

IMPACT Terms and Conditions – Retailer – UK

A. Participation and Data Management

- A.1 MSX shall adhere to all applicable UK General Data Protection Regulation (“UK GDPR”), the Data Protection Act 2018 and any applicable laws relating to the protection of personal data. The Retailer declares that all personal data collected and processed in the course of conducting its business is handled in accordance with applicable data protection laws.
- A.2 The parties’ roles are allocated by processing activity. The relevant Vehicle Manufacturer is the controller that determines the purposes of the IMPACT/M:PACE case-management and parts-sales programme. MSX processes programme data on behalf of that Vehicle Manufacturer for identifying potential cases, managing cases, contacting Bodyshops, creating and communicating offers, passing successful interventions to the Retailer, programme reporting and related operational activities, subject to the Vehicle Manufacturer’s documented instructions and the applicable Article 28 data processing agreement. The Retailer is an independent controller for the processing it determines in connection with its own parts sales, order fulfilment, invoicing, payment collection, returns, statutory records and internal administration. MSX is an independent controller for personal data it processes for its own legal, compliance, security, audit and business-contact administration purposes. The Retailer is responsible for the accuracy, integrity and retention of its own records and systems. Nothing in these terms replaces or limits the separate MSX–Vehicle Manufacturer data processing agreement.
- A.3 The IMPACT Programme uses repair estimate data generated by participating Body Repairers (“BRs”) and supplied through approved estimating and data provider systems. Such data is analysed and managed within the M:PACE Collision platform to support participating Vehicle Manufacturers and Retailers in maximising the supply of genuine parts for vehicle repairs. The information made available to participating Retailers may include: Body Repairer name and location; Vehicle Manufacturer details; Vehicle identification information necessary to identify the applicable parts; Parts ordering, pricing and purchase order information; Transaction and programme administration data necessary to fulfil programme orders. The parties acknowledge that certain programme data, including vehicle identification numbers (VINs) and vehicle registration marks, may constitute personal data within the meaning of the UK GDPR and shall only be processed for the documented programme purposes and in accordance with the applicable Privacy Notice.
- A.4 Retailer access to IMPACT Programme data is provided solely for the purpose of communicating with participating Body Repairers regarding programme transactions, identifying, supplying and invoicing genuine parts in connection with IMPACT Programme orders, and supporting operational, legal and audit requirements connected to programme participation.
- A.5 The Retailer shall implement and maintain appropriate technical and organisational measures in accordance with Article 32 UK GDPR to ensure a level of security appropriate to the risk, including access controls based on business need, appropriate user authentication controls, secure storage and transmission of data, staff confidentiality obligations and appropriate awareness training, and procedures for identifying and managing information security incidents.
- A.6 Each party shall maintain procedures for identifying, reporting and managing personal data breaches. Where a personal data breach affecting IMPACT Programme data occurs, the affected party shall notify the other affected parties without undue delay and shall cooperate in investigating, mitigating and remedying the breach. Where required by applicable law, notifications shall be made in accordance with Articles 33 and 34 UK GDPR.
- A.7 Where a party receives a request from an individual exercising their rights under the UK GDPR relating to IMPACT Programme data, that party shall respond in accordance with its legal obligations and provide reasonable assistance to any other affected party where cooperation is required. Data subjects may exercise their rights of access, rectification, erasure, restriction, objection and portability in accordance with applicable law. Data subjects also have the right to lodge a complaint with the Information Commissioner’s Office (“ICO”).

- A.8 Neither party shall disclose personal data obtained through the IMPACT Programme to any third party except to authorised service providers engaged to support the provision of programme services, where appropriate contractual protections are in place, or where disclosure is required by applicable law. Any transfer of personal data outside the United Kingdom shall be undertaken in compliance with Chapter V of the UK GDPR and appropriate safeguards shall be implemented where required.
- A.9 This Agreement requires the Retailer to provide details of nominated operational contacts for the IMPACT Programme, which may include names, job titles, business telephone numbers and business email addresses (“Business Contact Data”). The Retailer confirms that it has the authority to provide such Business Contact Data to MSX for the purposes of administering, operating and supporting the IMPACT Programme. Further information regarding MSX’s processing of personal data in connection with the IMPACT Programme is set out in the applicable Privacy Notice.
- A.10 Either party may terminate participation in the IMPACT Programme at any time by providing thirty (30) days’ written notice to the other party. Upon receipt of such notice, no new programme opportunities shall be initiated with the Retailer. Existing programme transactions may be completed unless otherwise agreed by the parties. Each party shall securely delete or irreversibly anonymise personal data obtained through participation in the IMPACT Programme when it is no longer required for the purposes for which it was collected, subject to any applicable legal, regulatory, accounting or record-retention obligations.
- A.11 The Retailer shall ensure that only business contact information is entered into the participation form and shall not include customer information, vehicle-owner details, passwords, API keys, login credentials or other unnecessary personal or confidential information in onboarding fields.

B. Customer Relationship

- B.1 The trading relationship with each BR remains with the Retailer
- B.2 MSX will contact BRs and the Retailer directly to facilitate the sale of parts through the programme
- B.3 The Retailer takes responsibility for the parts order including confirmation of part numbers and agreement to the transaction
- B.4 The Retailer is responsible for all parts logistics including delivery and returns
- B.5 The Retailer is responsible for the sale of parts and money collection for each BR. MSX or the VM are not liable for any part of the financial transactions with BRs including, but not limited to, money collection and bad debt
- B.6 MSX and the VM cannot be held liable for any financial losses as a result of participation in the programme

C. Pricing

- C.1 MSX will provide the Retailer with all the information and pricing required to process the order including purchase order number from the BR
- C.2 The Retailer agrees to invoice the BR at the discounted prices agreed between MSX and the BR
- C.3 MSX will provide the Retailer with a monthly statement showing orders generated by the programme and additional programme rebates payable by the VM to the Retailer to support their participation in the programme
- C.4 In the case of parts being returned by the BR to the Retailer (as authorised by the Retailer), the Retailer agrees to inform MSX and any relevant VM programme rebates will be reversed

D. Contact Information

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