

Automotive Wheels Ltd: Terms and Conditions of Sale for Account Customers

(Revised 10/09)

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.

Service: The seller will supply alloy wheels with or without tyres. 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 (Fax 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: Guarantee of Ronal and Borbet alloy wheels is 24 months from the date of manufacture of the wheel as stamped inside it and not from the date of the Purchase Order. This guarantee is a paint and performance guarantee and is totally at the discretion of Borbet GmbH and Ronal GmbH in Germany respectively. Any decision made by them will be final and any replacement wheels given will be solely at the discretion of these companies. No refunds will be given on any guarantee. Guarantees are repair or replacement only. Any other guarantees offered by manufacturing companies of the Goods supplied by the Seller will be at the sole discretion of the manufacturer or their UK representative supplying the Goods to the Seller. Any guarantees 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 are subject to manufacturer prices remaining constant and 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. Prices are based on a 25 to 30% trade deduction of the suggested retail price. Discounts may be withdrawn at any time and discount levels may vary without prior notice.

Payment: Payment terms of this contract 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 Hitachi. Eligibility for an account of this type will be subject to credit and security checks made by Hitachi. Payment will be made to Hitachi by one of the following methods: Cheque and BACS or CHAPS bank transfer or Direct Debit. Alternative methods can be used via Automotive Wheels Ltd who will forward payment to Hitachi. Payment of a statement by credit card is subject to a 2.5% charge. 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.

Delivery and Defects: All delivery times are estimates only and are made on the relevant information available at the time of enquiry. If no 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 within 48 hours from the time of delivery. 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 on 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 within 48 hours of delivery. 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 in 1.6, then at the Sellers discretion, the Seller shall replace or repair the defective goods or refund the price to you.

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 1/11/09 all Credit Account Trade customer debts shall be assigned to Hitachi Capital Finance Ltd (Hitachi). Therefore the amount due is assigned to and must be paid to our factors, Hitachi. All payment information is available from the purchase invoice. All debts should therefore be settled within the agreed period with Hitachi. Any outstanding debts will be administered by Hitachi or their Partners, in addition any debts will be recovered by Hitachi Ltd 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.