

AUTO SUPPLIERS LIMITED

STANDARD TERMS AND CONDITIONS OF SALE

1. Definitions

"the Goods" means the goods or where the context permits the services which You agree to buy from Us.

"the Contract" means any contract for the supply of Goods incorporating these Conditions.

"the Price" means the price for the Goods excluding carriage, packing, insurance and VAT.

"Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by Us.

"We" and "Us" means Auto Suppliers Limited.

"Consumer" means a consumer as defined by the Unfair Contract Terms Act 1977 or the Unfair Terms in Consumer Contracts Regulations 1994.

"You" or "the Buyer" means the person who buys or agrees to buy the Goods from Us.

2 Conditions Applicable

2.1 These Conditions shall apply to all contracts for the sale of Goods by Us to You to the exclusion of all other terms and conditions including any terms or conditions which You may purport to apply under any purchase order confirmation of order or similar document.

2.2 All orders for Goods Shall be deemed to be an offer by You to purchase Goods pursuant to these Conditions.

2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence that You accept these Conditions.

2.4 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by Us.

2.5 Quotations are invitations to treat only and shall lapse 30 days from the date of quotation.

2.6 You shall be responsible for ensuring the accuracy of any order placed with us, including any applicable designs, drawings or specifications relating to it. You will provide Us with any further information concerning the Goods which may be required to fulfil the order within such reasonable time as permits the Contract to be fulfilled.

2.7 We shall not be liable in respect of any misrepresentation made by Us our servants or agents to You your servants or agents as to the condition of the Goods their fitness for any purpose or as to quantity or measurements unless the representation is;

2.7.1 made or confirmed in writing by Us; and / or

2.7.2 fraudulent

2.8 Without prejudice to 2.7 of these Conditions, while We take every precaution in the preparation of our catalogues and other literature these documents are for your general guidance only and statements made therein (in the absence of fraud on our part) shall not constitute representations by Us and We shall not be bound by them. If you require advice in relation to Goods a specific request for advice should be made and any advice made or confirmed in writing in response to such a request shall amount to a representation and We shall be liable accordingly.

3 The Price and Payment

3.1 We base the Price on costs prevailing at the time when they are given or agreed. The Price of goods shall be the Price set out in the Company's agreed price list current at the date of order.

- 3.2 The Price of the Goods is exclusive of any value added tax or any other applicable tax or duty and bank charges which the Buyer shall pay in addition when it is due to pay for the Goods.
- 3.3 Where the goods are not in stock the Price shall be the Price quoted by Us at the time of acceptance of the order provided that We reserve the right to vary the Price at any time before delivery of the Goods.
- 3.4 Where We exercise our right to vary the price under 3.3 or 3.7 of this condition We shall notify such variation to the Buyer either in writing or by telex, telephone or such other method as is appropriate before delivery of the Goods and the Buyer shall before delivery of the Goods notify Us of its acceptance of the variation of the price or cancel the order.
- 3.5 Where We have exercised our right to vary the price We shall be under no obligation to deliver the goods until the Buyer has notified Us of its acceptance of such variation of the price.
- 3.6 Where the goods ordered are a special order which here means goods acquired or manufactured by Us not of a type or design usually sold by Us the right of cancellation hereinbefore referred to not be exercised by the Buyer without paying reasonable compensation to Us for any loss suffered by Us because of the unusual nature of the goods.
- 3.7 Our quotations are based on prices applicable to the quantity specified. In the event of orders being placed for lesser quantities We shall be entitled to adjust the Price of the Goods as ordered to take account of the variation in quality.
- 3.7 Payment of the Price and VAT shall be due within 30 days of the date of the invoice unless other credit terms have been agreed and shall be made in Sterling. In the event that the Contract requires payment to be made to Us before delivery of the Goods this will be communicated to You before We accept your order. You must accept such provision before your order will be processed and payment in cleared funds will then be due before delivery. Time for payment shall be of the essence.
- 3.9 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at the rate permitted by the Late Payment of Commercial Debts (Interest) Act 1998 and shall accrue at such a rate after as well as before any judgement.
- 3.10 If you fail to make any payment on the due date then without prejudice to any of our other rights We may;
- 3.10.1 suspend or cancel deliveries of any Goods due to You and/or
- 3.10.2 appropriate any payment by You to such of the Goods (or Goods supplied under any other Contract with You) as We may in our sole discretion think fit.
- 3.11 You may not withhold payment of any invoice or any other amount due to Us by reason of any right of set off or counter claim which You may have or allege to have for any reason whatever.
- 3.12 We shall be entitled at all times to set off any debt or claim of whatever nature which We may have against You against any sums due by Us to You.

