

TERMS & CONDITIONS FOR THE SALE OF GOODS

1. Definitions and Interpretation

1.1. In these conditions the following words have the following meanings:

“Company” means Bridgestone UK Limited (Registered Number: 01040790) whose registered office is at Athena Drive, Tachbrook Park, Warwick, CV34 6UX

“Contract” means any contract between the Company and the Customer for the sale of Goods from the Company.

“Customer” means the person(s), firm or company who purchases the Goods from the Company.

“Goods” means any goods agreed in the Contract to be supplied to the Customer by the Company (including any part or parts of them).

2. Basis of Contract

- 2.1. Subject to any variation under Condition 2.2 the Contract will be subject to these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document whatsoever and whenever.)
- 2.2. Any variation to these Conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and executed by the Company.
- 2.3. Each order for Goods by the Customer from the Company shall be deemed to be an offer by the Customer to purchase Goods subject to these Conditions.
- 2.4. Any quotation or estimate made by the Company is given subject to these Conditions. Without prejudice to the Company’s right not to accept an order, quotations will be valid for 21 days from date of issue.
- 2.5. The Customer can only cancel an order (or any part of an order) which the Company has already accepted, with the Company’s prior agreement in writing and provided that the customer indemnifies the Company in full in terms established by the Company. The Company is not bound to agree any such cancellation and may complete such order even if the Customer purports to cancel it.

3. Delivery and Acceptance of Goods

- 3.1. Unless otherwise agreed in writing by the Company delivery of the Goods shall take place at the Customer’s place of business in the UK in normal business hours.
- 3.2. Any dates specified by the Company for delivery of the Goods are intended to be an estimate only and time for delivery shall not be of the essence. If no dates are so specified, delivery will be within a reasonable time.
- 3.3. The Company shall be entitled at its discretion to make delivery of the Goods by installments and to invoice the Customer for each Instalment individually. Where the Goods are to be delivered in installments, each delivery shall constitute a separate contract and failure by the Company to deliver any one or more of the installments in accordance with these Conditions or any claim by the Customer in respect of any one or more installments shall not entitle the Customer to treat the Contract as a whole as repudiated or to refuse to accept subsequent installments.
- 3.4. (The quantity of any consignment of Goods as recorded by the Company upon dispatch from the Company’s place of business shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary).
- 3.5. The Customer will be deemed to have accepted the Goods as being in accordance with the Contract unless within 14 days of the date of delivery of the Goods, the Customer notifies the Company in writing of any defect or other failure of the Goods to conform with the Contract (which would be apparent upon reasonable inspection and testing of the Goods within 14 days) or where the defect or other failure would not be so apparent, the customer notifies the company in writing within a reasonable time. Failing which the Customer shall not be entitled to reject the Goods and the Company shall have no liability for such defect or failure, and the Customer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
- 3.6. (Goods once delivered, may not be returned unless their return is agreed in advance in writing by the Company, where such a "sale or return" Agreement is in place the Company may:
 - a) Request a full written inventory of unsold goods at any time which, if not produced within 21 days the goods concerned will be invoiced for immediate repayment, and;
 - b) Demand the return of any unsold “sale or return” stock upon 7 days written notice. Any goods not returned within the time specified will be invoiced for immediate payment.
- 3.7. No claims for shortage or damage in transit shall be accepted unless the Company and the carrier are notified in writing within such time as is reasonable in the circumstances. The Company shall only be liable for any non-delivery of Goods (even if caused by the Company’s negligence) if the customer gives written notice to the company within 14 days of this date when the Goods would, in the ordinary course of events, have been delivered

4. Passing of Risk and legal Title

- 4.1. The Goods shall be at the risk of the Customer from the time of delivery
- 4.2. Full legal, beneficial and equitable title and property in the Goods shall remain vested in the Company (even though they have

been delivered and risk has passed to the Customer) until payment in full, In cash or cleared funds, for all the Goods has been received by the Company and all other money payable by the Customer to the Company on any other account Or under the Contract or any other contract has been received by the Company.

