<u>IN THE COMPETITION APPEAL TRIBUNAL</u> **Case no. 1339/7/7/20**

B E T W E E N : -

MARK MCLAREN CLASS REPRESENTATIVE LIMITED

<u>Joint Applicant and Class Representative</u>

-and-

(1) MOL (EUROPE AFRICA) LTD
(2) MITSUI O.S.K. LINES LIMITED
(3) NISSAN MOTOR CAR CARRIER CO. LTD
(5) NIPPON YUSEN KABUSHIKI KAISHA

<u>Joint Applicants and Defendants</u>

(4) KAWASAKI KISEN KAISHA LTD
(6) WALLENIUS WILHELMSEN OCEAN AS
(7) EUKOR CAR CARRIERS INC
(8) WALLENIUS LOGISTICS AB
(9) WILHELMSEN SHIPS HOLDING MALTA LIMITED
(10) WALLENIUS LINES AB
(11) WALLENIUS WILHELMSEN ASA
(12) COMPANIA SUD AMERICANA DE VAPORES S.A.

<u>Defendants (stayed)</u>

COLLECTIVE SETTLEMENT APPROVAL ORDER

UPON the making of an order dated 20 May 2022, pursuant to section 47B of the Competition Act 1998 (the "**1998 Act**") and Rules 77 and 80 of the Competition Appeal Tribunal Rules 2015 ("**Tribunal Rules**"), that Mark McLaren Class Representative Limited (the "**Class Representative**") be authorised to act as class representative to continue collective proceedings on an opt-out basis (the "**CPO**")

AND UPON the CPO specifying a deadline of 12 August 2022 by when (i) persons satisfying the class definition who are domiciled within the UK on 20 May 2022 must notify an intention to opt out and (ii) persons satisfying the class definition who are domiciled outside the UK must notify an intention to opt in

AND UPON the Class Representative and the First to Third and Fifth Defendants (together, the "**MN Defendants**") reaching a settlement in principle on 18 September 2025

AND UPON the Class Representative and the MN Defendants having finalised the terms of their proposed settlement agreement dated 27 October 2025 (the "**Proposed Collective Settlement**") as set out in the Annex to this order

AND UPON the Class Representative and MN Defendants making a joint application dated 25 November 2025, pursuant to Rule 94 of the Tribunal Rules, for a collective settlement approval order (the "**CSAO Application**")

AND UPON the Tribunal considering the joint CSAO Application, the terms of the Proposed Collective Settlement and the supporting evidence and written submissions for the Class Representative and the MN Defendants, and oral submissions from Counsel for the Class Representative and Counsel for the MN Defendants at an in-person hearing on 15 January 2026.

AND UPON the lawyers representing the Class Representative undertaking to the Tribunal not to seek any proportion of their entitlement to payment of costs, fees and disbursements in the Collective Proceedings from the Guaranteed Damages Sum, as defined in paragraph 4 below (the "**Stakeholder Undertakings**")

AND UPON "**Represented Person**" having the meaning defined in clause 1.1 of the Proposed Collective Settlement

AND UPON the Tribunal being satisfied that in the light of the Stakeholder Undertakings the terms of the Proposed Collective Settlement are just and reasonable for the reasons set out in its Judgment issued on 3 February 2026

IT IS ORDERED THAT:

Approval of the Proposed Collective Settlement

1. Pursuant to section 49A(5) of the 1998 Act, the Proposed Collective Settlement at Annex 1 of this Order (the "**Collective Settlement**") is approved.

The Damages Sum

2. Pursuant to the Collective Settlement, and within 28 days of this Order, the MN Defendants shall pay to the Class Representative £32,500,000 for damages in these collective proceedings (the "**Damages Sum**"), of which 45% is payable by the First to Third Defendants; and 55% by the Fifth Defendant, on a several (not a joint) basis.

3. The Damages Sum shall be held in escrow or otherwise retained by the Class Representative in its solicitors' client account subject to the further order(s) which the Tribunal shall make in due course as regards the distribution of the Damages Sum.

4. Of the Damages Sum, the Class Representative shall distribute the entirety of the "**Guaranteed Damages Sum**" of £20,000,000 to the Represented Persons and/or to the Access to Justice Foundation (which is hereby approved as the charity for payment under the Collective Settlement).

5. In relation to the remaining £12,500,000 of the Damages Sum (the "**Additional Damages Sum**"):

   (a) if the Distribution Cost Contribution (as defined at paragraph 9(b) below), together with the other sums the Class Representative has obtained to pay the costs of preparing the plan to distribute and/or distributing the Damages Sum and any other sums to Represented Persons (the "**Distribution Process**") are not sufficient to meet the entirety of the Class Representative's costs of the Distribution Process, the Class Representative may use up to £500,000 from the Additional Damages Sum to pay for the costs of the Distribution Process;

(b) if the CFD Sum (as defined at paragraph 9(a) below) and any other sums that the Class Representative obtains or has obtained to pay costs, fees and disbursements are not sufficient to meet the entirety of the Class Representative's costs, fees and disbursements (the difference being the "**CFD Shortfall Amount**"), the Class Representative may apply to the Tribunal for the Additional Damages Sum (or such lesser amount of the Additional Damages Sum as remains after the Distribution Process) to be paid towards the CFD Shortfall Amount; and

(c) any remaining balance of the Additional Damages Sum, after completion of the Distribution Process and subject to any application by the Class Representative in respect of the CFD Shortfall Amount, will be paid to the Access to Justice Foundation.

Stay of collective proceedings against the MN Defendants

6. These collective proceedings against the MN Defendants shall be stayed upon the terms of the Collective Settlement, except for the purpose of enforcing those terms.

Opting out and opting in

7. The decision of the Tribunal as to the time and manner by when: (i) Represented Persons domiciled in the UK on a domicile date to be specified may opt out of the Collective Settlement; and (ii) Represented Persons not domiciled in the UK on that domicile date may opt into the Collective Settlement, shall be deferred until further order.

Notification

8. The Class Representative is to publicise this order using a notice approved by the Tribunal and in accordance with the proposal set out in the evidence in support of the CSAO Application.