4 Delivery

- 4.1 Delivery shall be effected when the Goods are tendered for delivery by Us or by our supplier to an address specified by You in the contract.
- 4.2 Delivery dates are given in good faith but are approximate only.
- 4.3 Time for delivery shall not be of the essence of the Contract.
- 4.4 We shall not be liable for any loss or damage whatever (whether direct or consequential) due to failure by Us to deliver the Goods (or any of them) promptly or at all whether such failure is caused by our negligence or otherwise howsoever.
- 4.5 We reserve the right to make delivery by instalments and tender a separate invoice in respect of each instalment. Our failure to deliver any one or more instalments or any claim by You in respect of any one or more instalments shall not entitle you to treat the Contract as a whole as being repudiated.
- 4.6 Where We intend to deliver the Goods by full load, but You request delivery by instalments, We reserve the right to levy additional charges in respect of such additional deliveries.

- 4.7 Delivery of the Goods shall be accepted at any reasonable time of day.
- 4.8 If the Buyer fails to take delivery of any of the Goods when they are ready for delivery or to provide any instructions, documents, licences or authorisations required to enable the Goods to be delivered on time (except because of the Company's fault) risk in the Goods will pass to the Buyer (including, without limitation, for loss or damage caused by the Company's negligence); the Goods will be deemed to have been delivered and (without prejudice to its other rights) the Company may:
- 4.8.1 store or arrange for the storage of the Goods until actual delivery or sale and charge the Buyer for all related costs and expenses (including, without limitation, storage and insurance); and/or
- 4.8.2 following written notice to the Buyer, sell any of the Goods at the best price reasonably obtainable in the circumstances and charge the Buyer for any shortfall below the price under the Contract.

5 Inspection

- 5.1 You shall inspect the Goods at the time and place of unloading and ascertain that they are in accordance with the Contract. These Conditions do not require You to break packaging and/or unpack Goods which are intended to be stored before use.
- 5.2 You must give us notice within 5 working days of short delivery, otherwise the Goods will be deemed to have been delivered in the quantity shown in the delivery documents and You will be deemed to have accepted the Goods. Our liability for short delivery is limited to making good the shortage and You shall not be entitled to reject the Goods or claim damages for short delivery, howsoever caused.
- 5.3 Where it is or would have been apparent on a reasonable inspection that the Goods do not conform with the Contract or (where the contract is for sale by sample) that the bulk does not conform with the sample You must give us notice within 5 working days. If You do not give us such notice and You are not a Consumer You will be deemed to have accepted the Goods. You are deemed to have accepted the Goods if You have used them or incorporated them in any way.

