the Customer fails to pay for or collect the remaining Goods within 28 business days of the Expiry Date, CKO may resell or dispose of the Goods. The Customer remains liable for any shortfall between the resale price and the Contract Price, plus disposal costs.

4.5. Limitation of Cancellation Rights

4.5.1. No Cancellation: Once an Order for a Total Quantity is accepted, the Customer has no right to cancel any individual Call-Off instalment.

4.5.2. Custom/Bespoke Goods: Where Goods are manufactured to the Customer's specifications, the Customer acknowledges that no cancellation is possible once raw materials have been procured by CKO.

4.6. Price Adjustments

4.6.1. Raw Material Fluctuations: CKO reserves the right to increase the price of unfulfilled Call-Off instalments if the cost of raw materials increases by more than 5% between the Order Date and the Call-Off Date.

5. DELIVERY:

5.1. Unless otherwise agreed in writing, shipment shall be made by a carrier of CKO's choice.

5.2. Any dates specified by CKO for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.

5.3. Where delivery of goods or services is affected by us by more than one consignment (whether at the request of the purchaser or not) then each such consignment shall be deemed to be a separate contract subject to these Conditions of Sale and the purchaser shall pay to CKO International Ltd in full the amount payable under the invoice raised for each consignment notwithstanding any rights which the purchaser may claim to have against us in respect of any other contract between us and the buyer.

5.4. CKO shall not be liable for any delay in delivery of Goods that is caused by an event beyond its reasonable control ("**Force Majeure Event**") or the Purchaser's failure to provide adequate delivery instructions or any other instructions that are relevant to the supply of Goods.

5.5. Subject to the other provisions of these conditions CKO shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by CKO's negligence), nor shall any delay entitle the Customer to terminate or rescind the Contract unless such delay exceeds 180 days.

5.6. If for any reason the Customer fails to accept delivery of any of the Goods when they are ready for dispatch, or CKO is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licences or authorisations:

5.6.1. Risk in the Goods shall pass to the Customer (including for loss or damage caused by CKO's negligence)

5.6.2. CKO may store the Goods until delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

5.7. The Customer shall inspect and check the Goods immediately on delivery and shall give CKO notice in writing within 2 working days after the day of delivery as to any alleged defect together with details of the alleged defect. The Customer will permit CKO to inspect any allegedly defective Goods. Failing such notice, the Goods shall be deemed to be in accordance with the Contract and the Customer shall be deemed to have accepted the Goods and to be liable to pay for the Goods.

CKO LTD MAIN OFFICE

6 LUMSDALE ROAD

TRAFFORD PARK

MANCHESTER, M32 0UT

+44 (0) 20 8863 8333

C-KO.CO.UK SALES@C-KO.CO.UK

REG NO: 01791617 VAT NO: GB505269357





Intelligent Vehicle Technology

- 5.8. The Customer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and manual labour for loading the Goods.
- 5.9. Any liability of CKO for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.
- 5.10. Delivery charges are displayed on the CKO quotation.

6. RISK/TITLE:

- 6.1. The Goods are at the risk of the Customer from the time of delivery or deemed delivery.
- 6.2. Ownership of the Goods shall not pass to the Customer until CKO has received in full (in cash or cleared funds) all sums due to it in respect of.
 - 6.2.1. All other sums which are or which become due to CKO from the Customer on any account. 30 days from end of month. Unless otherwise agreed.
- 6.3. Until ownership of the Goods has passed to the Customer, the Customer shall.
 - 6.3.1. hold the Goods on a fiduciary basis as CKO's bailee.
 - 6.3.2. Store the Goods (at no cost to CKO) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as CKO's property.
 - 6.3.3. Not destroy, de-face or obscure any identifying mark or packaging on or relating to the Goods; and
 - 6.3.4. Maintain the Goods in satisfactory condition and keep them insured on CKO's behalf for their full price against all risks to the reasonable satisfaction of CKO. On request the Customer shall produce the policy of insurance to CKO.
 - 6.3.5. CKO shall not be liable to any installation of goods being fitted.
- 6.4. Until ownership of the Goods has passed to the Customer (and provided the Goods are still in existence and have not been resold), CKO shall be entitled at any time to require the Customer to deliver up the Goods to CKO and, if the Customer fails to do so forthwith, to enter upon the premises of the Customer or any third party where the Goods are stored and repossess the Goods.
- 6.5. The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods, which remain the property of CKO.
- 6.6. CKO shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from CKO.
- 6.7. The Customer grants CKO, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where CKO has a right to repossess the Goods under condition 6.4, to recover them.
- 6.8. Where CKO is unable to determine whether any Goods are the goods which CKO has a right to repossess under condition 6.4, the Customer shall be deemed to have sold all goods of the kind sold by CKO to the Customer in the order in which they were invoiced to the Customer.
- 6.9. The Customer shall indemnify CKO in respect of all costs and expenses incurred by CKO as a result of CKO enforcing any right granted to CKO pursuant to this condition 6 and any costs and expenses arising out of any judgement in favour of CKO in respect of any invoice which remains unpaid by the Customer.
- 6.10. On termination of the Contract, howsoever caused, CKO's (but not the Customer's) rights contained in this condition 6 shall remain in effect.