- 4.3. Until full legal, beneficial and equitable title to and property in the Goods passes to the Customer.
- (a) the Customer shall hold the Goods on a fiduciary basis as the Company's bailee;
 - (b) the Customer shall store the Goods at its premises in a proper manner in conditions which adequately protect and preserve the Goods and shall Insure them, without any charge to the Company, and not tamper with any identification upon the Goods or their packaging and shall ensure that they are stored separately from any other goods (whether or not supplied by the Company) and are clearly identifiable as belonging to the Company and the Company shall be entitled to examine any such Goods Instorage at any time during normal business hours upon giving the Customer reasonable notice of its intention to do so.
 - (c) the Company may at any time, on demand and without prior notice, require the Customer to deliver the Goods up to the Company and the Company may repossess and resell the Goods if any of the events specified in Condition 4 occurs or if any sum due to the Company from the Customer under the Contract or on any other account or under any other contract Is not paid when due.
 - (d) for the purposes of this Condition 4 the Company , its employees, agents and sub-contractors will be entitled to free and restricted access to any premises owned, occupied or controlled by the Customer and/or any other location where any of the Goods are situated at any time without prior notice.
 - (e) the Company shall be entitled to maintain an action against the Customer for the price of the Goods notwithstanding that legal, equitable and beneficial title to and property in the Goods has not passed for the Customer, and
 - (f) the Company hereby authorises the Customer to use and/or sell the Goods In the normal course of the Customer's business and to pass good title in the Goods to its customers, if they are purchasers in good faith without notice of the Company's rights. This right shall automatically cease on the occurrence of any event set out in Condition 4 and/or if any sum owed to the Company by the Customer is not paid when due. If the Customer sells the Goods prior to paying the full price thereof the Customer shall hold the proceeds of safe en trust for the Company and shall immediately pay the proceeds of the sale Into a separate bank account. At the Company's request, the customer shall assign to the Company all claims that the Customer may have against purchasers of the Goods from the Customer.
- 4.4. The Company's rights and remedies set out in this Condition 4 are in addition to and shall not in any way prejudice, limit or restrict any of the Company's other rights or remedies under the Contract or Inlaw or equity.

5. Contract Price

- 5.1 The Company reserves the right to vary price from that at the contract date and in any event orders will be invoiced at the price ruling on the date of delivery unless otherwise agreed. Price includes carriage of Goods to the Customer's premises.
- 5.2 Unless otherwise agreed In writing pallets and skids and other materials when charged for will be credited if returned to the Company's works within 2 months from the date of the Invoice, carriage paid and In good condition.

6. Payment Terms

- 6.1 Payment of the price for the Goods is due 30 days after the earlier of delivery of Goods or the date of invoice. Time for payment shall be of the essence. The description of the Goods shall be set out in the Company's acknowledgment of order or, In its absence, the Company's quotation
- 6.2 The Customer shall make all payments due under the Contract without any deduction whether by way of set-off, withholding, counterclaim, discount, abatement or otherwise.
- 6.3 (If payments received from the Customer are not slated to refer to a particular Invoice, the Company may appropriate such payment to any outstanding invoice addressed to the Customer from the Company).
- 6.4 Any credit facility granted to the Customer may be withdrawn at the discretion of the Company.
- 6.5 (If any sum due from the Customer to the Company under the Contract or any other contract is not paid on or before the due date for payment then all sums then owing by the Customer to the Company shall become due and payable immediately and, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:
- (a) cancel or suspend Its performance of the Contract or any order Including suspending deliveries of the Goods and suspending delivery of any other goods to the Customer until arrangements as to payments or credit have been established which are satisfactory to the Company;
 - (b) appropriate any payment made by the Customer to such of the Goods (or any goods supplied under any control between the Customer and the Company) or as the Company may think fit;
 - (c) require the Customer to pay for Goods prior to their despatch or collection from the Company's place of business) and charge the customer
 - (d)
 - (i) interest calculated on a daily basis on all overdue amounts (both before and after judgement) until actual payment at the rate of eight per cent (8%) per annum above the base lending rate of Barclays Bank Plc (prevailing from time to time until payment is made in full.
 - (ii) (and the cost of obtaining judgement or payment to include all reasonable professional costs (including legal fees) and other costs of Issuing proceedings or otherwise pursuing a debt recovery procedure.)