6 Title and risk

- 6.1 The Goods shall be at your risk as from delivery.
- 6.2 In spite of delivery having been made, property in the Goods shall not pass from Us until:
- 6.2.1 You have paid the Price plus VAT in full; and
- 6.2.2 No other sums whatever shall be due from You to Us.
- 6.3 Until property in the Goods passes to You in accordance with clause 6.2 You shall hold the Goods and each of them on a fiduciary basis as bailee for Us. You shall store the Goods (at no cost to Us) separately from all other Goods in your possession, without interfering with any identification marks labels batch numbers or serial numbers and marked in such a way that they are clearly identified as our property.
- 6.4 "Notwithstanding that the Goods (or any of them) remain our property, You may sell or use the Goods in the ordinary course of your business at full market value for our account. Any such sale or dealings shall be a sale or use by You on your own behalf and You shall deal as principal when making such" sales or dealing. Until property in the Goods passes from Us the entire proceeds of sale or otherwise of the Goods shall be held in trust for Us and shall not be mixed with other money or paid to any overdrawn bank account and shall be at all material times identified as our money.
- 6.4 We shall be entitled to recover the Price (plus VAT) notwithstanding that property in any of the Goods has not passed from Us.
- 6.6 Until such time as property in the Goods passes from Us to You shall upon request deliver up such of the Goods as have not ceased to be in existence or resold to Us. If you fail to do so, you agree to give us, our servants or agents with such transport as is necessary access to any premises owned occupied or controlled by You where the Goods are situated or believed to be situated to repossess the Goods and You agree to do such things and to allow Us to do such things shall be required to allow us access to

remove the Goods without interruption. On the making of such request your rights under clause 6.4 shall cease.

- 6.7 Where the Company is unable to determine whether any goods are the Goods, the Buyer shall be deemed to have sold all goods of the kind sold by the Company to the Buyer in the order in which they were invoiced to the Buyer.
- 6.8 You shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of Us. Without prejudice to our other rights, if You do so all sums whatever owed by You to Us shall forthwith become due and payable.
- 6.9 You shall insure and keep insured the Goods to the full Price against 'all risks' to the reasonable satisfaction of us until the date that property in the Goods passes from Us, and shall whenever requested by Us produce a copy of the policy of insurance. Without prejudice to our other rights if You fail to do so all sums whatever owing by You to Us shall forthwith become due and payable.

7 Warranties

- 7.1 We warrant that the Goods will be of satisfactory quality at the time of delivery but no warranty is given that the Goods are fit for any particular purpose (whether or not such a purpose has been made known to Us).
- 7.2 Subject to the foregoing all conditions, warranties and representations whether express or implied by statute (other than Section 12 of the Sale of Goods Act 1979 as amended). Common law, usage, trade, custom or otherwise in relation to the Goods are hereby excluded. No negotiations or statements made prior to the conclusion of the Contract shall form a part of the Contract unless they are expressly repeated therein or are made in writing by a duly authorised representative of Us.

8 Indemnity

- 8.1 You shall indemnify Us and keep Us indemnified in respect of all claims arising directly or indirectly from your use or possession of the Goods, including any indirect loss and/or expense (including loss of profit) suffered by You arising out of a breach by You of this Contract.
- 8.2 In the event of any breach of this Contract by Us the remedies available to You shall be limited to damages. Under no circumstances shall the liability of Us exceed the Price of the Goods.
- 8.3 Nothing in this Contract shall restrict or exclude liability for death or personal injury caused by the negligence of Us or affect the rights of You where You are dealing as a Consumer.

9 Non-Payment

- 9.1 If You fail to make payment for the Goods in accordance with the Contract or commit any other breach of the Contract or if any distress or execution shall be levied upon any of your goods or if You offer to make any arrangement with your creditors or commit an act of bankruptcy or if any petition in bankruptcy is presented against You or You are unable to pay your debts as they fall due or if being a limited company any resolution or petition to wind You up (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or if a receiver administrative receiver or manager shall be appointed over the whole or any part of your business or assets or if You shall suffer any analogous proceedings under foreign law all sums outstanding in respect of the Goods shall become payable immediately and any Contract between You and Us shall terminate without notice and no payment accepted by Us without knowledge of the termination shall in any way prejudice or affect the operation of this clause.
- 9.2 If You do any one or more of the following, namely:-
- 9.2.1 commit a breach of any of these Conditions which (if capable of being remedied) You fail to remedy within 30 days of receiving notice from Us requiring remedy;
- 9.2.2 fail to pay any sums due and owing to Us in full within 14 days after such sum has become due (whether demanded or not) then You will be deemed to have repudiated each and every Contract between You and Us then in force, and We may then, or at any time within 3 months after becoming so

aware accept that repudiation and immediately serve notice on You terminating such Contracts and after such notice is served, You and any third party to whom possession of the Goods may have been given shall no longer be in possession of the Goods with the consent of Us. We may serve such notice without prejudice to any other rights We have under such Contracts and notwithstanding any subsequent acceptance of any payment by Us.