Costs

9. Pursuant to the Collective Settlement, within 28 days of this Order, the MN Defendants shall pay the Class Representative (in the same proportions and on the same several basis as set out in paragraph 2 above):

(a) £20,000,000 in respect of the MN Defendants' share of the Class Representative's costs, fees and disbursements of or occasioned by these proceedings (excluding any costs awards already made and settled between the Class Representative and the MN Defendants and/or the other Defendants) (the "**CFD Sum**"). The payment of £16,374,167.41 from the CFD Sum as a contribution towards costs, fees and disbursements incurred in these proceedings is approved. The remainder of the CFD Sum shall be held in escrow or otherwise retained by the Class Representative in its solicitors' client account subject to the further order(s) which the Tribunal shall make in due course as regards the distribution of the CFD Sum; and

(b) £1,500,000 by way of contribution by the MN Defendants to the Class Representative's costs of distributing the Damages Sum (with any unused portion returned to the MN Defendants pro-rata and *pari passu* based on the level of contribution of the MN Defendants, the Fourth Defendant and the Sixth to Eleventh Defendants) (the "**Distribution Costs Contribution**").

General

10. There be liberty for each party to the Collective Settlement to apply to the Tribunal for purpose of enforcing the terms of the Collective Settlement without the need to bring a new claim.

11. There be liberty for the Class Representative and any Represented Person to apply in respect of paragraph 3 of this Order.

Mr Hodge Malek KC
Chair of the Competition Appeal Tribunal

Made: 11 February 2026
Drawn: 11 February 2026

ANNEX

COLLECTIVE SETTLEMENT AGREEMENT

BETWEEN

MARK MCLAREN CLASS REPRESENTATIVE LIMITED

AND

MOL (EUROPE AFRICA) LTD.

MITSUI O.S.K. LINES LIMITED

NISSAN MOTOR CAR CARRIER CO. LTD

NIPPON YUSEN KABUSHIKI KAISHA

DATED

27 OCTOBER 2025

<u>27 October 2025</u>

(1) MARK McLAREN CLASS REPRESENTATIVE LIMITED

and

(2) MOL (EUROPE AFRICA) LTD.

(3) MITSUI O.S.K. LINES LIMITED

(4) NISSAN MOTOR CAR CARRIER CO. LTD

(5) NIPPON YUSEN KABUSHIKI KAISHA

SETTLEMENT AGREEMENT

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THIS AGREEMENT is dated 27 October 2025

BETWEEN

(1) **Mark McLaren Class Representative Limited**, a company incorporated in England and Wales, with registered number 12449867 and whose registered address is 1 Chancery Lane, 3rd floor, London, England, WC2A 1LF, for and on behalf of the Class, as defined herein (***McLaren***); and

(2) **MOL (Europe Africa) Ltd**, a company incorporated under English law with company number 02451367 and its registered office address is 3 Thomas More Square, London, E1W 1WY, UK

(3) **Mitsui O.S.K. Lines Limited**, a company incorporated under Japanese law with company number 010401082896 and its registered office address is 1-1 Toranomon 2-Chome, Minato-Ku, Tokyo 105-8688, Japan, registered in the UK as an overseas company under company number FC004434 and UK establishment number BR011113 and its UK establishment office address is at 3 Thomas More Square, London, E1W 1WY

(4) **Nissan Motor Car Carrier Co. Ltd**, a company incorporated under Japanese law with company number 0910001053434 and its registered office address is Hibiya Daibiru Bldg., 1-2-2 Uchisaiwai-cho, Chiyoda-ku, Tokyo 100-0011, Japan

(parties (2) to (4) collectively the ***MOL Defendants***)

(5) **Nippon Yusen Kabushiki Kaisha**, a company incorporated under Japanese law, with company number 7010001023785 and its registered office address is 3-2 Marunouchi 2-Chome, Chiyoda-ku, Tokyo 100-0005, Japan (***NYK***).

(The MOL Defendants and NYK are together the ***MN Defendants***; McLaren, the MOL Defendants and NYK are together the ***Parties*** and are each a ***Party***).

WHEREAS

(A) On 21 February 2018, the European Commission issued a settlement decision in Case AT.40009 – *Maritime Car Carriers* (the ***Decision***), finding that there was a cartel in the market for deep-sea carriage services on various routes to and from the European Economic Area, which operated between 18 October 2006 and 6 September 2012 (the ***Cartel***). The MN Defendants were addressees of the Decision (to which the Parties refer for its true meaning and effect).

(B) On 20 February 2020, McLaren filed an application in the Competition Appeal Tribunal (the ***Tribunal***) against the MN Defendants and other defendants/respondents for a collective proceedings order pursuant to section 47B of the Competition Act 1998 and Rules 79 and 80 of The Competition Appeal Tribunal Rules 2015 (the ***Tribunal Rules***), seeking to represent, on an opt-out basis, a class of natural and legal persons which McLaren alleges were harmed by the Cartel.

(C) By order dated 20 May 2022, the Tribunal authorised McLaren to act as class representative to continue collective proceedings on an opt-out basis, and certified the claims for loss and damages suffered by the Class as a result of the Cartel as eligible to be included in collective proceedings, under Case No. 1339/7/7/20 (the ***Collective Proceedings***). The Tribunal's decision was upheld by the Court of Appeal on 21 December 2022 and the Supreme Court refused permission to appeal.

(D) By a collective settlement approval order made on 6 December 2023, the Tribunal approved the terms of a settlement agreement between McLaren and the Twelfth Defendant in the Collective Proceedings, Compañía Sudamericana De Vapores S.A. (***CSAV***) (the ***CSAV Settlement***).

(E) By collective settlement approval orders made on 6 December 2024, the Tribunal approved the terms of settlement agreements between McLaren and the Fourth Defendant (***"K" Line***) and McLaren and the Sixth to Eleventh Defendants (***WWL/EUKOR***) (the ***"K" Line Settlement*** and the ***WWL/EUKOR Settlement***, respectively).

(F) On 2 December 2024, the MOL Defendants applied to the Tribunal for permission to adduce further expert evidence in relation to the calculation of the proportionate shares of the Defendants to the Collective Proceedings. The Parties agreed that in the event that the trial of these proceedings results in a finding of damages to the Class Members, they may each make submissions and adduce additional evidence (including expert evidence) on the correct shares of liability between all of the Defendants in the Collective Proceedings (the ***Shares of Liability Application***).

(G) Between 13 January and 13 March 2025, the trial of the Collective Proceedings took place (the ***Trial***), for which judgment is pending.

