

## Standard Account Holders Terms and Conditions

Invoices are payable 30 days end of month following invoice.

### Conditions of Business

The price list must be read in conjunction with the company's current conditions of business to which it is subject in all respects. Prices quoted may be subject to alteration and consequently, this price list does not constitute an offer to supply goods at the prices quoted. All prices are subject to VAT at the rate ruling on the date of supply.

### Carriage Charges

**Minimum Order Value = £10.00 + P&P & VAT**

UK MAINLAND CARRIAGE				
	STANDARD PRICE		SURCHARGE PRICE *	
NEXT DAY (PER ORDER)	£9.75		FOC	
AM DELIVERY (PER ORDER)	£19.75		£11.25	
SATURDAY AM DELIVERY (PER ORDER)	£34.75		£26.25	
HOME DELIVERY (PER ORDER)	£13.75		£7.75	
COLLECTION BY ARRANGEMENT (PER PARCEL)	£16.25		£16.25	
ISLE OF WIGHT (PER ORDER)	£15.75		£7.25	
OUTSIDE UK MAINLAND CARRIAGE				
	STANDARD PRICE		SURCHARGE PRICE *	
	FIRST PARCEL	SUBSEQUENT PARCEL	FIRST PARCEL	SUBSEQUENT PARCEL
SCOTTISH HIGHLANDS	£19.25	£11.25	£11.25	£8.25
SCOTTISH ISLES	£19.25	£19.25	£16.25	£11.25
ISLE OF MAN	£19.25	£19.25	£16.25	£11.25
NORTHERN IRELAND	£16.25	£16.25	£11.25	£11.25
CHANNEL ISLANDS	£19.25	£19.25	£16.25	£11.25
EIRE	£19.25	£19.25	POA	POA
FIRST CLASS RECORDED POST				
ORDERS UNDER 1KG WEIGHT			£5.25	

\* SURCHARGE PRICES RELATE TO ORDERS WHICH INCLUDE TWO OR MORE 12 AH AND ABOVE BATTERIES OR ORDERS WHICH ARE OVER £150 IN VALUE BEFORE VAT AND CARRIAGE.

POST CODE AREAS INCLUDED WITHIN SCOTTISH HIGHLANDS:

AB 31 TO AB 38  
 AB 40 TO AB 56  
 IV 1 TO 28  
 IV 30 TO 32  
 IV 36 & 40  
 IV 52 TO 54  
 IV 63  
 KW 1 TO 14  
 PA 21 TO PA 38  
 PH 4 TO PH 41  
 PH 49 TO PH 50

POST CODE AREAS INCLUDED WITHIN SCOTTISH ISLES:

HS  
 IV 41 TO 49  
 IV 51, 55 & 56  
 KA 27 & 28  
 KW 15 TO 17  
 PA 20  
 PA 41 TO 49  
 PA 60 & 78  
 PH 42 TO 44  
 ZE

Collection of wheels/rims for processing - £16.50 per box. When sending wheels & rims in for puncture proofing please ensure full instructions and your company details are included.

Orders under £175 – Carriage (UK Mainland) charged at £9.75, UK Mail next day service.

### WARRANTY CLAIMS/RETURNS TO FLEXEL UK LTD

Any goods required to be returned to FLEXEL for any reason are subject to the following:

1. Please telephone our sales office and ask for a returns number.
2. Please give the delivery note number/invoice number goods were received on, and a reason for return.
3. When you send goods back please quote returns number on any paperwork sent and the box/packaging you send the goods back in.
4. Replacement goods for warranty will be sent when warranty is agreed.
5. Goods supplied incorrectly by FLEXEL will be credited in full including return carriage

# TERMS AND CONDITIONS OF SALE

These terms and conditions ("the Conditions") set out the terms on which FLEXEL (UK) LIMITED ("the Company") supplies all Goods to its Customers. No variation to the Conditions will be binding on the Company unless set out in writing and accepted in writing by an authorised representative of the Company. These Conditions supersede all earlier sets of terms and conditions and apply to every contract made between the Company and its Customers for the supply of Goods.