9.3 On the termination of the Contract whether under clause 9.1, 9.2 or otherwise, We may:-

9.3.1 require payments in cleared funds in advance of further deliveries

9.3.2 require you to return or redeliver such Goods to Us as are in your possession (including Goods to which You have given possession to any third party) at such place in Great Britain specified by Us in good condition, repair and working order and so that, if You fail to return or redeliver such Goods within a reasonable time of being requested to do so by Us, We may immediately and without notice retake possession of the Goods and for this purpose may freely enter into and upon any premises occupied by You or otherwise under your control.

9.3.3 require You to be solely responsible for ensuring the safekeeping, supervision and custody of the Goods until they are returned to or repossessed by Us.

9.4 Without prejudice to our rights to claim damages, You will become immediately liable to pay to Us an amount comprising the aggregate of:-

9.4.1 all sums due and unpaid under the terms of any Contract together with interest on such sums in accordance with clause 3.9

9.4.2 any costs and expenses incurred by Us in locating, repossessing and recovering the Goods and collecting any payments due under any Contract;-

9.4.3 all and any sums due under any Contract.

10 Contracts (Rights of Third Parties) Act 1999

10.1 A person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

11 Force Majeure

11.1 We shall not be liable to You or be in breach of these Conditions or the Contract by reason of any delay in performing, or failure to perform any of our obligations if the delay or failure was beyond our reasonable control (including, without limitation any strike, lockout or other industrial action, act of God, war or threat of war, accidental or malicious damage, prohibition or restriction by governments or other legal authority).

11.2 Where We claim that We are unable to perform our obligations under these Conditions or the Contract (either on time or at all) as a result of the circumstances set out in clause 11.1 We will immediately notify You of the nature and extent of the circumstances in question.

12 Amendment and waiver

12.1 No variation of these Conditions or the Contract shall be effective unless it is made in writing and is signed by the parties.

12.2 No omission or delay upon the part of any party in exercising any right, power or privilege under the Conditions shall operate as a waiver by that party of any right to exercise it in the future.

12.2 We may assign, license or sub-contract all or any part of its rights or obligations under this Contract without the Buyer's consent.

12.3 This Contract is personal to the Buyer who may not assign, license or sub-contract all or any of its rights or obligations under this Contract without the Company's prior written consent.

13 Notices

- 13.1 Any notices to be served under the Contract shall be in writing and may be delivered or sent by pre-paid first class letter post or facsimile transmission to the party to be served at the address set out in the Contract or at such other address or number as that party may from time to time notify in writing to the other party. Any notice or document shall be deemed to be served if delivered, at the time of delivery; and if posted, 48 hours after posting; and if sent by facsimile transmission, at the time of transmission if between the hours of 9.00 pm and 4.30 pm on Monday to Friday (other than on statutory holidays). In proving service by post it shall only be necessary to prove that the notice or document was contained in an envelope properly addressed; and by facsimile transmission the notice or document was duly received by production of a copy facsimile bearing the addressee's answer back code or automatic record of correct transmission.

14 Entire Agreement

- 14.1 This Contract forms the entire agreement between the parties and neither has relied on any representations or warranty except as expressly set out in these Conditions or agreed in writing between the parties.
- 14.2 These Conditions supersede any prior agreements, understandings and arrangements between, or any oral or written representations made by, parties to it relating to its subject matter.

15 Law and Jurisdiction

- 15.1 These Conditions and the Contract shall be governed by and construed in all respects in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the English Courts.
- 15.2 If any dispute shall arise between the parties as to the meaning of any Contract or any matter arising therefrom then it shall be referred to the determination of an arbitrator to be appointed by the parties or (in default of agreement within 21 days of the service upon one party of a written request to concur in such appointment) by the President for the time being of the Chartered Institute of Arbitrators.