

FORD MOTOR COMPANY LIMITED
FLEET SPECIAL TERMS AND CONDITIONS – PARTNER VERSION

Definitions

"Customer" means the company or individual who benefits from the Terms offered even if they are not the end user of the Vehicle.

"Ford" means Ford Motor Company Limited, V Building lower South Annex, Ford Dunton Technical Centre, Basildon, Essex. SS15 6GB

"Group" means a group of companies directly or indirectly wholly owned by a holding company as defined by section 736 of the Companies Act 1985, including the holding company itself.

"Payment" means the payment made by Ford either direct to the Customer or via the supplying Ford Dealer in relation to each Qualifying Acquisition (as specified in clause 1.1).

"Qualifying Acquisition" means any purchase by the Customer of a new Ford vehicle: -

- (i) covered by these Terms and
- (ii) acquired new and registered in the Customer's name (unless otherwise agreed pursuant to clause 5) or contract hire/ leasing company during the period these Terms are offered (as agreed in writing between the parties) and
- (iii) purchased in accordance with clause 1 herein and
- (iv) used and retained by the Customer in accordance with clauses 2.1 and 2.2 herein.

"Special Interest Products" are those vehicles which are designated by Ford from time to time as special interest products and notified to the Customer in writing from time to time.

"Terms" means these Fleet Special Terms set out herein in their entirety.

"Vehicle" means a vehicle purchased in a Qualifying Acquisition.

1. The Fleet Special Terms Programme

- 1.1 The Fleet Special Terms set out herein are the basis on which Ford is prepared to make Payments to the Customer in consideration of the Customer/ contract hire/ leasing company acquiring certain new Ford vehicles and retaining title to the same for a minimum period of 12 months. Details of the amount of the Payments, eligible vehicles and means of making the Payments shall be agreed in writing between Ford and the Customer on an individual basis.
- 1.2 The Customer will be deemed to have accepted the provisions of these Terms in the case of each Qualifying Acquisition in respect of which application for a Payment is made.
- 1.3 All eligible vehicles acquired under the Terms must be purchased through a mainland UK, Northern Ireland, Isle of Man or Channel Islands authorised Ford dealer.
- 1.4 Payment by Ford to the Customer pursuant to the Fleet Special Terms will be made only once in respect of any Qualifying Acquisition.
- 1.5 Where Fleet Special Terms apply to a Vehicle that Vehicle will not qualify for any other marketing support offer which excludes Fleet Special Terms customers unless otherwise agreed by Ford. Ford may from time to time run dealer incentive programmes and in such cases it is possible that sales under a Special Terms agreement will neither count towards dealer objectives, nor attract payment to dealers.

2. Use and Retention Conditions for Qualifying Acquisitions

- 2.1 All Qualifying Acquisitions in respect of which a Payment is claimed from Ford must be retained by the Customer/ contract hire/ leasing company for a minimum of 12 months from registration in order for the Customer to retain entitlement to the Payment. This is a fundamental condition of the Ford Fleet Special Terms Programme. The V5 registration documents will be one of a number of factors taken as proof of retention of title.
- 2.2 If the Customer/ contract hire/ leasing company sells or in any other way relinquishes title to any Vehicle in respect of which a Payment has been made earlier than 12 months after the relevant registration date, this shall be deemed to be a breach of these Terms and the Customer shall be liable to promptly inform Ford of such occurrence and to reimburse the relevant Payment in full to Ford.

3. Duties of the Customer to Notify

- 3.1 The Customer undertakes to inform the authorised Ford dealer from whom a Qualifying Acquisition is made that the purchase is subject to these Terms (but disclosure need not be made of the value of the Payment(s)).
- 3.2 Failure to comply with 3.1 is a breach of this agreement and the repayment provisions contained in 2.2 shall apply.

4. Exclusions from the Fleet Special Terms Programme

The following vehicles will not count as Qualifying Acquisitions and are excluded from these Terms:

- 4.1 Replacement vehicles under the 'Ford Commitment' programme and demonstrator vehicles are not eligible for Payments and do not count towards volume objectives agreed between Ford and the Customer as part of these Terms;
- 4.2 Daily rental vehicles;
- 4.3 Special Interest Products; and
- 4.4 Any other vehicle categories or particular models or derivatives Ford may notify to the Customer from time to time.

5. Group Companies of Customer

- 5.1 The Terms are available only to the Customer indicated and are not available to any other company in the Customer's Group unless Ford has otherwise agreed in writing.

