



TRUCK TYRE SPECIALISTS LTD

**WARNE ROAD, WINTERSTOKE COMMERCIAL CENTRE, WESTON-SUPER-MARE.BS23
3UU**

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CONDITIONS OF SALE MAY 1992

1. DEFINITIONS

For the purpose of these Conditions the following definitions shall apply:

- a) "The Company" means T.T.S Truck Tyre Specialists Ltd.
- b) "The Company's Products" include all goods manufactured repaired processed or supplied by the company.
- c) "Process" or "Processing" includes the repair of customers own goods.
- d) The application of any of the processes undertaken by the Company to customers own goods shall be deemed a "sale".
- e) The word "person" includes all individuals, firms, companies or corporations whatsoever.
- f) The word "distributor" means a person who in the opinion of the Company has qualified for inclusion in the Company' Register of distributors.
- g) The word "current" means from time to time in force.
- h) The word "premium casing" means all makes and sizes of first life casings listed under "Premium" on the Company's current casing charge list.

2. NOTICE OF CONDITIONS

- a) Every Purchaser of or distributor of the Company's products shall be deemed to have notice of these conditions and to be under obligation.
 - (i) to comply therewith and
 - (ii) to bring them fully to the notice of all persons whom they may deal.
- b) No person shall use or sell any of the Company's Products except in accordance with these Conditions. Any sale not made in accordance with these Conditions shall be deemed to be an unauthorised sale and shall constitute an infringement of these conditions by the seller, the purchaser, and the user of such goods.

3. PROCESSING

The company accept goods from customers for processing and return on the following terms:-

- a) All charges for such processing unless otherwise specified include the cost of delivery to the customers own premises in mainland Great Britain by the cheapest route.
- b) All goods while in the Company's possession or in transit are at the customers own risk.
- c) Any goods found to be unsuitable for processing will be returned in the condition in which they were received.
- d) Where an agreement has specifically been made with a customer to dispose of any goods found to be unsuitable for processing, this will be carried out at the Retread Manufacturers

Associations recommended "Tyre Disposal Charges" prevailing at the time or any other agreed charge.

- e) The Company reserves the right not to process any goods which in its opinion are unsuitable.
- f) If goods which have passed the original inspection should subsequently fail in process all property right and title to and in such goods shall thereupon rest in the Company absolutely to the exclusion of the former owner and no replacement shall be required or compensation claimed either by the customer or former owner for the value of the goods or by the Company for the value of the work done.

4. Adjustment for Failure in Service

- (i) Where the customers own premium casing is processed and returned to the process charge plus the value of the casing.
- (ii) Where the customers own casing other than a premium is processed and returned, the process only, the value of the casing being ignored.
- (iii) Where a stock tyre is supplied, process charge plus casing charge and in no case shall the adjustment exceed the original charge.
In instances where there is no evidence of a manufacturing or casing failure and it is not possible to determine the course of failure, the Company may at its own discretion grant a commercial concession. The granting of a concession is in no way an admission of liability.
- (iv) We reserve the right to settle any warranty claims in product and charge via invoice any shortfall.
- (v) In the event of any vehicle damage claims we will only consider these from our customers (to whom the tyre was invoiced) and we reserve the right to repay such agreed claims in product. Third party (end user) will not be considered.

5. Repairs

Where the Company has repaired a tyre no adjustment claim will be entertained unless the repair fails within the tread life as existing at the time of making the repair or within a period of three years calculated from the date of making the repair whichever period shall be the less.

6. Time Limit

No adjustment claim will be entertained after the expiration of three years from the date of the invoice.

7. SAFETY PRECAUTIONS

Purchasers of or distributors of the Company's products shall be under an obligation to ensure the correct choice, inflation and fitting of the Company's products, for advising Customers and users upon all aspects of correct tyre maintenance and for advising customers and users that the Company accepts no liability for claims arising in consequence of inadequate maintenance or mis-use of the Company's products.

8. CLAIMS

In respect of goods delivered in the Company's own vehicle no claim for goods lost in transit will be entertained within fourteen days of receipt of invoice.

9. DELAY IN DELIVERY

So long as any circumstances whatsoever beyond the control of the Company may prevent, hinder or delay delivery, the Company shall not be bound to make delivery of any products which it may have contracted to manufacture, sell or supply and the Company shall not be liable in any manner whatsoever for failure or delay in delivery when so prevented, hindered or delayed and the Company may cancel any order which it is unable to execute within two months after the due date owing to causes falling within this clause. Provided always that if

any such failure or delay by the Company in making delivery shall prevent a purchaser from the Company from completing a contract to take delivery of a specified quantity of goods within a specified time, such specified shall to the extent of such failure be excused.

10. RETURN OF GOODS FOR CREDIT

The Company will not save by special agreement, accept the return of goods for credit.

11. ACCOUNTS

If a credit account is desired, bank and trade references should be sent to the Company allowing two weeks for necessary enquiries. The Company shall have the right to refuse to open a credit account in its absolute discretion and without giving reason therefore. The invoice date will be the delivery date and also the tax point date.