## 1 Contract

- 1.1 A contract will be formed between the Company and a Customer ("the Customer") when the Company accepts an order for Goods ("the Goods") placed by the Customer (whether the order is placed by telephone or in writing) ("the Contract"). No previous negotiations, quotations, correspondence or other communication prior to the date of order shall form part of the Contract unless the Company expressly agrees otherwise. All Contracts shall be subject to the Conditions.
- 1.2 Failure or neglect by the Company to enforce at any time any of the provisions of the Contract shall not be construed nor shall it be deemed to be a waiver of the Company's rights hereunder.
- 1.3 The Contract shall be governed by English law and the parties submit to the non-exclusive jurisdiction of the English Courts.
- 1.4 If any provision of the Contract is held by a competent court to be invalid or unenforceable in whole or in part, the validity of the other provisions and the remainder of the provision in question shall not be affected and shall remain valid and enforceable.

## 2 Delivery

- 2.1 All Goods are sold subject to reasonable availability. Any stated delivery dates are approximate only and the Company shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence unless previously agreed by the Company in writing. The Company may at any time and for any reason alter the estimated delivery dates by giving notice to the Customer.
- 2.2 The Company's delivery charges are set out in its price list which will be updated from time to time.
- 2.3 Where the Goods are to be delivered in instalments each delivery shall constitute a separate contract.
- 2.4 If the Customer fails to take delivery of the Goods or inhibits the Company's ability to deliver then, without prejudice to any other right or remedy available to the Company, the Company may charge the Customer for the reasonable transport costs incurred by the Company and either:
  - 2.4.1 store the Goods until actual delivery and charge the Customer for the reasonable costs (including insurance) incurred; or
  - 2.4.2 sell the Goods at the best price readily obtainable and charge the Customer for any shortfall below the price for the Goods charged to the Customer, including any costs of storage and sales.
- 2.5 The Company will replace, free of charge, Goods damaged or short delivered provided written notification of the damage or shortfall is received by the Company within 48 hours of delivery.

## 3 Title and Risk

- 3.1 Risk of damage to or loss of the Goods shall pass to the Customer at the time of delivery to the agreed delivery address or, if the Customer (or the delivery addressee) fails to take delivery or postpones delivery of the Goods, the time when the Company has tendered delivery of the Goods.
- 3.2 Notwithstanding any other provision of the Contract, the title in the Goods shall not pass to the Customer until the Company has received in cleared funds payment in full of the price for the Goods and all other Goods or charges for which payment is then due from the Customer to the Company.
- 3.3 Until the title in the Goods passes to the Customer:
  - 3.3.1 the Customer shall hold the Goods as the Company's fiduciary agent and bailee, and shall keep the Goods separate from those of the Customer and third parties and properly stored, protected and insured and identified as the property of the Company;
  - 3.3.2 the Company shall be entitled at any time to require the Customer (or any third party where the Goods are stored) to return the Goods and repossess the Goods;
  - 3.3.3 in the event that the Customer sells the Goods (or any part of them) to a third party, the Customer shall be acting as the Company's bailee and the proceeds of sale shall be received by the Customer on the Company's account and kept separate from any other monies. At any time before payment is received from such a third party the Company shall have the right to call for an assignment of the debt owed by the third party to the Customer; and
  - 3.3.4 the Customer shall not be entitled to pledge, or in any way charge by way of security for any indebtedness, any of the Goods which remain the property of the Company, but if the Customer does so all monies owing by the Customer to the Company shall, without prejudice to any other right or remedy of the Company, forthwith become due and payable.

## 4 Prices, Charges and Payment

- 4.1 Unless otherwise stated all estimates and prices given are exclusive of VAT and the cost of delivery.
- 4.2 The Company reserves the absolute right at any time to change the prices (including delivery charges) quoted to the Customer or set out in the Company's brochures or other documentation (including its price lists):-
  - 4.2.1 to correct errors or omissions;
  - 4.2.2 to reflect any alteration to the Goods requested by the Customer;
  - 4.2.3 to reflect any increase in the costs of completing the Contract (including, but not limited to, increases in transport charges, insurance, variations in tax or duty or alterations of exchange rates); or
  - 4.2.4 for any other unforeseen event beyond the Company's control.
- 4.3 Unless otherwise stated in the Contract, the price for the Goods (including any delivery charges) shall be payable by the Customer within 30 days after the last day of the calendar month in which the Company's invoice was issued ("the Due Date"). **Time for payment shall be of the essence.** All sums due to the Company from the Customer under the Contract shall be paid without any set-off or counterclaim.