5.2 The Customer may make a written application to Ford in the event the Customer wishes to assign or share the benefit of these

Terms with another Group company. In the event that such consent is given Ford reserves the right to require that Group company to sign a separate acceptance of these Terms.

6. Right of Audit

6.1 Ford reserves the right, upon reasonable notice, to audit any records relating to the participation in the Fleet Special Terms Programme by the Customer or any relevant Group company/ organisation. This audit will require the following documentation to be available for inspection:

- (i) Copy of signed AFRL and, if applicable, the original V5
- (ii) Copy of Customer and dealer vehicle orders
- (iii) Identification of finance source
- (iv) Supplying Ford dealer Customer invoice
- (v) Copy of vehicle delivery confirmation showing end user name, address and signature of vehicle acceptance

6.2 A Payment claim will be invalid, or if previously paid must be immediately repaid to Ford, if documentary evidence cannot be produced that proves, in respect of each Vehicle, that the Vehicle in question has satisfied all the conditions of a Qualifying Acquisition. In addition documents must prove, during the 12 months from the date of registration, the name and address of the user organisation, the registered keeper and the owner of the Vehicle.

6.3 The records identified above must be produced for inspection within 3 weeks of request and must be available for a period of three years following the date of registration of each qualifying acquisition. Ford reserves the right to consider the non availability of these records in itself to be sufficient grounds to invalidate payments.

7. Approved Finance Agreements

7.1 These Terms are offered to Customers for their benefit although they may not register a Ford Vehicle directly themselves and will not be the end user of the Vehicle by virtue of a leasing/hiring contract.

7.2 Acceptable finance agreements under which a Customer can claim a rebate of a Vehicle include and are limited to the following: finance lease, operating lease, contract hire and personal contract hire.

7.3 Any other finance agreement is excluded from the Fleet Special Terms Programme unless written approval has been obtained from Ford.

7.4 Where clause 7.1 applies:

- (i) these Terms shall be interpreted and shall apply as if the Customer had acquired the vehicle in a Qualifying Acquisition and the provisions of these Terms shall be interpreted accordingly;
- (ii) the Customer must procure that the contract hire/ leasing company of the Vehicle complies with these Terms as regards retention of title for the requisite period;
- (iii) the Customer/ contract hire/ leasing company must retain use and possession of the Vehicle for a minimum period of 12 months, otherwise the repayment provisions under clause 2 of these Terms shall apply unless where extenuating circumstances apply to be arbitrated by Ford
- (iv) on request the Customer must provide Ford with proof that they/ contract hire/ leasing company have complied with 7.4(iii) above; and
- (v) the Customer shall procure that the supplier of the Vehicle will provide Ford with access to information in accordance with clause 6 of these Terms.

8. Customer Terms and Standards

8.1 Customers must obtain authorisation by the FCA to undertake those Credit Related Regulated Activities necessary for carrying on their business

8.2 Customers must include end User details on the Advice of Contract

8.3 Customers may not offer their terms to existing end users who are in receipt of a current Ford agreement

9. Interest

Ford will be entitled to interest on the repayment sums set out in 2.2 and 6.2 above on a daily basis at the annual rate of 3% over the current HSBC Bank plc daily base rate.

10. Confidentiality

Subject to the provisions of clause 3, the Customer agrees to restrict the communication of the contents of these Terms and any other specific programme terms agreed with Ford solely to those of its employees who need to know them for the purposes of performing their responsibilities within the Customer's organisation. Ford reserves the right to disclose details of the Terms and any other specific programme terms to third parties (including dealers) for the purpose of checking compliance with the Terms, in particular those matters specified in clause 2.

11. Termination

Either party may at any time terminate these terms on immediate notice in writing to the other party with effect from the date of such notice. Such termination shall be without prejudice to any other rights existing at date of termination whether under these terms or in law.

Ford Protect Warranty – Terms and Conditions

General

At Ford We stand behind the vehicles that We make. This is Your Warranty promise from Us which provides You with protection against manufacturing defects in Your Vehicle.

Your Warranty supplements and does not affect Your legal rights under the Vehicle purchase contract with Us or with Your selling Authorised Dealer or under applicable national legislation governing the sale of consumer goods.

Your Warranty Documents

During Your Base Warranty Period the terms and conditions of Your Warranty are those set out in Your Service Portfolio.

The purpose of this document is to set out the Terms and Conditions of the Ford Protect Warranty for Cars and Commercial Vehicles applicable after the expiry of the relevant Ford Base Warranty. For Cars a standard free of charge Base Warranty for three years/60,000 miles is effective from first registration of your Car. For Commercial Vehicles a standard free of charge Base Warranty for three years/100,000 miles is effective from first registration of Your Commercial Vehicle.