(H) The MN Defendants deny all and any liability to the Class and, in particular, that the conduct in the Decision as it relates to the MN Defendants has caused loss or damage to the Class; alternatively that it has caused loss or damage to the Class to the extent claimed by McLaren.

(I) In that context, the MN Defendants and McLaren have engaged in arm's-length negotiations to settle the Collective Proceedings against the MN Defendants (being the remainder of the Collective Proceedings following the approved settlements with CSAV, WWL/EUKOR and "K" Line (together, the ***Earlier Settlements***)).

(J) In order to dispose of the Collective Proceedings against the MN Defendants, considering, among other things the inherent legal risk to the Parties associated with the Collective Proceedings against the MN Defendants, including the judgment awaited following Trial, the Shares of Liability Application and any potential future application(s) for permission to appeal and appeal(s) and the wish to avoid unnecessary legal and other costs, the Parties have agreed terms for the full and final settlement of the Collective Proceedings against the MN Defendants and wish to set out those terms of settlement in this Agreement on a binding basis, subject to the Tribunal approving the settlement and making a collective settlement approval order in accordance with Rule 94 of the Tribunal Rules.

(K) Such agreement involves the payment by the MN Defendants to the Class Representative (on behalf of the Class) of sums in settlement of the Class's claims against the MN Defendants in consideration of certain waivers, releases, covenants and other promises to be given by McLaren and pursuant to Rule 94 of the Tribunal Rules.

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration provided in this Agreement, the receipt and sufficiency of which are hereby acknowledged, **THE PARTIES AGREE AS FOLLOWS**:

1. Definitions and interpretation

1.1 In this Agreement, unless the context otherwise requires, the following words and expressions have the following meanings:

Additional Damages Sum means £12,500,000 (twelve million five hundred thousand pounds);

Agreement means this present agreement (as amended and varied from time to time);

Approval Application means the application for a Collective Settlement Approval Order made by the Parties to the Tribunal pursuant to Rule 94(3) of the Tribunal Rules, as amended from time to time;

Cartel has the meaning given to it in Recital (A) of this Agreement;

CFD Shortfall Amount has the meaning given to it in clause 3.6 below;

CFD Sum means £20,000,000 (twenty million pounds) to be applied in accordance with clause 3.6 below against McLaren's costs, fees and disbursements;

Claims means actual or potential actions, claims, counterclaims, rights of set-off, indemnity, cause of action, right or interest (including interest and costs), whether known or unknown, direct or indirect, asserted or unasserted, accrued or unaccrued, filed or unfiled, suspected or unsuspected, liquidated or unliquidated, actual or contingent, foreseen or unforeseen, foreseeable or unforeseeable, in whatever capacity or jurisdiction worldwide, however and whenever arising, whether or not already known, in whatever jurisdiction, whether in a court, tribunal and/or in arbitration, including (but not limited to) any claims for costs, or for account of profits, or for damages of any kind – including compensatory damages, punitive damages, treble damages, restitution, disgorgement, interest, costs and penalties – and whether on the basis of contract, equity, tort, restitution or unjust enrichment, and/or under antitrust or competition laws, or otherwise;

Class has the meaning given to it in paragraph 4 of the Order of Mrs Justice Falk DBE dated 20 May 2022, reproduced in Annex 1 to this Agreement for ease of reference;

Collective Proceedings has the meaning given to it in Recital (C) of this Agreement;

Collective Settlement Approval Order means an order made pursuant to Rule 94(8) of the Tribunal Rules further to the Approval Application or any Further Approval Application, as the context requires, approving the settlement that is the subject of this Agreement;

CSAV has the meaning given to it in Recital (D) of this Agreement;

Damages Sum means the total of the Guaranteed Damages Sum plus the Additional Damages Sum, the total being £32,500,000 (thirty-two million five hundred thousand pounds);

Decision has the meaning given to it in Recital (A) of this Agreement;

Defendants means the Defendants to the Collective Proceedings, including the MN Defendants;

Distribution Application has the meaning given to it in clause 3.2 of this Agreement;

Distribution Costs Contribution means £1,500,000 (one million five hundred thousand pounds);

Distribution Process means the process of distributing, or seeking to distribute, the Damages Sum to the Class pursuant to any order(s) of the Tribunal;

Funder means Woodsford Group Limited;

Further Approval Application has the meaning given to it in clause 4.3(b) of this Agreement;

Guaranteed Damages Sum means £20,000,000 (twenty million pounds);

"K" Line has the meaning given to it in Recital (E) of this Agreement;

Notice and Distribution Plan means the notice and distribution plan at Appendix 1 to Exhibit MM1.4, exhibited to the First Witness Statement of Mark McLaren, dated 18 February 2020;

Represented Person means any member of the Class who was domiciled in the United Kingdom on 22 May 2022 and who has not opted out pursuant to Rule 82(1)(b)(i) of the Tribunal Rules, or who does not opt out pursuant to Rule 94(10)(b), and any member of the Class who was not domiciled in the United Kingdom on 22 May 2022 but who has opted in pursuant to Rule 82(1)(b)(ii) of the Tribunal Rules;

Settlement Sum has the meaning given to it in clause 2.1 of this Agreement;

Tribunal has the meaning given to it in Recital (B) of this Agreement;

Tribunal Guide means the Competition Appeal Tribunal Guide to Proceedings 2015;

Tribunal Rules has the meaning given to it in Recital (B) of this Agreement; and

WWL/EUKOR has the meaning given to it in Recital (E) of this Agreement.

1.2 Unless the context otherwise requires:

(a) the headings in this Agreement are for ease of reference only and do not affect its interpretation;

(b) a reference to "including" or "includes" does not limit the scope of the words preceding it;

(c) the singular includes the plural and *vice versa*;

(d) references to sub-clauses or clauses are to sub-clauses or clauses of this Agreement;

(e) references to legislation include any modification or re-enactment thereof which are in force at the time of this Agreement becoming effective; and

(f) References to McLaren's "costs, fees and disbursements" include third party funding costs, insurance costs (including deferred insurance premia), and any uplifts payable to counsel or solicitors representing McLaren.

