

## **Tyre-Line O E Ltd : Terms and Conditions**

### **1. These Terms**

These terms and conditions set out the terms of each contract (the “**Contract**”) between you and us (the Tyre-Line Original Equipment Limited, company number 01720035 (“**Tyre-Line**”, “**us**”, “**we**”)) for the provision of goods (the “**Goods**”) to you.

In some areas, you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if you are an individual and you are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, or profession).

### **2. Our Contract with You**

The placing of an order by you constitutes your offer to purchase the Goods on these terms and conditions. We have complete discretion over whether to accept such an offer and reserve the right to decline to process an order for any reason whatsoever.

The Contract between you and us will be entered into either when we send you an acknowledgment of your order or when we commence work on your order (whichever happens first). If an order cannot be fulfilled for any reason, we will promptly refund all monies paid by you.

### **3. Our Products**

The images of the Goods on our website are for illustrative purposes only. The Goods and/or their packaging may vary slightly from the images on our website.

If we are making the Goods, adapting them or ordering them specifically for you, you must ensure that you provide us with all relevant information and measurements we request and that such information is correct.

We do not offer any warranties or guarantees to you regarding the quality or fitness for purpose of the Goods, save that:

- (a) if you are a consumer, you are entitled to receive Goods that are as we described, fit for purpose, of satisfactory quality and correspond to any samples you have been given; and
- (b) if you are a business, we warrant that, for 3 months from the date of delivery (the “**Warranty Period**”), the Goods conform to any specification or description given, are free from any material defects in design, material and workmanship and are fit for the purpose for the purpose held out by us.

If, as a business customer, you give us notice in writing during the warranty period referred to in 3(b) above that some or all of the Goods do not comply with this warranty, then, provided you give us a reasonable opportunity to examine the Goods and you return the Goods to us at your own cost, we will (at our option) either repair or replace the defective Goods or refund the price of the defective Goods in full.

We will try to extend to you the benefit of any warranty or guarantee we receive from the manufacturer of the Goods (provided that you reimburse us for any costs that we incur in extending such warranty or guarantee to you).

### **4. Delivery**

We aim to deliver the Goods within 30 days of you placing your order with us. If for any reason we are unable to do so, we will notify you as soon as we reasonably can. Please be aware that where you request bespoke items or Goods that we do not currently hold in stock, delivery times may be longer than advertised. If you are a business customer, any delivery dates we provide are estimates only.

Your Goods will be delivered to the delivery address you provided when placing your order. You should notify us promptly if the Goods are not delivered by our estimated delivery date or if they are delivered and are damaged, defective or not what you have ordered.

If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the Contract and receive a refund for any Goods you have paid for but not received.

### **5. Suspension of Supply**

We may suspend the supply or delivery of the Goods to you to:

- (a) make changes to the Goods to comply with any changes in legislation or regulatory requirements;

- (b) deal with technical problems or make minor technical changes;
- (c) make changes to the Goods as requested by you or notified by us to you;
- (d) if you do not pay us for the Goods (or any other goods or services we have supplied to you) when you are required to; or
- (e) if the Goods (or any of them) have been recalled in accordance with clause 8 below.

We will let you know as soon as we reasonably can if we need to suspend the supply or delivery of the Goods to you.

## **6. Title and Risk**

Risk of damage to or loss of the Goods shall pass to you when we deliver the Goods to the delivery address provided. The legal ownership of the Goods will not pass to you until we have received payment in full of the price of (a) the Goods and (b) all other goods and/or services agreed to be supplied by us to you which have not been paid for.

If you are a business customer until such time as the title in the Goods passes to you, you will:

- (a) keep the Goods separate from your other goods and third parties and readily identifiable, properly stored, protected and insured and identified as our property;
- (b) keep the Goods insured for their full value against all risks a prudent business would insure them against;
- (c) (unless with inform you otherwise) be entitled to resell or use the Goods in the ordinary course of business, provided you account to us for the proceeds of sale or otherwise of the Goods (including insurance proceeds) and will keep all such proceeds separate from any other property or monies you may have;
- (d) deliver up the Goods to us (upon us requesting them in writing) and, if you fail to do so, will allow our employees, agents or other representatives to enter upon any of your premises (or those any third party) where the Goods are stored and repossess the Goods; and
- (e) not pledge or in any way charge by way of security for any indebtedness any of the Goods which remain our property.

## **7. Price and Payment**

The price of the Goods will be confirmed at the time of placing your order. All prices are exclusive of VAT (unless expressly stated otherwise) and only include the standard delivery charges (additional delivery charges may be payable on larger orders or orders for delivery outside of the UK).

Payment for your Goods must be made as follows:

- (a) if you are a consumer or a business without a credit account with us, at the time of placing your order; and
- (b) if you are a business who has a credit account with us, we will invoice you for the Goods following their dispatch to you and payment must be made within 30 days of the date of the invoice (unless we have agreed on alternative credit terms with you in writing).

If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **8. Product Recall**

If you become aware of or are the subject of a request, court order or another directive to stop using/selling any of the Goods that we have supplied to you (a "**Recall Notice**") you must immediately notify us in writing and attach a copy of the Recall Notice.

Unless required by law, you may only undertake a recall or withdrawal of the Goods from the market with our written permission and in accordance with these terms.

We may issue a notice to recall or withdraw the Goods from the market (a "**Voluntary Recall Notice**") if:

- (a) the supply or use of the Goods infringes, or may infringe, a third party's intellectual property rights;
- (b) the Goods are, or may be, unsafe;
- (c) the Goods are, may be, or may become illegal or non-compliant with any law, regulation or government agency or industry standard;
- (d) a defect in the Goods may cause harm to you, third parties, your property or your business' reputation (if a business customer); or
- (e) we are required or advised to do so by our supplier, VOSA or another governmental or regulatory body.