CKO LTD MAIN OFFICE

6 LUMSDALE ROAD
TRAFFORD PARK
MANCHESTER, M32 0UT
+44 (0) 20 8863 8333
C-KO.CO.UK SALES@C-KO.CO.UK
REG NO: 01791617 VAT NO: GB505269357





Intelligent Vehicle Technology

7. PRICE:

7.1. Unless otherwise stated in CKO's quotation or acknowledgement of order, the price for the Goods shall be CKO's list price for the Goods prevailing on the date of delivery or deemed delivery.

7.2. The price for the Goods shall be exclusive of any value added tax and all costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amounts the Customer shall pay in addition when it is due to pay for the Goods.

8. PAYMENT:

8.1. Unless otherwise agreed, CKO shall issue its invoices to the Customer immediately upon the despatch of the Goods to the Customer.

8.2. Payment for Goods and Services is due in full and cleared funds in advance unless the Purchaser is granted a credit account by CKO, in which case all invoices are payable either;

8.2.1. 30 days after the end of the calendar month of invoice. CKO reserves the right to cancel a credit account at any time at its discretion; or

8.2.2. In accordance with alternative payment terms agreed between CKO and the Purchaser in writing. Where alternative payment terms are agreed, the Purchaser shall provide on demand such information as is needed to enable CKO to evaluate the Purchaser's financial status. CKO reserves the right to cancel or change alternative payment terms at any time at its discretion..

8.3. No payment shall be deemed to have been received until CKO has received cleared funds.

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

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

8.6. Without prejudice to any other right or remedy, CKO reserves the right to set off any amount owed at any time by CKO to the Customer against any amount payable by the Customer to CKO under the Contract.

8.7. If payment is overdue CKO shall be entitled to:

8.7.1. Charge the Purchaser interest (both before and after any judgement) on the amount unpaid at the rate specified in the Late Payment of Commercial Debts (Interest) Act 1998, until payment in full is made (for the purposes of calculating interest any part of a month being treated as a full month); and

8.7.2. Suspend the delivery or performance of any other Orders until payment is received in full.

9. RETURNS:

9.1. The Customer will be notified if what you are ordering is classed as a special-order item and you will be provided with a specification. Once agreed, Special Order products cannot be returned, unless faulty. If a Special Order item is faulty, it will be replaced for new, or repaired, within the warranty period.

9.2. Goods which have been supplied in accordance with the Contract may not be returned to CKO without CKO's prior written consent.

9.3. All goods being returned require a request of RMA documentation, before submitting the return. The RMA can be obtained from the customer's usual sales representative or by emailing sales@c-ko.co.uk.

CKO LTD MAIN OFFICE

6 LUMSDALE ROAD

TRAFFORD PARK

MANCHESTER, M32 0UT

+44 (0) 20 8863 8333

C-KO.CO.UK SALES@C-KO.CO.UK

REG NO: 01791617 VAT NO: GB505269357





Intelligent Vehicle Technology

Absence of RMA documentation may result in a delay or refusal of the return and the Goods being returned to the customer.

- 9.4. The Customer is responsible for the cost of returning such Goods to CKO's premises. They remain the responsibility of the customer until accepted at CKO's premises.
- 9.5. Any consent by CKO to accept the return of Goods is conditional upon the Goods being unused and in the same condition as when supplied by CKO.
- 9.6. Unwanted products will accrue a maximum 25% stocking fee of the price of the Goods on the dated invoice:
 - Goods returned within 14 days 0%;
 - Goods returned within 15 – 30 days 10%;
 - Goods returned within 31 – 60 days 15%;
 - Goods returned thereafter 25%.