2. Terms of settlement

2.1 The Parties agree that, in full and final settlement of the Collective Proceedings and claims asserted therein as against the MN Defendants (being the remainder of the Collective Proceedings following the Earlier Settlements), subject to the Tribunal making a Collective Settlement Approval Order, the MN Defendants shall pay McLaren on behalf of the Class, a total of £54,000,000 (fifty four million pounds) (the ***Settlement Sum***), subject to clauses 2.3 and 3 below.

2.2 The Settlement Sum will comprise:

(a) the Damages Sum;

(b) the CFD Sum; and

(c) the Distribution Costs Contribution.

2.3 The Settlement Sum will be paid as soon as possible, and in any event within 28 (twenty-eight) days, after the Tribunal making the Collective Settlement Approval Order by wire transfer, without deduction, to the following bank account:

[redacted]

2.4 Notwithstanding any other provision herein, the liabilities of the MOL Defendants and NYK hereunder, including in relation to the Settlement Sum, are several and not joint. In relation to payment of the Settlement Sum, the MOL Defendants are liable for 45% of the stated amount and NYK is liable for 55 % of the stated amount. For the avoidance of doubt, neither the MOL Defendants nor NYK shall be responsible for discharging the other Party's liabilities.

2.5 The MN Defendants will, through their respective solicitors, provide electronic evidence of payment of the Settlement Sum (or any part thereof) to McLaren's solicitors, Scott+Scott UK LLP (such evidence to be sent to: [redacted]).

2.6 In consideration of payment of the Settlement Sum in accordance with this Agreement, McLaren agrees, and subject to the Tribunal making the Collective Settlement Approval Order, that (without prejudice to the releases and covenants in clauses 6 and 7 below) McLaren, for itself and on behalf of Represented Persons, irrevocably waive(s) all of its/their rights to assert or bring any Claim(s) against the MN Defendants, in connection with or relating to the MN Defendants' conduct as set out in the Decision, or against any other person in connection with or relating to the MN Defendants' liability for the conduct set out in the Decision.

2.7 Subject to the Tribunal making the Collective Settlement Approval Order, the MN Defendants agree that they shall have no right to claim recovery, whether from McLaren, Represented Persons or the Funder, of any of their costs incurred or to be incurred in relation to the Collective Proceedings or any related proceedings including, but not limited to, the costs of the Approval Application and any Further Approval Application, or repayment of costs already paid to McLaren over the course of the Collective Proceedings.

2.8 Save to the extent that the MN Defendants choose to make written or oral submissions within the Collective Proceedings or related proceedings after the date of the Collective Settlement Approval Order, and subject to the payment of the Settlement Sum in accordance with this Agreement, McLaren agrees that it shall have no right to claim recovery from the MN Defendants of any of its costs incurred or to be incurred in relation to the Collective Proceedings or any related proceedings. In the event that the MN Defendants do choose to make written or oral submissions within the Collective Proceedings or related proceedings, the foregoing shall not prevent McLaren from claiming recovery from the MN Defendants of any of McLaren's costs incurred as a result (but, for the avoidance of doubt, McLaren shall not have an automatic right to recover such costs from the MN Defendants which shall be a matter for agreement between the Parties or the order of the Tribunal).

3. Distribution and the Additional Damages Sum

3.1 McLaren undertakes, and the MN Defendants acknowledge, that McLaren will distribute the entirety of the Guaranteed Damages Sum to the Represented Persons, either directly or by way of *cy-près*, to a charity approved by the Tribunal.

3.2 McLaren shall in due course make an application seeking the Tribunal's approval to distribute the Damages Sum to Class Members in accordance with a distribution plan to be prepared by McLaren in conjunction with a claims administrator and in a manner which McLaren considers to be just and reasonable (the ***Distribution Process*** and the ***Distribution Application***). McLaren's main objective will be to make as many Represented Persons as possible aware of their right to a share of the Damages Sum and to encourage them to come forward to claim their share of the Damages Sum.

3.3 McLaren shall provide the MN Defendants with notice of the Distribution Application and any future applications relating to the treatment of the Settlement Sum (including in relation to any distribution to class members, payment of costs, fees and disbursements, and/or treatment of any part of the Damages Sum remaining following distribution to the Class).

3.4 Any part of the Distribution Costs Contribution which is not used by McLaren to meet the cost of: (i) the Distribution Application and related costs (including preparation of all materials supporting the Distribution Application, including any survey of members of the Class); (ii) distributing the Damages Sum; and/or (iii) distributing any other sums McLaren has obtained from the CSAV, "K" Line and WWL/EUKOR Settlements, will be returned by McLaren to the MN Defendants, "K" Line and WWL/EUKOR at the conclusion of the Distribution Process, *pro rata* and *pari passu* based on the level of contribution, by paying the unused portion of the Distribution Costs Contribution to the respective accounts of the MOL Defendants' solicitors and NYK, details of which are set out below:

[redacted]

[redacted]

3.5 If the Distribution Costs Contribution together with any contribution to the costs of the Distribution Process recovered from "K" Line and WWL/EUKOR is not sufficient to meet the entirety of the Distribution Process, McLaren shall use up to £500,000 (five hundred thousand pounds) from the Additional Damages Sum to pay for the costs of the Distribution Process. McLaren may apply to the Tribunal for any further amount in addition to that sum to be paid towards the costs of the Distribution Process from the Additional Damages Sum if necessary.

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3.6 If the CFD Sum together with the sums McLaren obtains to pay costs, fees and disbursements from the CSAV, "K" Line and WWL/EUKOR Settlements (in accordance with those agreements) is not sufficient to meet the entirety of McLaren's costs, fees and disbursements including costs of the Distribution Process (the difference being the ***CFD Shortfall Amount***) then, at the conclusion of the Distribution Process, McLaren may apply to the Tribunal for the Additional Damages Sum (or such lesser amount of the Additional Damages Sum as remains after being used towards the costs of the Distribution Process) to be paid towards the CFD Shortfall Amount.

3.7 McLaren will apply, as part of the Approval Application and in accordance with its contractual obligations, to use the CFD Sum (and any other sums McLaren obtains to pay costs, fees and disbursements from the CSAV, "K" Line and WWL/EUKOR Settlements) to pay its costs, fees and disbursements prior to the Distribution Process. The MN Defendants agree not to oppose any such application.