If your Car or Commercial Vehicle has a Ford Protect Warranty extension beyond the standard free of charge warranty, this will be documented in Your Certificate (for retail customers) or in Your Fleet Terms (for fleet customers).

Your Warranty terms and conditions applicable after the expiry of Your Base Warranty are those set out in this document. Please read these documents carefully and retain them in a safe place for future reference.

Definitions

The following words have the same meaning wherever they appear in this document:

Authorised Dealer	a vehicle dealer located in the Geographical Area that has been authorised by Us or by one of Our affiliated Ford companies to undertake Vehicle sales and/or warranty repairs;
Base Warranty	the warranty (effective during the Base Warranty Period) provided by Us to You for Your Vehicle, the terms and conditions of which are set out in Your Service Portfolio;
Base Warranty Period	for Cars, the period from the date of first registration of Your Car until the expiry of three years/60,000 miles, whichever occurs first, time and mileage measured from the date of first registration of Your Car; for Commercial Vehicles, the period from the date of first registration of Your Commercial Vehicle until the expiry of three years or 100,000 miles, whichever occurs first, time and mileage measured from the date of first registration of Your Commercial Vehicle;
Car	the new Ford passenger car purchased by You either directly from Us or supplied by Us and sold via an Authorised Dealer located in the United Kingdom (including for the purpose of this Warranty only, a Fiesta Van or a Ranger);
Certificate	the warranty certificate issued by Us or by an Authorised Dealer and signed by You which confirms the details of Your Warranty;
Commercial Vehicle	the new Ford commercial vehicle, including Tourneo Connect and Tourneo Custom purchased by You either directly from Us or supplied by Us and sold via an Authorised Dealer located in the United Kingdom;
Fleet Terms	Your Fleet Special Terms and Conditions entered into between Us and You, together with the Addendum detailing the agreed terms or any other fleet supply contract that has been entered into between Us and You;
Ford Service History Log	the scheduled maintenance record which forms part of the Service Portfolio and serves as a record of the servicing work that has been undertaken in relation to Your Vehicle;
Geographical Area	Albania, Andorra, Austria, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech republic, Denmark, Estonia, Finland, France, Germany, Gibraltar Greece, Hungary, Iceland, Ireland, Italy, Kosovo, Latvia, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Montenegro, Monaco, Netherlands, Norway, Poland, Portugal, Romania, Russia, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, Ukraine and United Kingdom;
Service Intervals	The service intervals which We recommend for Your Vehicle and which are set out in Your Service Portfolio;
Service Portfolio	the service portfolio provided to You by Us or by the Authorised Dealer when You purchased Your Vehicle;
United Kingdom	England, Scotland, Wales, Northern Ireland, Isle of Man, Jersey and Guernsey;
Vehicle	either a Car or a Commercial Vehicle;
Warranty	the Base Warranty and, if applicable, the Ford Protect warranty provided by Us to You for Your Vehicle on the terms and conditions set out in this document;
Ford Protect Warranty Period	For any Car (purchased new by a retail customer) with an warranty extension, the period which You have selected as identified on Your Certificate, being one of the following: <ul style="list-style-type: none"> • Ford Protect Classic Fourth: the period commencing on the day immediately following expiry of Your Base Warranty until the expiry of 4 years or 80,000 miles, whichever occurs first, time and mileage measured from the date of first registration of Your Car; • Ford Protect Classic Fifth: the period commencing on the day immediately following expiry of Your Base Warranty until the expiry of 5 years or 100,000 miles, whichever occurs first, time and mileage

	measured from the date of first registration of Your Car; For any Car or Commercial Vehicle (purchased new by a fleet customer) with a warranty extension, the period commencing on the date of first registration of Your Vehicle until the Warranty expiration date and/or maximum mileage specified in Your Fleet Terms. Such time and mileage measured from the date of first registration of Your Vehicle.
We, Us, Our	Ford Motor Company Limited, Eagle Way, Brentwood, Essex CM13 3BW; and
You, Your	the owner and registered keeper of the Vehicle.

Our Promise

Subject to the terms and conditions stated in this document, We warrant that if, during the Warranty Period, a failure due to faulty workmanship or faulty materials appears in any part of Your Vehicle as originally manufactured by Us other than those specifically excluded (see below) We will, without charge to You, repair (or, at Our option, replace) such part(s) at an Authorised Dealer. Our decision, or the Authorised Dealer's decision, as to whether any repairs or replacement of parts fall within the scope of Our Warranty shall be final.