10. WARRANTY:

- 10.1. CKO warrants that on delivery, the specific goods uphold a warranty period, this period will vary subject to the product category. All warranty starts from the date of commercial invoice.
- 10.2. The company is not liable or responsible for any lost data from data storage devices.
- 10.3. Subject to clause 10.1, CKO warrants all Goods to be free from defect in material and workmanship in normal use provided that they have been installed and operated in accordance with instructions supplied.
- 10.4. Subject to clause 10.5, the Purchaser may reject any Goods delivered to it that do not comply with clause 10.3 provided that notice of rejection is given to CKO:
 - 10.4.1. in the case of a defect that is apparent on normal visual inspection, within two (2) working days of delivery; and
 - 10.4.2. in the case of a latent defect, within a reasonable time of the latent defect having become apparent.
- 10.5. CKO only accepts warranty claims that are made in accordance with its "non-conforming product" procedure, the requirements of which include the ability to reproduce the claimed fault and the right to charge a handling fee if no fault is found. Full terms of this procedure are available on request. Furthermore, CKO shall not be liable for Goods' failure to comply with the warranty set out in clause 10.3 above in any of the following events:
 - 10.5.1. the Purchaser makes any further use of the Goods after giving notice in accordance with clause 10.4;
 - 10.5.2. the defect arises because the Purchaser or any other third party failed to follow CKO's instructions;
 - 10.5.3. the defect arises as a result of CKO following any specification supplied by the Purchaser;
 - 10.5.4. the Purchaser or any third party alters or repairs the Goods without the consent of CKO;
 - 10.5.5. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - 10.5.6. the Goods differ from their description or an agreed specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 10.6. If the Purchaser rejects any Goods under clause 10.4, CKO shall at its option either repair or replace the Goods.

CKO LTD MAIN OFFICE

6 LUMSDALE ROAD
TRAFFORD PARK
MANCHESTER, M32 0UT
+44 (0) 20 8863 8333
C-KO.CO.UK SALES@C-KO.CO.UK
REG NO: 01791617 VAT NO: GB505269357





Intelligent Vehicle Technology

10.7. With written agreement from CKO, advance replacements may be sent for items that a customer believes are faulty. To avoid being charged for the replacement, the customer must return the original, faulty item via the RMA procedure within 14 days of reporting the fault.

10.7.1. After 14 days, if the original item is not returned, CKO will issue an invoice at the same price as the original item.

11. FORCE MAJEURE:

11.1. If CKO is delayed, hindered or prevented from performing any obligation due to a cause beyond its reasonable control (including without limitation due to any inability to procure services, materials or articles required for the performance of the contract at commercially acceptable prices), CKO may at its sole option delay the performance of, or cancel the whole or any part of the contract, and CKO shall not be responsible for such delay or cancellation or any inability to deliver.

12. SEVERANCE & WAIVER:

12.1. If a court decides that any provision or part provision of these Conditions cannot be enforced, that particular provision will not apply but the rest of these Conditions will.

12.2. Any failure by CKO to enforce any of its rights under this contract shall not be taken as a waiver of any of CKO's rights including those in these Conditions.

13. CHOICE OF LAW:

13.1. All contracts between CKO and the Purchaser shall be governed by the laws of England.

13.2. Both parties agree to submit to the exclusive jurisdiction of the English courts.

14. NOTICES:

14.1. All communications between the parties about the contract between them or these Conditions must be in writing and delivered by hand or by pre-paid first class post or by email to its registered office or such other address as may be notified to the other party from time to time.

14.2. Communications shall be deemed to have been received:

14.2.1. if sent by first class pre-paid post, four (4) days after posting (exclusive of the date of posting);

14.2.2. if delivered by hand, on the day of delivery; and

14.2.3. if sent by email on a working day prior to 4pm, at the time of transmission, and otherwise on the next working day provided that the sender can show satisfactory transmission.

15. THIRD PARTY RIGHTS:

15.1. No one other than CKO (or its permitted assignees) and the Purchaser shall have the right to enforce any of these terms.

16. VARIATION:

16.1. No variation of these Conditions shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17. ENTIRE AGREEMENT:

CKO LTD MAIN OFFICE

6 LUMSDALE ROAD

TRAFFORD PARK

MANCHESTER, M32 0UT

+44 (0) 20 8863 8333

C-KO.CO.UK SALES@C-KO.CO.UK

REG NO: 01791617 VAT NO: GB505269357





Intelligent Vehicle Technology

17.1. These Conditions constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between CKO and the Purchaser, whether written or oral, relating to its subject matter.

17.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Conditions. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Conditions.

18. ASSIGNMENT:

18.1. CKO may at any time assign, transfer, subcontract or deal in any other manner with all or any of its rights or obligations under these Conditions.

18.2. The Purchaser may not assign, transfer, subcontract, or deal in any other manner with any or all of its rights or obligations under these Conditions without the prior written consent of CKO.

CKO LTD MAIN OFFICE

6 LUMSDALE ROAD

TRAFFORD PARK

MANCHESTER, M32 0UT

+44 (0) 20 8863 8333

C-KO.CO.UK SALES@C-KO.CO.UK

REG NO: 01791617 VAT NO: GB505269357