You must:

- (a) comply with any Recall Notice or Voluntary Recall Notice, and
- (b) give us such assistance as we may reasonably require to recall or withdraw the Goods from the market, and comply with our reasonable instructions in the process of implement that recall or withdrawal.

By entering into a Contract with us, you (if you are a business customer) agree to operate full traceability in respect of all of our Goods that you use within your business or resell on to others.

#### **9. Cancellation by You**

If you are a consumer you have the following rights:

- (a) **If you change your mind** – you can cancel and receive a refund as long as you tell us that you want to cancel your order within 30 days of receiving the Goods and you return the Goods to us in their original condition. Your refund may be subject to deductions and you will be responsible for the cost of returning the Goods to us.
- (b) **If the Goods are faulty, damaged or defective (and you inform us within 30 days)** – you can cancel and receive a refund as long as you tell us about the problem within 30 days of receiving the Goods and you return the Goods to us. We will cover the cost of any postage/collection of the Goods.
- (c) **If the Goods are faulty, damaged or defective (and you inform us within 6 months)** – we will repair or replace the Goods in question at no further cost to you, provided that you tell us about the problem within 6 months of receiving the Goods and you provide full co-operation with us in repairing and/or replacing the Goods.
- (d) **If the correct Goods are not delivered** – If the Goods are not delivered in accordance with these terms or if you are sent Goods that do not conform with what was described when you ordered, you will be entitled to cancel and receive a refund as long as you notify us promptly of the issue and return any Goods you have received to us in their original condition. We will cover the cost of the postage/collection of the Goods.

If you are a business, the above rights are not applicable to your Contract. However, if you discover that the Goods do not comply with the warranty given in clause 3, you should:

- (a) notify us of the issue in writing during the Warranty Period;
- (b) return the Goods to us (at our cost); and
- (c) give us a reasonable opportunity to inspect the Goods in question.

We will, at our option, repair or replace the defective Goods or refund the price of the defective Goods in full.

We will not be liable for the Goods failure to comply with any of the warranties set out in these terms and conditions where:

- (a) you (or any third party) use the Goods after notifying us of a problem;
- (b) the defect arises because you failed to follow our instructions as to the storage, commissioning, installation, use or maintenance of the Goods ;
- (c) you (or any third party acting on your behalf) alters or repairs such Goods without our prior written consent;
- (d) the defect arises because of fair wear and tear, wilful damage, negligence or abnormal storage or working conditions;
- (e) you attach the Goods to a vehicle which they are not designed for; or
- (f) you have otherwise use the Goods other than as they are designed and intended to be used.

#### **10. Cancellation by Us**

We may end our Contract with you for the sale and purchase of any Goods at any time by writing to you if:

- (a) you do not make any payment to us when it is due or any payment to us from you is returned, refunded or rejected by your bank;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide you with the Goods, for example, the correct delivery address or the details of your vehicle;
- (c) you are unable to pay your debts as they fall due or enter into (or are likely to enter into) any insolvency process or other composition with some or all of your creditors;
- (d) you otherwise commit a material breach of these terms and conditions or any other contract you have with us.

If we end the Contract for any of these reasons we will refund any money you have paid in advance for the Goods we have not provided but we may deduct or charge reasonable compensation for the net costs we incur because you breached our Contract.

#### **11. Our Liability to You**

We do not exclude or limit our liability to you in respect of:

- (a) death or personal injury caused by our negligence or the negligence of our employees;
- (b) fraud or fraudulent misrepresentation;
- (c) if you are a consumer, any losses that are reasonably foreseeable results of us breaching these terms and conditions (if you are a consumer);
- (d) any breach of your legal rights to receive goods which are as described, of satisfactory quality and fit for their intended purpose (if you are a consumer); and
- (e) any other matter in respect of which it would be unlawful for us to exclude or restrict liability (if you are a business).

We will not be liable for any loss:

- (a) caused by circumstances beyond our reasonable control;
- (b) caused by you using the Goods for a purpose other than what they were intended for;
- (c) which is not a foreseeable result of us breaching these terms and conditions (if you are a consumer);
- (d) incurred by you or any third party in the course of business (if you are a consumer);
- (e) any breach of the terms implied under sections 13 – 15 Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (if you are a business); or
- (f) which is indirect or consequential, including loss of profits, loss of business, loss of Contract, loss of reputation or loss of goodwill (if you are a business).

Subject to the above, our total liability to our business customers in respect of all other losses arising under or in connection with these terms and conditions shall not exceed the price paid for the Goods.

#### **12. General**

This Contract is between you and us. No other person shall have any rights to enforce any of its terms.

You may not transfer any rights or obligations you have under a Contract with us to anyone else. We will be entitled to transfer our rights or obligations under any Contract with you, provided that (if you are a consumer) us doing so does not materially prejudice your rights as a consumer.

All personal information that you provide to us from time to time will be collected, managed and processed in accordance with our Privacy Policy. For further details please visit: [www.tyreline.com/privacy](http://www.tyreline.com/privacy)

These terms are governed by English law and you can only bring legal proceedings in respect of the products in the English courts. If you are a consumer, these terms and conditions do not affect your statutory rights.

#### **13. Our Details**

**Company:** Tyre-Line Original Equipment Limited (Company Number 01720035)

**Address:** Cedar House, Sopwith Way, Daventry, Northamptonshire, NN11 8PB

**Email:** [sales@tyreline.com](mailto:sales@tyreline.com)