3.8 The Parties agree that the Settlement Sum shall be held in escrow until the Tribunal approves the payment out of any part of it. Any balance above the amounts directed by the Tribunal to be paid out shall be applied as directed by the Tribunal, including by way of costs, fees and disbursements or being applied to the benefit of the Represented Persons or, by way of *cy-près*, to a charity approved by the Tribunal.

4. Collective settlement approval order

4.1 Without prejudice to the specificity of clauses 4.2 to 4.6 below, at any time after the date of this Agreement the Parties shall execute such documents and do any such other acts and things as may be required for the purposes of giving full effect to the provisions of this Agreement.

4.2 The Parties shall work together, in good faith, to prepare and file a joint Approval Application.

4.3 In the event that any part of the Approval Application is unsuccessful:

(a) McLaren (on the one hand) and the MN Defendants (on the other hand) agree that they shall be severally liable in equal share for any adverse costs awarded in relation to the Approval Application, whether in favour of one or more Represented Persons who make submissions in accordance with Rule 94(7) of the Tribunal Rules, or any other party;

(b) the Parties shall negotiate in good faith to prepare a further joint approval application, taking account of any judgments or obiter comments from the Tribunal, such that a collective settlement approval order will be made which, as far as possible, reflects the terms and spirit of this Agreement (the ***Further Approval Application***); and

(c) if, negotiating in good faith, the Parties cannot agree a Further Approval Application on terms acceptable to both parties, the terms of this Agreement shall not be binding on any Party, save in respect of clauses 12 and 15 below, which shall continue in full force and effect.

4.4 In the event that the Further Approval Application is unsuccessful:

(a) McLaren (on the one hand) and the MN Defendants (on the other hand) agree that they shall be severally liable in equal share for any adverse costs awarded in relation to the Further Approval Application, whether in favour of one or more Represented Persons who make submissions in accordance with Rule 94(7) of the Tribunal Rules, or any other party; and

(b) unless otherwise agreed in writing, the terms of this Agreement shall not be binding on any Party, save in respect of clauses 12 and 15 below, which shall continue in full force and effect.

4.5 If more than one Further Approval Application is needed, the Parties agree that clauses 4.3 and 4.4 above shall apply to the preparation of additional Further Approval Applications, *mutatis mutandis*.

4.6 The Parties note Rule 94(15) of the Tribunal Rules and agree that, in the event that the Approval Application or any Further Approval Application is unsuccessful such that this Agreement is rendered not binding in accordance with clause 4.3(c) or 4.4(b) above, the Parties shall not rely on or refer to at further hearings before the Tribunal or any appellate court the existence, terms, form or content of this Agreement, the Approval Application and/or any Further Approval Application(s) and accompanying documents, witness statements or exhibits, and all prior or future negotiations in relation thereto, unless otherwise agreed in writing, save in respect of claims for costs.

5. Stay of the Collective Proceedings

5.1 As far as is possible without order from the Tribunal, the Parties agree that any actual and potential deadlines regarding the MN Defendants in the Collective Proceedings, whether substantive or procedural, and whether set out in an order or in accordance with the Tribunal Rules, the Tribunal Guide, or any other Practice Direction, shall be suspended from the point of signing of this Agreement.

5.2 Paragraph 5.1 above shall not apply to any orders relating to the Approval Application, any Further Approval Application, the Distribution Application or any other applications relating to the proposed settlement.

6. Release and waiver

6.1 Subject to the Tribunal making the Collective Settlement Approval Order, the Parties agree that the settlement set out in this Agreement is in full and final settlement of all and / or any Claims which any Represented Person may have against any of the MN Defendants in relation to the subject matter of the Collective Proceedings and/or the conduct as set out in the Decision.

6.2 The MN Defendants agree that as part of its full and final settlement with McLaren, neither McLaren nor the Funder will have any liability in respect of the MN Defendants' costs in the Collective Proceedings pursuant to any judgment, order, award and/or cost certificate of a competent court or tribunal made in the Collective Proceedings, and the MN Defendants shall not be entitled to make any claim in relation to such costs against McLaren and/or the Funder, whether pursuant to the costs undertaking entered into between the Funder and the Defendants dated 12 April 2021 or otherwise.

7. Agreement not to sue

7.1 Each Party agrees not to sue, commence, voluntarily aid in any way, prosecute or cause to be commenced or prosecuted against the other Party or the Funder any action, suit or other proceeding concerning the subject matter of the Collective Proceedings and/or the conduct as set out in the Decision, in this jurisdiction or any other, save for the purposes of enforcing this Agreement.

8. No admission

8.1 The Parties agree that the Agreement is entered into without any admission of liability by the MN Defendants and that the MN Defendants deny that any members of the Class or any other person has suffered any loss or damage as a result of any anti-competitive behaviour in connection with the Cartel or the subject matter of the Decision.

8.2 The Parties also agree that neither this Agreement nor any statement made in the negotiation hereof is, or shall be deemed or construed to be, an admission by or evidence against the MN Defendants or evidence of the truth of any of McLaren's allegations against the MN Defendants.

9. Effect of this Agreement

9.1 The Parties agree that this Agreement shall immediately be fully and effectively binding upon them.

9.2 Should the Tribunal refuse to make a Collective Settlement Approval Order on terms acceptable to the Parties, this Agreement shall cease to be binding in accordance with clauses 4.3 to 4.5 above. For the avoidance of doubt, McLaren's claim against the MN Defendants would continue.

10. Entire agreement

10.1 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

10.2 Each Party acknowledges that, in entering into this Agreement, it has not relied on any oral or written representation, warranty, or other assurance other than as expressly set out in this Agreement and waives all rights and remedies which might otherwise be available to it in respect thereof, provided always that nothing in this paragraph limits or excludes any liability for fraud.

11. Tax

11.1 Each party shall account solely for its compliance with its own tax liabilities and/or obligations arising from the Agreement.

12. Confidentiality

12.1 The Parties agree that this Agreement will form part of the joint Approval Application which will be filed at the Tribunal, served on the Defendants, and made available to Represented Persons (and their legal advisors or representatives) on request.