Statement of accounts will be furnished monthly. Purchasers of the Company's products undertake and agree that payment for all goods supplied to them by the Company shall be in the Company's hands on or before the last day of the next month or in accordance with such other settlement terms as have been negotiated with a customer from time to time. In case of non-receipt by the Company by the last day of the month following date of invoice the sum payable (together with the sum payable for any further goods supplied up to the date when proceedings are commenced) shall become due and payable forthwith together with interest on a day to day basis from due date for payment at the Bank of England Minimum Lending Rate plus 2% prevailing on the due date or dates for payments. The Company retains the right to regain possession of its products in the event of non-payment.

12. CANCELLATION OF CONTRACTS

The company reserves the right in its discretion and without assigning any reason and notwithstanding any contract subsisting between a Purchaser and a third party to terminate without notice any agreement with a purchaser to supply goods to any person, to refuse or limit the amount of credit to be given to any person and withhold supplies from any person.

13. PASSING OF PROPERTY

The company retains title of the goods until they have been paid for in full. In the event of insolvency payment becomes immediately due irrespective of payment terms.

Title to the Company's Products passes when payment is made for those products.

Responsibility for insurance of the paid products is passed to the customer on delivery.

14. GUARANTEES AND WARRANTIES

- a) Subject to the provisions of the supply of Goods (Implied Terms) Act, 1973 and the Unfair Contract Terms Act, 1977, all conditions warranties and representations expressed or implied by statute or otherwise in relation to the Company's products are excluded except and so far as any condition warranty or representation shall be expressly acknowledged in writing by the Company.
- b) It is an express condition to which the Company's Products are sold that the Company shall be under no liability whether arising in Contract or in tort for any death, injury or loss or damage to any person be reason of or arising out of the use of the Company's Products save in so far as such death or injury results from the negligence of the Company as defined to the Unfair Terms Act, 1977.
- c) It is an express condition subject to which the Company's Products are sold that the Company shall be under no liability whether arising in Contract or in tort for any injury, loss or damage to any property by reason of or arising out of the use of the Company's Products.

15. PRICES

The Company reserves the right to any time alter any of its prices and to the terms which it allows to any class or purchaser without any notice whatsoever and in respect of goods delivered after such change of price or change of terms the price charged and the terms allowed shall be those current at the date of dispatch of the goods by the Company.

16. BRANDING AND MARKING

No distributor shall without authority in writing of the Company sell, offer for sale, advertise or supply any of the Company Products which have been defaced, branded, re-cut or tampered with whatsoever or sell, offer for sale, advertise or supply any goods which by virtue of having been defaced, branded, re-cut or tampered with have been made to resemble any of the Company's Products or in respect of which the Company's name or marks on the goods have been so used as to be likely in the opinion of the Company to lead a purchaser or user to assume that the goods purchased or used are products of the Company.

In no case will the Company entertain any claim in respect of its products which have been so defaced, branded, re-cut or tampered with as aforesaid.

17. EXPORT

Purchasers of the Company's products undertake and agree that they will not unless authorized by the Company, export or sell or advertise for sale for export purposes (other than for use and sale in any countries for the time being forming part of the European Economic Community) and of the Company's products unless fitted to or as component parts of a motor vehicle.

18. SPECIAL ALLOWANCES

No person shall offer or make to any purchaser of the Company's Products any inducement in cash or in kind.

19. GUARANTEED MILEAGES

No person shall in connection with any sale offer for sale to supply of the Company's Products advertise or offer or suggest a willingness to give a guaranteed mileage in respect there of nor any guarantee or warranty as to the performance of such products.

20. "STERLING" AND "REMOULD AND HOLD" BANK WORKINGS

1. Sterling casing banks in credit have no cash equivalent value and are only to be used for the purchase of TTS product.

1a. Sterling casing banks with a negative (deficit) value may be recovered by "the company (TTS)" at any point after a 6 month inactive period.

1b. Remould and Hold banks have no cash equivalent value.

1c. Any remould and hold processed product may be invoiced in full and delivered at full process charge with no discount after an inactive period of 12 weeks.

21. ESSENCE OF CONTRACT

Each and every condition set out (including every stipulation as to time) is hereby declared to be the essence of every contract made with the Company and any breach of any of these conditions shall entitle the Company forthwith and notwithstanding any contract to cancel all current contracts with the offender, to refuse to supply to the offender any further goods and to refuse to do or continue for the offender any repairs and to direct all Traders or Agents for the Company notwithstanding any contract likewise to refuse the supply of goods or to do or continue repairs and forthwith to sue for the recovery with interest there on at the Bank of England minimum lending rate plus 2% prevailing at the time and without any deduction whatsoever the full price of all goods supplied to the offender up to (if any) after the date of the discovery of the breach, notwithstanding that the due date for such payment for goods may not have arrived and to refuse to credit or pay to the offender any allowance whatsoever whether accrued to which he would otherwise have been entitled and to sue the offender for damages for breach of contract as herein before mentioned.

22. ARBITRATION

If at any time any question dispute of difference whatsoever shall arise between a purchaser and the Company upon in relation to or in connection with any contract for the supply of the Company's Products, either party may give to the other Notice in writing of the existence of such question, dispute or difference whereupon the same shall be referred to Arbitration by a person to be mutually agreed upon or failing agreement, within Thirty days of the receipt of such Notice of some person appointed by the Chairman for the time being of the Bristol Chamber of Commerce and Industry and any submission shall be deemed to be a submission to a sole Arbitration pursuant to the Arbitration Act 1950 or any statutory modification or re-enactment thereof.

