

# Automotive Wheels Ltd Terms and Conditions of Sale

Definitions: 'Buyer' - the person or business named in the purchase order. 'Seller' - Automotive Wheels Ltd to which the purchase order is issued. 'Goods' - all items to be supplied and all work to be done by the seller as specified in the purchase order. 'Purchase Order' - the buyer's purchase order which specifies that these conditions apply to it. 'The Contract' - the arrangement between buyer and seller, comprising the purchase order, these conditions and any other documents specified in the purchase order. 'The Factor' - Bibby Financial Services Ltd

Service: The seller will supply alloy wheels with or without tyres and other related parts. These wheels will be supplied for the required specification of the Buyer. Wheels purchased with tyres will be supplied as ready to fit to the car i.e. tyres will be fitted to wheels and wheel/tyre combinations will be balanced to suitable level, unless otherwise requested. Wheels that are not in stock will be imported especially with no guarantee of delivery date but within reasonable time. Once the Buyer confirms an order, it is only cancellable in writing (Email is acceptable). Wheels that are imported at the Buyers request are returnable at the Sellers discretion. Cancellations of 'Back ordered' wheels must also be cancelled in writing. 'Purchase Orders' where the wheels are fitted with tyres by the Seller are non-returnable. If the Buyers own tyres are fitted to wheels supplied by the Seller, the wheels are non-returnable. Any return that is accepted by the seller outside of these conditions will be at 20% administration charge. Returned goods will be subject to a full condition inspection prior to refund being offered. Any items ordered by the Buyer are accepted at the point of delivery where a third party courier will collect a signature of receipt in acceptable condition.

Guarantee & Warranty: Warranty of SuperMetal, Ronal, Borbet, Autec and Diewe alloy wheels is 24 months from the date of manufacture of the wheel as stamped inside it or from the date of delivery/fitting date where the delivery/fitting date can be clearly identified and demonstrated. This guarantee covers finish and performance of the wheels and is offered entirely at the discretion of each manufacturer respectively. Any decision made by the manufacturer will be final and any replacement wheels given will be solely at the discretion of these companies. Guarantee claims are for repair or replacement or credit. Any other guarantees or warranties offered on products sold by the Seller will be assumed to be 12 months from date of delivery unless otherwise agreed. Claims will be at the sole discretion of the manufacturer or their UK representative supplying the Goods to the Seller. Any warranty offered on all Goods offered by the Seller are in addition to the Statutory rights of the Buyer and do not limit the legal liability of the Seller.

Price: Prices provided by the Seller may be changed at any point before a Purchase Order is confirmed without prior notice. All prices exclude VAT unless otherwise stated. Delivery will be paid in addition to prices listed unless otherwise stated. Discounts may be withdrawn at any time and discount levels may vary without prior notice. We reserve the right to cancel orders for any reason, without prior notice.

Payment: Payment terms of this credit account Customer contracts will be 'Net Due 30 days from End of month of invoice'. Any variations to this payment term will be at Sellers discretion. This account will be factored through The Factor. Eligibility for an account of this type will be subject to credit and security checks made by The Factor.

Payment will be made to The Factor by one of the following methods: Cheque and BACS or CHAPS bank transfer. Alternative methods can be used via Automotive Wheels Ltd who will forward payment to The Factor. If any payment is overdue by the Buyer on the contract, we reserve the right to cancel the contract and suspend deliveries of goods until payments of all outstanding amounts are made in full. Any payments overdue by more than 15 days will be subject to statutory interest. This shall accrue at 8% above the Bank of England Base rate in accordance with the 'Late payment Of Commercial Debts (Interest) Act 1998'. Further action resulting in collection of funds by a third party will result in a collection charge and acceptance of all additional legal fees made by the collection agency to the purchaser.

Data: Data will be processed according to our privacy policy. We may share your personal data with our funding partners from time to time.

Delivery and Defects: All delivery times are estimates only and are made on the relevant information available at the time of enquiry. Dates may not be guaranteed even where dates are specified, delivery will be within a reasonable time. The Seller shall have no liability for non-delivery or shortfall in the quantity of goods delivered unless notified by the Buyer in writing (Email is acceptable) within 7 days from the delivery. Likewise, the seller shall have no liability for losses, consequential losses or any other claim and will not make any payment or credit in compensation resulting from any delay, non-delivery, damages or any other reason caused by a 3rd party to the whole order or any part of it. The Sellers Liability for non-delivery of goods shall be limited to replacing the goods within a reasonable time or issuing a credit note against any invoice raised for the relevant goods. If the Buyer does not notify the Seller within this time limit, the Buyer shall be deemed to have received the goods and shall be bound to pay the price as if the goods had been received by the Buyer. The Seller will warrant that upon delivery, the goods will be free from defects in workmanship or materials. We offer no other warranty (save for the Manufactures Warranty) to the Buyer in relation to the goods. Any claim by the Buyer in relation to a defect in the quality or condition of the goods must be notified to the Seller by the Buyer in writing with supporting pictures of the complaint and the product packaging (Email is acceptable) within 2 working days of delivery. In the case of wheels, no claim of quality, workmanship or delivery damage defects maybe made once the wheel has commenced any part of the tyre fitting process. The Buyer shall not be entitled to reject the goods and shall be bound to the price if the Buyer fails to comply with any of the listed conditions. Where the Buyer complies with all listed conditions, then at the Sellers discretion, the Seller shall replace or repair the defective goods or refund the price to the Buyer.

Passing of Risk and Property: Risk of loss, damage or deterioration in the goods shall pass to the Buyer when the goods have been dispatched from Sellers' premises. Ownership of the Goods will pass to the Buyer on dispatch and invoicing of the goods by the Seller. Once ownership of the goods has passed to the Buyer, the Buyer as bailee shall keep them safe, insured and separate and identifiable from all other goods in the Buyers Possession. As of 1/11/2009 all Credit Account Trade customer debts shall be assigned to The Factor. Therefore, the amount due is assigned to and must be paid to The Factor. All payment information is available from the purchase invoice. All debts should therefore be settled within the agreed period The Factor. Any outstanding debts will be administered by The Factor or their Partners, in addition any debts will be recovered by The Factor or their Partners.

Liability: The Sellers Maximum liability for breach of contract, misrepresentation, misstatement or other tortious act or omission including negligence arising under or in connection with the Contract shall so far as permitted by the law be limited to the price paid to the Seller under the Contract. Nothing in these conditions shall exclude the Sellers Liability for death or personal injury resulting from the Sellers negligence or fraudulent misrepresentation. The seller shall not be responsible for any loss of profit or for any indirect or consequential loss or depletion of goodwill or loss of business or costs, expenses or any other claims for any other consequential compensation whatsoever that arises out of or in connection with the Contract. The Seller reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of goods ordered by the Buyer (without liability to the Buyer) if the Seller is prevented from or delayed in the carrying on of the Sellers business due to circumstances beyond the Sellers reasonable control, including without limitation, acts of god, government actions, war or national emergency, riot, blockades, embargoes, fire, explosion, flood, epidemic, blackout, strikes or other labour disputes (whether or not relating to the sellers workforce) or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials. If the event in question continues for a continuous period in excess of 20 days, the Buyer shall be entitled to give notice in writing to us to terminate the Contract.

Any contract shall be governed and construed in accordance with English Law. The Seller and the Buyer submit to the exclusive jurisdiction of the English courts. The Seller reserves the right to change these terms without prior notice.