12.2 Unless otherwise stipulated in this Agreement or ordered by the Tribunal, the substance of all negotiations in connection with this Agreement are confidential to the Parties, their advisers and the

Funder, who shall not disclose them to or otherwise communicate them to any third party without the written consent of the other Parties other than:

(a) to the extent that they form part of the Approval Application or evidence filed in support thereof;

(b) to the Parties' respective board members, auditors, accountants, insurers, lawyers and other professional advisors on terms which preserve confidentiality;

(c) to the Parties' relevant tax authorities;

(d) pursuant to an order of a court of competent jurisdiction other than the Tribunal, or pursuant to any proper order or demand made by a competent authority, a tax authority or body where they are under a legal order or regulatory obligation to make such a disclosure; or

(e) as far as necessary to implement and enforce any of the terms of this Agreement.

12.3 In the case of a subpoena or court order or other third party legal request seeking or purporting to require access to this Agreement (other than the version of this Agreement appended to the Collective Settlement Approval Order and published on the Tribunal's website, or another non-confidential version of the Agreement prepared in accordance with clause 12.4 below) or information as to the substance of negotiations in connection with this Agreement (a ***Disclosure Request***), the Parties agree to notify each other promptly upon receipt of the Disclosure Request and to provide to the other Parties a copy of the subpoena, court order or request, provided that such notification is not otherwise prohibited by law. The Parties agree to use reasonable endeavours to cooperate with each other to prevent or limit the disclosure of the substance of negotiations in connection with this Agreement (including any drafts) or any parts of it and to provide each other with a reasonable opportunity to take action to prevent production of the substance of negotiations in connection with this Agreement or disclosure of any confidential information relating to this Agreement or to ensure that any such production or disclosure should be subject to appropriate confidentiality restrictions.

12.4 If applicable and in accordance with this Agreement, the Parties shall agree non-confidential versions of this Agreement, the Approval Application and any evidence filed in support of the Approval Application, for service on the Defendants or production to Represented Persons (and their legal advisors or representatives) in accordance with clause 12.1 above or for any other purpose, including but not limited to responses to requests pursuant to paragraph 9.66 of the Tribunal Guide.

12.5 It shall not be a breach of this clause 12 for the Parties to publicise, including for the purposes of satisfying McLaren's notice requirements and wider duties to the Class, that McLaren has settled the Collective Proceedings as against the MN Defendants, subject to the Tribunal's approval (if applicable). The Parties may publicise and/or confirm:

(a) the existence of this Agreement;

(b) the Settlement Sum;

(c) the Damages Sum, the Guaranteed Damages Sum and/or the Additional Damages Sum;

(d) the CFD Sum;

(e) the Distribution Costs Contribution;

(f) the implications for Represented Persons and their ability to opt-out of the Collective Settlement; and

(g) any other facts or terms which the Tribunal directs.

12.6 McLaren agrees and undertakes that it shall keep confidential all confidential documents and information which relate to the MOL Defendants and/or NYK, and/or their business, and/or the Cartel, which it obtained in the Collective Proceedings, and shall not disclose any such documents and/or information to any person, subject to the terms of clauses 12.2 and 12.3, *mutatis mutandis*. The foregoing obligations are without prejudice to any obligations arising under any order of the Tribunal, the Tribunal Rules or the Tribunal Guide.

12.7 As part of the Approval Application, the Parties shall agree wording for a notice of application for a collective settlement approval order in accordance with Rule 94(4)(f) of the Tribunal Rules (the ***Application Notice***), and a notice of collective settlement approval in accordance with Rule 94(13) of the Tribunal Rules (the ***Approval Notice***). Subject to any amendments by the Tribunal, McLaren shall publicise the Application Notice and the Approval Notice in accordance with the Notice and Distribution Plan.

13. Severability

13.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted, while the remaining provisions of this Agreement shall continue in full force and effect. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

14. Counterparts

14.1 This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute one agreement.

15. Jurisdiction and applicable law

15.1 This Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by, and interpreted in accordance with, English law.

15.2 The English courts shall have exclusive jurisdiction in relation to all disputes arising out of or in connection with this Agreement, including disputes arising out of or in connection with: (i) the creation, validity, effect, interpretation, performance or non-performance of, or the legal relationships established by, this Agreement; and (ii) any non-contractual obligations arising out of or in connection with this

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Agreement. For such purpose, each Party irrevocably submits to the jurisdiction of the English courts and waives any objection to the exercise of such jurisdiction.

16. Alterations and amendments

16.1 Any alteration of or amendment to this Agreement shall be in writing and signed by or on behalf of each Party. This requirement of written form shall also apply to any amendment to or waiver of the requirement of written form as stipulated in the present provision.

17. Authority

17.1 The Parties to this Agreement expressly represent and warrant that the execution and performance of, and compliance with, their respective obligations under this Agreement is fully authorised by each of them and that the persons executing the Agreement have the necessary authority to do so.

This Agreement has been entered into on the date stated at the beginning of it.

Signed by Mark McLaren for and on behalf of Mark McLaren Class Representative Limited	[redacted]
Signed by Jane Wessel, for and on behalf of MOL (EUROPE AFRICA) LTD.	.... Partner, Arnold & Porter Kaye Scholer (UK) LLP
Signed by Jane Wessel, for and on behalf of Mitsui O.S.K. Lines Limited.	.... Partner, Arnold & Porter Kaye Scholer (UK) LLP
Signed by Jane Wessel, for and on behalf of Nissan Motor Car Carrier Co. Ltd.	.... Partner, Arnold & Porter Kaye Scholer (UK) LLP
Signed by Takaya Soga, for and on behalf of Nippon Yusen Kabushiki Kaisha.	.... President, Representative Director

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Signed by Mark McLaren for and on behalf of Mark McLaren Class Representative Limited	.... Director
Signed by Jane Wessel, for and on behalf of MOL (EUROPE AFRICA) LTD.	[redacted] Partner, Arnold & Porter Kaye Scholer (UK) LLP
Signed by Jane Wessel, for and on behalf of Mitsui O.S.K. Lines Limited.	[redacted] Partner, Arnold & Porter Kaye Scholer (UK) LLP
Signed by Jane Wessel, for and on behalf of Nissan Motor Car Carrier Co. Ltd.	[redacted] Kaye Scholer (UK) LLP
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Signed by Takaya Soga, for and on behalf of Nippon Yusen Kabushiki Kaisha.	[redacted] President, Representative Director

ANNEX 1

The ***Class*** means:

All Persons (other than Excluded Persons) who during the period 18 October 2006 to 6 September 2015 either Purchased or Financed, in the United Kingdom, a New Vehicle or a New Lease Vehicle, other than a New Vehicle or New Lease Vehicle produced by an Excluded Brand or, in the event such a Person has died on or after 20 February 2020, their Personal Representative.