Your Responsibility

To ensure You receive the benefit of the Warranty contained in this document, You must comply with the following:

1. You must:
 - 1.1 perform, or arrange for someone to perform, the required maintenance to Your Vehicle on a timely basis in accordance with the Service Intervals;
 - 1.2 ensure that Your Vehicle is serviced in accordance with the relevant service check sheet for Your Vehicle (details of such check sheets for Your Vehicle can be found at www.etis.ford.com/fordservice) and that the correct parts and fluids have been used. The servicing must be undertaken within +/- 1,000 miles or one month of the applicable Service Interval. You should also ensure that Your Service and Scheduled Maintenance Record is completed and stamped and that You retain all relevant invoices/receipts;
 - 1.3 regularly check Your Vehicle at the standard frequencies and mileage specified by Us in the Service Portfolio in respect of radiator coolant levels, battery, tyres, brake fluid and engine oil levels and adjusting the same where required;
 - 1.4 maintain paint and bodywork by regular cleaning in accordance with the requirements set out in the Owner's Manual and Service Portfolio;
 - 1.5 inform Ford as soon as possible of any defect or failure in Your Vehicle's odometer or of the fitting of any replacement odometer to Your Vehicle;
 - 1.6 ensure that the body panels are examined regularly by an Authorised Dealer in accordance with the body and paint check intervals which are set out in the section of the Service Portfolio headed "Servicing Your Vehicle"; and
 - 1.7 in the event that faulty workmanship or faulty materials appear in any part of Your Vehicle:
 - (a) present Your Vehicle to an Authorised Dealer as soon as reasonably possible after You become aware of the faulty workmanship or faulty materials; and
 - (b) before any Warranty work is carried out to Your Vehicle, produce Your Ford Service History Log duly stamped to show what servicing work has been completed and if so requested, produce the invoices/receipts which relate to the servicing work which is shown as having been completed. Any failure to meet Your obligations as specified in paragraph 1 above will invalidate Your Warranty on affected parts (but the Warranty shall remain valid for all other parts).
2. All parts which are replaced under this Warranty shall belong to Us.
3. For Warranty repairs that are undertaken by an Authorised Dealer outside of the United Kingdom You may, at the discretion of the relevant Authorised Dealer, be required to pay for settlement of the Dealer's invoice directly and to submit a claim for reimbursement to Us once You have returned to the United Kingdom. Please retain all invoices and supporting receipts for those purposes. If relevant and practical to do so You should also retain the defective part and contact Us upon Your return to the United Kingdom to make arrangements for the part to be sent to Us should We so request.

What is not covered

4. The following are excluded from the scope of this Warranty:
 - 4.1 **Normal Wear and Tear** – normal wear and tear to any of the following parts: ancillary drive belts, batteries, brake pads, brake shoes, brake discs, clutch disc and other friction components, light bulbs, clutch facings, exhaust pipes and silencers (although catalytic converters are covered), fuses, lamps, shock absorbers and Macpherson struts, tyres, wiper blades;
 - 4.2 **Trim and Bodywork** – interior trims, glass (heating elements are covered), seat covers, frames, springs, headrests, pads, bumpers, mouldings, paint, sheet metal, water ingress, weather strips, body seals, aerials and wheels;
 - 4.3 **Standard Service Parts** - air cleaner elements, cabin air filters (where applicable), DPFs (diesel particulate filter), fuel filters, oil filters and gaskets, spark plugs, timing belts, oil and fluids; and/or
 - 4.4 **Checks and Adjustments** – minor checks and adjustments to vehicle components where no component replacement is required – for example, tightening or loosening of a part.