7. Right of set-off

The Company will be entitled but not obliged at any time or times without notice to the customer to set off any liability to the Customer against any liability of it to the Company (howsoever arising and whether any such liability is present or future, liquidated or unliquidated and irrespective of the currency) and may for such purpose convert or exchange any sums owing to it into any other currency or currencies in which the obligations of the customer are payable under this Agreement. The Company's rights under this clause will be without prejudice to any other rights or remedies available to then under this Agreement or otherwise.

8. Warranty of Quality of Goods

- 8.1 If the Customer establishes to the Company's reasonable satisfaction that there is a defect in the materials or workmanship of the Goods manufactured or there is some other failure by the Company in relation to the conformity of the Goods with the Contract, then the Company shall at its option, at its sole discretion and within a reasonable time.
- (a) (repair or make good such defect or failure in such Goods free of charge to the Customer (including all costs of transportation of any Goods or materials to and from the Customer for that purpose)
 - (b) replace such Goods with Goods which are in all respects in accordance with the Contract; or
 - (c) issue a credit note to the Customer in respect of the whole or part of the Contract price of such Goods as appropriate having taken back such Goods or materials relating to such Goods

Subject in every case, to the remaining provisions of this Condition 8 provided that the liability of the Company under this Condition 8 shall in no event exceed the purchase price of such Goods and performance of any one of the above options shall constitute an entire discharge of the Company's liability under this warranty.

- 8.2 Condition 8.1 shall not apply unless the Customer:
- i. notifies the Company in writing of the alleged defect within 14 days of the time when the Customer discovers or ought to have discovered the defect and in any event within 12 months of the delivery of the Goods to the Customer or such other periods as agreed by the Company in writing; and
 - ii. affords the Company a reasonable opportunity to inspect the relevant Goods and, if so requested by the Company and where it is reasonable to do so, promptly returns to the Company or such other person nominated by the Company a sample of the Goods within 14 days, carriage paid by the Customer, for inspection, examination and testing and/or otherwise permit the Company to have access to the Goods or such materials at the Customer's premises or other location where they may be for such purposes.
- 8.3 If the Company elects to replace the Goods pursuant to Condition 8.1, the Company shall deliver the replacement Goods at the Company's own expense to the address to which the defective Goods were delivered and the legal, equitable and beneficial title to the defective Goods which are being replaced shall (if it has vested in the Customer) re-vest in the Company and the Customer shall make any arrangements as may be necessary to deliver up to the Company the defective Goods which are being replaced.
- 8.4 The Company shall be under no liability under the warranty at Condition 8.1 above in respect of any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Company's approval or if the total price for the Goods has not been paid by the due date for payment or in respect of any type of defect, damage or wear specifically excluded by the Company by notice in writing or if the Customer makes any further use of the Goods after giving notice in accordance with Clause 8.2.
- 8.5 The warranties set out in this document are the only warranties which shall be given by the Company and all warranties, conditions and other terms, implied by status or common law are, to the fullest extent permitted by law, excluded from the Contract.