- 4.4 If payment remains outstanding after the Due Date the Company may withhold further deliveries of the Goods or under any other contract between the Company and the Customer, and/or:
  - 4.4.1 charge the Customer interest on outstanding sums at the rate of 5% per annum above the base lending rate from time to time of Barclays Bank Plc from the Due Date until payment in full is received in cleared funds; and/or
  - 4.4.2 terminate the Contract in whole or in part and seek to recover damages for breach of contract.
- 4.5 Should the Customer become insolvent, be unable to pay its debts, commit any act of bankruptcy, go into liquidation, have a receiver appointed or make any voluntary arrangement with its creditors or suffer any similar action to be taken then:-
  - 4.5.1 if the Goods have been delivered but not paid for the price for the Goods shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary;
  - 4.5.2 the Customer's right to keep the Goods shall cease; and
  - 4.5.3 the Company shall have the right to determine any contract or suspend any further deliveries under any contract with the Customer without liability to the Customer as well as retaining the right to recover any money due for damages resulting from breach of contract.

## 5 Cancellations and Exchanges

- 5.1 The Customer may not cancel an order for the Goods unless the Company, in its absolute discretion, consents to such cancellation in writing.
- 5.2 The Company may in its absolute discretion agree to allow the Customer to exchange or refund Goods which were incorrectly selected by the Customer provided that the Company is entitled to charge a handling fee of 10% of the price for the relevant Goods being exchanged or refunded plus any collection charges.

## 6 Warranties and Guarantee

- 6.1 Save as expressly provided in the Conditions all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 6.2 Subject to clauses 6.3 and 7, all the Goods manufactured by the Company are guaranteed for a period of 12 months from the date of delivery against defective workmanship and materials. In the event of any such defect, the Customer must notify the Company in writing of the defect and provide the Company with proof of the date of purchase. At the Company's discretion, it will then replace the Goods or repair the defective Goods free of charge or refund to the Customer the price for the defective Goods.
- 6.3 The Company's guarantee **does not** cover Goods which are defective for any other reason including but not limited to defects arising from:-
  - 6.3.1 any specification supplied by the Customer;
  - 6.3.2 fair wear and tear, accidental or wilful damage, negligence or misuse;
  - 6.3.3 abnormal storage conditions; or
  - 6.3.4 alteration to or repair of the Goods without the Company's approval.
- 6.4 With regard to Goods supplied by the Company but manufactured by a third party, without prejudice to clause 7.5, the Company will not be liable to you beyond the third party manufacturer's guarantee for any repair, replacement, loss, injury or damage due, or alleged to be due, to any defect in the Goods.
- 6.5 The Customer acknowledges that it does not rely on, and waives any claim for breach of, any representation which is not confirmed in writing and expressly incorporated into the Contract and that advice given by the Company on the application or use of the Goods is followed by the Customer at its own risk.

## 7 Company's Liabilities

### THIS CLAUSE CONTAINS LIMITATIONS ON THE LIABILITY OF THE COMPANY

- 7.1 The Company reserves the right at any time to modify, amend or add to any of its brochures or information contained in its brochures or other documentation (including price lists, drawings, illustrations and measurements).
- 7.2 Whilst every effort is made to ensure the accuracy of the description of Goods or other information provided by the Company in its sales literature or any other documents, no warranty is given and no liability will be accepted by the Company for losses resulting from any misdescription, omission, typographical error or any other error of whatever nature in its sales literature or other documentation and the Company may correct such errors without any liability on its part.
- 7.3 The Company shall not be liable to the Customer for any indirect, special, incidental, economic or consequential loss (including without limitation loss of profits, loss of revenue, loss of goodwill and loss of contracts) whether caused by the negligence of the Company or otherwise which arises out of or in connection with the supply of the Goods.
- 7.4 In the event that any exclusion contained in the Contract shall be held to be invalid for any reason and the Company becomes liable for loss or damage that may not lawfully be limited, the Company's liability shall be limited to the replacement or repair of the relevant Goods, or to a refund of the price for the Goods (or a proportionate part of the price) at the Company's sole discretion. Save as provided in clause 7.5, in no circumstances shall the Company's liability to the Customer exceed the amount paid by the Customer in respect of the relevant Goods.
- 7.5 Nothing in this Contract shall limit or exclude the Company's liability in respect of death or personal injury caused by the negligence of the Company.

## 8 Intellectual Property Rights

- 8.1 Nothing in the Conditions shall be construed as assigning to the Customer or granting the Customer any interest in any intellectual property rights in the Goods and the Customer shall not at any time in any way question or dispute the ownership by the Company or any other party of the intellectual property rights in the Goods.