For these purposes:

Cars means motorised four wheel vehicles including people carriers, 4x4s and SUVs, and all motorised passenger carrying vehicles that can carry no more than eight passengers (excluding the driver).

Contract Hire Arrangement means a lease agreement under which the lessee pays a deposit followed by a fixed monthly amount for the use of a vehicle, and where, at the end of the term the lessee returns the vehicle to the lessor.

Excluded Brands / Manufacturers means Abarth; Aixam; Alfa Romeo; Aston Martin; Audi; Bentley; Daimler; DS; Ferrari; Fiat; Fuso; Iveco; Jaguar; KTM; Lamborghini; Land Rover; LDV; Lotus; Maserati; Maybach; Mia; Microcar; Mini; Morgan; Opel; Piaggio; Porsche; Renault Trucks; Rolls-Royce; Rover MG; Saab; Santana; Seat; Skoda; Smart; and Volvo.

Excluded Persons means:

(a) Addressees of the European Commission decision in Case AT.40009 – Maritime Car Carriers, their subsidiaries, holding companies, subsidiaries of those holding companies, and any entity in which any of the addressees has a controlling interest;

(b) Officers, directors or employees of any of the companies referred to in (a) above, at any time since 18 October 2006;

(c) All members of the Class Representative’s and Defendants’ legal teams and all experts or professional advisers instructed by them in these proceedings;

(d) All members of the Tribunal panel assigned to these proceedings and any judge hearing any appeal in these proceedings;

(e) Any legal person that is recorded as dissolved on the register of companies kept by Companies House; and

(f) Any natural person who died before 20 February 2020.

First Registered Keeper means the Person recorded as such on the V5C Registration Form issued by the Driver Vehicle Licensing Agency in respect of a given vehicle.

Hire Purchase Arrangement means a loan for the full cost of a vehicle, repaid by way of a deposit and then fixed monthly payments over an agreed time period, at the end of which the purchaser becomes the legal owner of the vehicle.

Light and Medium Commercial Vehicles means motorised four wheel vehicles constructed for transporting goods with a gross weight of less than six tonnes.

New Lease Vehicle means all Cars and Light and Medium Commercial Vehicles under a Contract Hire Arrangement by the First Registered Keeper (the lessor) to a lessee.

New Vehicle means all Cars and Light and Medium Commercial Vehicles of which the purchaser, or a Related Third Party, was the First Registered Keeper.

Personal Contract Purchase (or ***PCP***) ***Arrangement*** means a loan for the difference between the price of a new vehicle and its predicted value at the end of the loan agreement where, at the end of the loan term, the purchaser can choose to: (i) trade the vehicle in; (ii) return the vehicle to the seller and make no further payment; or (iii) pay a final payment corresponding to the resale price of the vehicle and keep it.

Personal Representative means the executor or administrator of an estate.

Persons means all persons, whether legal or natural.

Purchased or Financed in the United Kingdom means:

(a) purchased a New Vehicle outright that was first registered in the United Kingdom with the Driver and Vehicle Licensing Agency as a new vehicle, save where such purchase was made for the purposes of providing vehicle finance services;

(b) purchased a New Vehicle that was first registered in the United Kingdom with the Driver and Vehicle Licensing Agency as a new vehicle using a Hire Purchase Arrangement;

(c) purchased a New Vehicle that was first registered in the United Kingdom with the Driver and Vehicle Licensing Agency as a new vehicle using a Personal Contract Purchase (PCP) Arrangement; or

(d) was the lessee of a New Lease Vehicle that was first registered in the United Kingdom with the Driver and Vehicle Licensing Agency as a new vehicle on a Contract Hire Arrangement.

Related Third Party means a person whom the outright purchaser of a New Vehicle, the purchaser of a New Vehicle under a Hire Purchase Agreement or the purchaser of a New Vehicle under a Personal Contract Purchase Arrangement decides will be registered as the First Registered Keeper of the New Vehicle in question, for any reason.

ANNEX 2 - CSAO NOTICE

Competition Appeal Tribunal Case No.: 1339/7/7/20

Persons who purchased one or more new cars, SUVs, 4x4s or light or medium commercial vehicles between 18 October 2006 and 6 September 2015 could benefit from a collective settlement.

This is a legal notice concerning the approval by the UK Competition Appeal Tribunal (the "**Tribunal**") of a collective settlement (the "**Settlement**"), the details of which are summarised below. This notice is published at the direction of the Tribunal which granted a Collective Proceedings Order on 20 May 2022 ("**CPO**") in favour of Mark McLaren Class Representative Limited (the "**Class Representative**") to bring proceedings against the following companies, all of whom were found by the European Commission to have infringed EU competition law in relation to deep sea carriage services for new motor vehicles on routes to/from countries in the European Economic Area (EEA) (the "**Claim**"):

(1) MOL (Europe Africa) Ltd

(2) Mitsui O.S.K. Lines Limited

(3) Nissan Motor Car Carrier Co. Ltd

(4) Kawasaki Kisen Kaisha Ltd

(5) Nippon Yusen Kabushiki Kaisha

(6) Wallenius Wilhelmsen Ocean AS

(7) EUKOR Car Carriers Inc

(8) Wallenius Logistics AB

(9) Wilhelmsen Ships Holding Malta Limited

(10) Wallenius Lines AB

(11) Wallenius Wilhelmsen ASA

(12) Compañía Sud Americana de Vapores S.A.

(together, the "**Defendants**").

This notice may be relevant to you if you are someone who falls within the class defined in the CPO (the "**Class**"):

> "*All Persons (other than Excluded Persons) who during the period 18 October 2006 to 6 September 2015 either Purchased or Financed, in the United Kingdom, a New*

Vehicle or a New Lease Vehicle, other than a New Vehicle or New Lease Vehicle produced by an Excluded Brand or, in the event such a Person has died on or after 20 February 2020, their Personal Representative."

Members of the Class (or "**Class Members**") who purchased or financed at least one new car, or light or medium commercial vehicle, between 18 October 2006 and 6 September 2015 may be entitled to claim both in respect of the vehicle(s) purchased or financed during that period, and for any additional vehicles purchased or financed between 7 September 2015 and 31 December 2019.

