



TEX AUTOMOTIVE

CONDITIONS OF SALE

**CUSTOMER PLEASE RETAIN
FOR YOUR INFORMATION**

CONDITIONS OF SALE

1. **GENERAL** These conditions of sale are the only terms on which Tex Automotive Ltd ["The Company"] shall sell its Goods ["The Goods"]. A Contract ["the Contract"] shall be made when a Buyer ["The Buyer"] places an order with the Company. By placing an order the Buyer agrees the Company's Terms and Conditions are the only ones, which shall apply to the Contract. No person acting or purporting to act on the Company's behalf has any authority to vary the terms of the Contract with the Buyer or waive any of the Company's rights under such Contract orally, and no such variation or waiver shall have any effect unless it is in writing and signed on the Company's behalf. The Laws of England shall govern all Contracts for the sale of Goods by the Company.

2. **AVAILABILITY AND DELIVERY** Acceptance of the Buyer's order is subject to supplies being available and unsold, and the Company shall have the right to cancel or delay delivery or to reduce the amount delivered if the Company is prevented from or hindered or delayed in delivering by the normal route or means of delivery,

Goods of the description comprising the order through any circumstances beyond the Company's control, including but not limited to strikes, lock-outs, accident, war, fire or shortage or unavailability of the Goods or parts thereof from the Company's normal sources or routes of supply.

2 **CANCELLATION** once accepted by the Company an order cannot be cancelled, deferred or altered by the Buyer except with the Company's agreement in writing.

4. **RISK AND TITLE** The risk of loss or deterioration of or damage to the Goods shall be borne by the Buyer from the point of delivery to the Buyer or the Buyer's Agents.

In the absence of written advice from the Buyer to the carrier concerned and to the Company in accordance with condition 5 below, the Goods shall be deemed to have been delivered and accepted by the Buyer complete and in a satisfactory condition. In addition, in the event that any of the Goods are re-sold before such payment in full has been made, we shall be beneficially entitled to the proceeds thereof or to the Buyer's claim for such proceeds. Legal ownership of the Goods shall pass to the Buyer only upon payment in full of the price of the Goods and any other sums due under the Contract and any other sum due to the Company from the Buyer. After the due date for payment of the above sums has expired or until payment is made in full, the Company may re-possess and re-sell the goods. The Buyer shall hold the Goods as our bailer until payment in full under these conditions has been made. Notwithstanding anything to the contrary in these conditions, where a Buyer takes the Goods on trial or approval, such Goods remain the property of the Company absolutely, and the Buyer shall deliver up such Goods on demand.

4 **LOSS, DAMAGE, NON-DELIVERY AND SHORTAGES** The Company cannot accept any responsibility for loss, non-delivery or deterioration of or damage to all or any Goods comprising an order in transit to the point of delivery unless the following conditions have been strictly observed by the Buyer.

[A] Where loss or non-delivery of the whole consignment of Goods is alleged, the Buyer must have advised the Company in writing within seven days of the date of dispatch of the Goods.

[B] In any other case the Buyer must have advised the carrier and the Company in writing [and a mere qualified signature on the carrier's note will not be deemed to constitute advice to the carrier in writing for this purpose] giving full details of the circumstances alleged within seven days of the actual date of delivery of the consignment or part consignment of the Goods concerned. Where the Buyer, the Buyer's Agent, or any other person purporting to act on behalf of the Buyer, shall have signed a note stating that the Goods have been received in good condition, the Buyer forfeits the right to any further claim against the Company.

[C] Shortages must be advised within 3 days of the date of delivery.

6. **FAILURE TO ACCEPT DELIVERY** In the event that the Buyer is unable or unwilling to accept delivery of any of the Goods on or at any time following the latest agreed delivery date,

the Company shall be entitled to arrange for or provide storage and insurance of the Goods concerned as it thinks appropriate at the Buyer's expense. Where the Company itself provides such storage, it shall be entitled to charge the Buyer at its standard rates of storage for the time being in force. The appropriation or dispatch of any of the Goods for storage in accordance with this condition shall be deemed to constitute their delivery to the Buyer for the purposes of payment and otherwise.

8 **PRICES AND PAYMENT** The price of the Goods will be subject to adjustment to that ruling on the date of dispatch from the Company's works, and is exclusive of Value Added Tax or any other tax or levy on the supply of the Goods, which will be charged extra. Unless otherwise agreed any sums due to the Company in respect of the Goods will be payable net cash in full 30 days from the date of invoice. In default of payment of any such sums within that period, the Company will be entitled to charge interest on the amount outstanding at the rate of 3% over the base rate for the time being of Barclays Bank PLC, or 8%, whichever is the greater. Where discount is offered for prompt payment this may only be taken if there are no overdue balances outstanding on the account. The Buyer shall not be entitled to delay payment in the event of any dispute relating to quality or performance of the Goods unless the Company has accepted liability.

9 **FAILURE TO PAY** Should the Buyer go into receivership, liquidation or become bankrupt whilst owing unpaid Contract debts to the Company, or should the Buyer fail to pay any invoice by the due date, the Company shall have the right to re-possess Goods supplied by it to the extent of the amount outstanding. For this purpose the Buyer for itself, its receivers, managers, liquidators or trustees in bankruptcy grant to the Company an irrevocable license to enter the Buyer's premises for the purpose of search and re-possession of the Goods. The Buyer hereby assigns to the Company the benefit of any insurance claim which the Buyer may make in respect of any Goods supplied by the Company which have not been paid for in full.

10 **LIABILITY** In the event of any of the Goods proving to our satisfaction to be defective as a result of faulty design, materials or workmanship, the Buyer has reported the alleged defect to the Company in writing within 3 months of date of delivery, and has where applicable given the Company a reasonable opportunity to investigate the alleged defect before the remainder of the consignment of the Goods concerned is used or returned, the Company will at its option either replace the defective Goods or reimburse the price paid by the Buyer for the Goods. Where damage is limited to packaging this must be reported to the Company within 10 days of delivery. Except as aforesaid, all conditions, warranties and representations whether expressed or implied, statutory or otherwise in relation to the Goods are hereby excluded and, in addition the Company shall not be liable for any loss or damage [including costs] however caused, whether directly or consequentially incurred or suffered by the Buyer in relation to the supply of the Goods [Including, but without prejudice to the generality of the foregoing, damages for personal injuries].

11 **RETURNS** No Goods may be returned to the Company without the Buyer having completed a 'Returns Authorisation Note' and receiving the Company's written authority for such return. The Company reserves the right not to accept delivery of any Goods unless this condition has been complied with. Furthermore, undamaged Goods returned as a result of ordering error will be subject to a minimum re-stocking charge of 25% of the value of such Goods. The cost of all freight and other charges will be borne by the Buyer.

12 **MINIMUM ORDER CHARGE** The minimum order value is £25 exclusive of VAT.

13 **CARRIAGE** Unless otherwise agreed in writing, carriage at the rate currently in force will be charged on all deliveries. Where the Buyer requires a delivery to be timed or pre-booked, or the delivery is frustrated for whatever reason, the cost of any additional charges incurred will be borne by the Buyer whether or not carriage would have been chargeable.