5. We shall not be responsible for any damage, repair or replacement that becomes required as a direct result of :
 - 5.1 neglect, flooding, accident, rallying, racing or any other improper use;
 - 5.2 any Normal Wear and Tear of any part (for example, if Normal Wear and Tear of the brake pads causes damage to the brake discs);
 - 5.3 failure to properly maintain Your Vehicle in accordance with Our servicing requirements (referenced in paragraph 1 above and the Service Portfolio) or in accordance with the prescribed Service Intervals;
 - 5.4 failure to properly maintain paint and bodywork by regular cleaning in accordance with the requirements specified in the Service Portfolio;
 - 5.5 failure to ensure that the body panels are examined regularly by an Authorised Dealer in accordance with the body and paint check intervals which are set out in the section of the Service Portfolio headed “Servicing Your Vehicle”;
 - 5.6 any third party or unauthorised modifications or enhancements being made to any part of the Vehicle or its components (including without limitation the engine management system);
 - 5.7 refilling or topping up with incorrect specification fuel (please refer to the section of the Service Portfolio headed ‘What is not covered by the warranties’ for details of correct fuelling);
 - 5.8 Compressed Natural Gas (CNG) and Liquid Petroleum Gas (LPG) conversions of the Vehicle that are not approved by Us;
 - 5.9 use of alternative fuels in concentrations that exceed 7% bio-diesel or 10% bio-ethanol (excludes Ford flexible fuel vehicles);
 - 5.10 use of supplemental additives and flushing agents for fuels or engine oil (unless specified as part of a Ford service requirement);
 - 5.11 factors which are beyond Our control, such as airborne contamination, storm damage, stone chips, scratches and the use of unsuitable cleaning agents;
 - 5.12 repairs using methods that have not been approved by Us;
 - 5.13 failure to use genuine Ford branded parts and fluids or parts and fluids that match the quality of genuine Ford branded parts and fluids; and/or
 - 5.14 use of the Vehicle for any Excluded Purpose.

6. This Warranty does not apply beyond the countries forming part of the Geographical Area.

Termination of Your Warranty and Refunds

7. We shall be entitled to terminate this Warranty by giving You written notice with immediate effect, if:
 - 7.1 in Our reasonable opinion or that of an Authorised Dealer, the odometer fitted to Your Vehicle appears to have been tampered with in any way; or
 - 7.2 Your Vehicle is declared a total loss/write off by an insurance company or equivalent.

8. You shall be entitled to terminate this Warranty:

- 8.1 Within 14 days of (i) the original date of registration of Your Vehicle or, if later, (ii) the date you receive Your Certificate. If You wish to cancel within such 14 day period please contact Ford Protect Customer Services on the phone number specified on Your Certificate; or
 - 8.2 by giving Us written notice with immediate effect, if Your Vehicle is declared a total loss/write off by an insurance company or equivalent.
9. If Your Warranty is terminated by Us under paragraph 8.2 or by You under paragraph 9, You might be entitled to a full or partial refund as follows:
- 9.1 If Your Vehicle has a standard free of charge Base Warranty You are not entitled to any refund;
 - 9.2 If You have purchased a Ford Protect Classic Fourth warranty or a Ford Protect Classic Fifth warranty You shall be entitled to a refund in accordance with the following:
 - a) If termination is effective on or before the expiry of Your Base Warranty, You shall be entitled to a full refund of the amount You paid for Your Warranty;
 - b) If termination is effective after the expiry of Your Base Warranty, provided that You have documentary evidence of Your insurance company's declaration of total loss/write off (including details of the Vehicles mileage as at that date), You shall be entitled to a partial refund of the amount You paid for Your Warranty based on the amount of time and the amount of mileage remaining in the Warranty Period at the date of termination.
10. Your Warranty will expire automatically at the expiry of the Warranty Period (either the Base Warranty or the Ford Protect Warranty Period where this is applicable).

Limitation on Our Liability

11. This Warranty excludes liability for any incidental or consequential damage incurred as a result of a defect covered by this Warranty including but not limited to inconvenience, cost of transportation, telephone calls, accommodation costs, loss of income and damage to property.
12. This Warranty is subject to the exclusions in sections 5, 6 and 7 above.

Transfer of Warranty

13. If You sell Your Vehicle, this Warranty shall be transferred to the new owner for the remaining Warranty Period, subject to the terms and conditions contained herein.

Data Protection Act 1998

14. Any of Your Personal Data held by Us will be stored and processed in accordance with the Data Protection Act 1998. We also follow strict security procedures in the storage and disclosure of Your information to prevent unauthorised access or loss of such information.

Applicable Law

15. This Warranty will be governed by and interpreted in accordance with the laws and practice of England. You shall be entitled to nominate a preferred location near Your place of residence within the United Kingdom for any court hearing that is required to settle any disputes arising out of or in connection with this Warranty, failing which the courts of England shall have exclusive jurisdiction.

Notices

16. Notices relating to this Warranty and required hereunder shall be sent in writing:
 - a) to Us, at Ford Protect Customer Services, Ford Customer Services Division (1/673), Eagle Way, Brentwood, Essex CM13 3BW; or
 - b) to You, at Your usual or last known place of residence (in the case of an individual) or business, and shall be deemed to have been received 48 hours after the time of posting.