

# D&R Tyres Ltd

## Business Arrangements and Conditions of Sale

All goods supplied by D&R Tyres Ltd (The Company) are sold subject to the following terms and conditions.

Acceptance by the customer of any goods shall constitute acceptance of these terms and conditions.

### 1. Prices

The Company reserves the right at any time to change its selling prices without any prior notice.

### 2. Payment

All invoices are strictly net. Payment terms are month end following receipt of goods. If payment is not received by the due date The Company shall be entitled to charge statutory interest on the amount due under the Late Payment of Commercial Debts Act (Interest) 1998.

### 3. Risk and Title

The risk in the goods shall pass to the customer on their receipt of the goods. Title to and property in the goods shall remain with The Company until such time as all monies due from the customer to The Company has been paid in full. It is the customer's responsibility for the secure storage and insurance of supplied goods until payment is received by The Company in full. The Company reserves the right to recover any goods supplied and not paid for from the customer's premises.

### 4. Agreements, Credit and Supplies

The Company reserves (Subject to all statutory exceptions) the right to amend these Conditions of Sale at any time. It is the customer's responsibility to familiarise themselves with the current Conditions of Sale regularly to ensure that they are aware of any changes.

### 5. Returns Policy

The Company will consider the return of supplied products within 30 days of supply. Strict conditions apply. Supplied products must be in the same condition as when they were purchased (unused and undamaged). All returns will be subject to a 10% handling charge plus any additional charges The Company may incur.

### 6. Delivery

Delivery dates are given in good faith by The Company who will make all reasonable endeavours to comply with dates given. The Company will not be held liable for any loss or consequential loss of any kind suffered by the customer arising from delay howsoever caused.

### 7. Claims

All claims for damages or shortages must be notified in writing to The Company within 5 working days of receipt.

### 8. Warranty

Any goods sold by The Company are sold under such warranty as the manufacturers provide to The

Company. Any claim arising out of any defect in the goods or otherwise in connection with the use of these shall not exceed the invoice price of the goods supplied.

#### **9. Data Protection**

The Company is allowed to use information gathered from the placement of orders for use in its normal course of business. The Company agrees not to use information gathered for disclosure to third parties. The Company will make a search with a credit reference agency, which will keep a record of that search and will share that information with other businesses. The Company may also make enquires about the principles directors with a credit reference agency.

The Company will monitor and record information relating to customers' payment performance and such records will be made available to credit reference agencies, who will share that information with other businesses in assessing applications for credit and fraud prevention.

#### **10. Essence of Contract**

Each and every condition here 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 customer and to refuse to supply to the customer any further goods.

#### **11. Applicable Law**

These conditions and any contract incorporating them shall be governed by and construed in all respects in accordance with the laws of Scotland.