A copy of the CPO, with an explanation of all the capitalised terms in the class definition, can be viewed online at **www.cardeliverycharges.com**.

The present Settlement relates to the First to Third and Fifth Defendants (the "**MN Defendants**") only. The Tribunal has previously approved settlements between the Class Representative and: (1) the Twelfth Defendant ("**CSAV**") by order dated 6 December 2023; (2) the Sixth to Eleventh Defendants ("**WWL/EUKOR**") by order dated 6 December 2024; and (3) the Fourth Defendant ("**"K" Line**") by order dated 6 December 2024 (together, the "**Previous Settlements**").[1] As the MN Defendants were the only two remaining defendant groups, the Settlement brings these proceedings to an end, other than in relation to distribution of the total sums recovered, and payment of costs, fees and disbursements. This means that there will be no judgment following the trial which took place from January to March 2025. It also means that, if you fall within the class definition set out above and have not 'opted out' (see https://cardeliverycharges.com/media/z0ulcu4q/cpo-notice-new.pdf), you will be entitled to seek a share of the Settlement damages, as explained further below. Your claim against the Defendants in these proceedings will be finally resolved by this Settlement, and you will not be able to bring another claim against the Defendants in relation to the subject matter of the collective proceedings or the conduct as set out in the European Commission's Decision referred to above (a non-confidential version of which can be found at https://ec.europa.eu/competition/antitrust/cases/dec_docs/40009/40009_2427_7.pdf).

This notice is for your information so that you can consider whether you wish to opt-out of the Settlement.

A full copy of the application made to the Tribunal regarding the Settlement can be viewed online at **www.cardeliverycharges.com**, along with other information about the claim. The Tribunal's Ruling on the Settlement can be found online at: https://www.catribunal.org.uk/cases/13397720-mark-mclaren-class-representative-limited. This notice gives important information about the Settlement.

The key terms of the Settlement, which has been approved, are as follows:

(a) **Settlement value**: The MN Defendants have agreed to pay £54 million in full and final settlement of the Claim (the "**Settlement Sum**"). The Settlement is entered into without any admission of liability by the MN Defendants. Along with the sums recovered from

[1] The collective settlement approval orders are available on the Tribunal website: https://www.catribunal.org.uk/cases/13397720-mark-mclaren-class-representative-limited

the settlements with CSAV, "K" Line and WWL/EUKOR, the Class Representative will have recovered up to £92.75 million in total (the "**Total Sum**").

(b) **Timing of payment**: The MN Defendants will pay the Settlement Sum to the Class Representative within 28 days of the order which the Tribunal has now made approving the Settlement, i.e., by 11 March 2026. The Guaranteed Damages Sum, and (to the extent applicable) the Additional Damages Sum, will be distributed to Class Members in due course (on which see paragraphs (c), (d) and (f) below).

(c) **Guaranteed distribution**: As a condition of the Settlement, the Class Representative shall distribute a minimum of £20 million of the £54 million from this Settlement with the MN Defendants, to Class Members and/or by way of cy-près to charity, to compensate the class (the "**Guaranteed Damages Sum**"). When added to the guaranteed sums from the Previous Settlements, it will result in a guaranteed minimum of £34 million in total to be paid either to Class Members and/or to charity.

(d) **Further available distribution**: In addition to the Guaranteed Damages Sum, a further £12.5 million (the "**Additional Damages Sum**") shall be available from this Settlement for distribution if uptake by Class Members exceeds the guaranteed minimum (along with up to a further £9.37 million of additional damages available from the Previous Settlements). Now that the Settlement has been approved, together with the guaranteed damages from this Settlement and the Previous Settlements, this means that a minimum of £55.87 million will be available for distribution to the Class (the "**Total Damages Sum**").

(e) **Payment of costs, fees and disbursements**: The Claim is funded by a third-party funder, Woodsford Group Limited ("**WGL**"), which has paid the upfront action costs on an ongoing basis. In addition, 'after-the-event' insurance had to be taken out to ensure that the Class Representative would have been able to pay any costs incurred by the Defendants that the Tribunal may have ordered the Class Representative to pay; and the legal team has been acting on discounted conditional rates, deferring a proportion of their fees, which would also be subject to an uplift on success. On success, WGL, the insurers, and the legal team are entitled to their deferred fees, and to any success fees to reflect the risk that the Claim may not have succeeded (in which case, WGL would not have received any return on their investment, the insurers would have received only their upfront insurance premiums, and the legal team would have received only their discounted rates). The Tribunal has approved that, as part of the Settlement Sum, the MN Defendants will pay £20 million towards costs, fees and disbursements, which includes a contribution towards the costs of the litigation incurred to date, insurance premiums and success fees. The remaining costs, fees and disbursements will be paid from the other Previous Settlements, subject to a further approval by the Tribunal upon an application by the Class Representative. In the event that the sums from the Settlement and the Previous Settlements do not cover the costs, fees and disbursements in full, then there is still the possibility that the costs, fees and disbursements still remaining unpaid at that point could be satisfied (at least in part) by any remaining part of the Additional Damages Sum in the Settlement.

(f) **Distribution**: Following payment by the MN Defendants to the Class Representative, the Class Representative will hold the Damages Sum in escrow, alongside the settlement sums paid by the other Defendants. As the Proceedings are at an end, the Class Representative will prepare a detailed distribution plan setting out how the Damages Sum will be distributed. This will include how Class Members' individual entitlements will be calculated, and what information Class Members will be required to provide to claim in the distribution. The Settlement includes a contribution of up to £1.5 million towards the costs of distribution in addition to a further £0.5 million to be paid by each of "K" Line and WWL/EUKOR, meaning up to £2.5 million will be available to pay the costs of distribution.

Class Members will have the right to opt-out of any distribution of sums recovered by the Class Representative, including this Settlement and the Previous Settlements. In light of the terms of the Settlement, including the Tribunal's confirmation that distribution will not take place at present, the Class Representative has requested that the window in which Class Members who want to opt-out, are required to do so, does not begin to run at present. We believe that Class Members should not be required to make a decision until a fuller picture of the level of recovery achieved by the Claim is understood.

Should any Class Member have questions about this, it can contact the Class Representative by email or by post to either of the following addresses: info@cardeliverycharges.com or Car Delivery Charges, PO Box 13260, BRAINTREE, CM7 0PL.