

Terms and Conditions of Sale

1. Definitions
"The Seller" ASPECT COMMERCIAL WHEELS LIMITED
"The Buyer" The party named in the quotation, order acknowledgement, delivery note or invoice.
2. These conditions were first issued on 7th February 2005 and supersede any previous issues.
3. Quotations are made with the condition that the goods remain unsold and are valid for 30 days from the date thereof.
4. Prices are, at all times, subject to fluctuation and, irrespective of any quoted prices in any literature of the seller, goods will be invoiced at prices applicable for the goods ordered at the time of despatch.
5. Goods are sold and supplied on the condition that they may only be sold, offered or used upon the terms of the business arrangements and conditions of the licence imposed by the manufacturers, copies of which are obtainable on request.
6. Account payment terms are strictly Nett Monthly unless otherwise agreed in writing. Payments by cheque will only be deemed payment upon clearance of the cheque by the buyers' bank.
7. It will remain the responsibility of the driver of any vehicle to which wheels are fitted to check wheel nuts to the vehicle's torque specification.
8. Risk in the goods passes to the buyer on delivery.
9. Any claims in respect of damaged goods or shortage on delivery must be made in writing to reach the seller within 3 days of delivery.
10. Until full payment has been received by the seller for all goods whatsoever supplied at any time by the seller to the buyer:
 - (a) Property in the goods shall remain with the seller and the seller shall be entitled to redelivery of the goods notwithstanding that the goods have been mixed with, incorporated into, converted into or fixed to other products ("new products"). Property in the new products shall pass in full to the seller.
 - (b) The buyer shall keep the goods and new products for the seller as fiduciary agent for the seller and shall store them or cause them to be stored in such way as they can be recognised as such.
 - (c)
 - (i) The buyer shall be entitled to sell the goods in the ordinary course of business (but not so as to constitute the buyer as the seller's agent) subject to the condition that the buyer shall pay the seller on demand the proceeds of such sales and will assign to the seller upon such terms as the seller shall reasonably require any claims which the buyer may have against third parties.
 - (ii) Such right of sale shall automatically cease if a Receiver is appointed over the whole or any part of the assets of the Buyer or a Winding Up Order of a Bankruptcy Order is made against the buyer or the buyer goes into Voluntary Liquidation (otherwise than for the purpose of reconstruction or amalgamation) or the buyer makes an arrangement or composition with creditors.
 - (d) The buyer is hereby deemed to have irrevocably authorised the seller to enter onto any premises of the buyer for the purpose of enforcing the sellers' rights hereunder and to take possession of the goods at any time whether or not such goods have been fixed to, mixed with or incorporated or converted into other products.
 - (e) The buyer shall insure the goods for their full market value against loss and damage however arising.
11.
 - (1) In the event of a defect appearing in the product in a period of one year from delivery the seller will, subject to these conditions, set out to exchange or repair any part or parts which are defective as a result of faulty workmanship or materials. If the manufacturer offers a longer period of guarantee, the product will be returned to them for inspection and any decision they make will be final and binding. This does not in any way affect the buyers legal or statutory rights.
 - (2) The provisions of sub-clause (1) of this clause shall not apply:
 - (a) If the goods have without the prior consent of the seller been modified, altered, or repaired other than by the seller.
 - (b) If the goods or any part thereof have been subjected to a use which in the opinion of the seller was unsuitable.
 - (c) If damage is caused by continued use after the defect was or ought reasonably to have been discovered.
 - (d) to defects attributable to fair wear and tear, ingress of foreign material, misuse, neglect accident or other cause.
12. The seller shall not be liable for any direct or consequential expense which the buyer may incur in removing or having removed or in replacing or having any parts in lieu thereof except when given permission in writing by the seller.
13. Except where the injury, loss or damage occurs as a sole direct result of negligence on the part of the seller or for which it is responsible, the seller shall not be liable for and the buyer shall indemnify the seller against every claim, loss, expense award for injury, loss or damage to any person or property directly or indirectly arising from or connected with the use, operation or possession of any goods and from negligence or default by the buyer (including but not limited to a breach by the buyer of the contract for the supply of the Goods) or miss-use by the buyer or any third party or arising from any of the circumstances set out in sub-clause (1) of clause 11 hereof and this indemnity shall continue in force, notwithstanding that the contract for the supply of the goods has been terminated.
14. If any provision of this agreement (whether a clause or a sub-clause or a part thereof) is held to be invalid or unenforceable such invalidity or unenforceability shall not affect the other provisions (or parts of such clauses or sub-clauses) which shall remain in full force and effect.