9. Exclusion and Limitation of Liability

- 9.1 The Company shall not be liable to the Customer for any loss of profit or other economic loss (direct or indirect), indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever (however caused), or loss or damage (contractual, tortious, breach of statutory duty or otherwise) which arises out of or in connection with the Contract, or for any liability incurred by the Customer to any other person for an economic loss, claim for damages or awards howsoever arising from the Goods or otherwise.
- 9.2 Nothing in these Conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence, or for Fraudulent misrepresentation.
- 9.3 The Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be Limited to (150% of the price of the goods) in respect of which the Customer suffered or incurred such loss or damage

10. Product recall

- 10.1 If the Company notifies the Customer in writing of any defect in the Goods previously delivered to the Company at any time or any error or omission in the instructions for the use and/or assembly of the goods (whether or not any such defects, error or omission represents a breach of warranty in Condition 7 or any other provision of the contract) which exposes or may expose consumers to any risk of death, injury or damage to property, the Customer shall co-operate fully and promptly with any steps taken by the Company under Condition 9.2 below.
- 10.2 The Company may at its discretion recall any Goods already sold by the Company to its Customers (whether a refund or credit or for replacement of the goods which shall in each case be undertaken by the Company) and/or issue any written or other notification to its

Customers about the manner of use or operation of any goods already sold by the Customer to its customers.

11. Subcontracting, Assignment and Third Party Rights

- 11.1 The contract is not assignable without prior written consent of the Company. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this contract and no third party shall have the benefit of or the right to enforce any term of this agreement

12. Brandee, Marking, Remoulding or Retreading from Original

- 12.1 The buyer shall not without the previous written authority of the company deface, brand, mark, recut or tamper with in any way , whatsoever with the goods other than part worn tyres or sell, offer for sales, advertise or supply goods (other than part worn tyres) which have been so defaced, marked, re-cut or tampered with.
- 12.2 Part worn tyres which have been remoulded, retreaded, defaced, branded, marked, recut or tampered with:
- (a) shall not be sold without the name Bridgestone/Firestone and any other trade mark or used or owned by the Company having previously been obliterated from each sidewall of each tyre, and
 - (b) shall not be sold without having been branded in legible letters on the sidewall of each tyre with the word "remould", "retread" or other appropriate word describing such treatment; and
 - (c) shall not be sold, offered for sale, advertised or supplied under the name Bridgestone/Firestone or any name, mark, logo associated therewith.

Nothing contained in this contract shall be deemed to authorise any defacing, remoulding, retreading, resolving, recutting or altering of any part worn tyres or the reproduction of any name, brand, mark or design owned or used by the company.

13. Force Majeure

The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business and its obligations under the Contract due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, war, riot, civil commotion, fire, flood, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers of inability or delay in obtaining supplies of adequate or suitable materials provided that, if the event of force majeure continues for a continuous period in excess of 3 months, the Customer shall be entitled to give notice in writing to the Company to terminate the Contract.

14. Breach of Contract or Insolvency

- 14.1 The Company may terminate this agreement by written notice with immediate effect if (the Customer becomes or is reasonably likely to become insolvent or enter into an arrangement with its creditors or) materially breaches the contract or fails to remedy where it is capable of remedy, or persists in any breach of any of its obligation under this contract after being required in writing to remedy or desist from such breach with 90 days.
- Termination of this contract shall be without prejudice to the rights and remedies accrued by either party up to termination. On termination all sums owing pursuant to this contract shall become due immediately.

15. General

- 15.1 Any intellectual property rights (including, without limitation, patents, registered and unregistered designs, trade marks and service marks (registered or not) and copyright and any applications for them) created by the Company in the course of the performance of the Contract or otherwise in the manufacture of the Goods shall remain in the Company's property. Nothing in this Contract shall be deemed to have given the Customer a licence or any other right to use any of the intellectual property rights of the Company.
- 15.2 If any provision of this contract is ruled to be invalid for any reason, that invalidity will not affect the rest of the agreement which will remain valid and enforceable in all respects.
- 15.3 The Contract acts out the entire agreement and understanding between the Customer and the Company in connection with the sale of the Goods and shall supercede and replace all documentation previously issued by the Company purporting to act out its terms and conditions of sale of the Goods.
- 15.4 (Both the Company and the Customer shall each keep confidential and shall not, without the prior written consent of the other, disclose to any third party or otherwise make public the terms or existence of the Contract or any other confidential or sensitive information of the other party.)
- 15.5 The contract shall be governed by English Law and shall be subject to the exclusive jurisdiction of the English Courts.

