

## TERMS AND CONDITIONS OF SUPPLY

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply any of the products ("Products") listed on our website [www.imagewheels.co.uk](http://www.imagewheels.co.uk) ("our site") or in our brochure to you. Please read these terms and conditions carefully and make sure that you understand them, before ordering any Products from our site. You should understand that by ordering any of our Products, you agree to be bound by these terms and conditions. You should print a copy of these terms and conditions for future reference. If you place an order with us, you will be deemed to have read, understood and accepted these terms and conditions. If you do not accept them, please do not place an order.

### 1. INFORMATION ABOUT US

We operate the website [www.imagewheels.co.uk](http://www.imagewheels.co.uk). We are Image Wheels International Limited, a company registered in England and Wales under company number 2296565 and with our registered office at Unit 3, Fountain Lane Industrial Estate, Fountain Lane, Tipton, West Midlands, DY4 9HA (**Premises**). Our VAT number is 488273990.

### 2. YOUR STATUS

- 2.1 By placing an order through our site, you warrant that:
- 2.1.1 you are legally capable of entering into binding contracts; and
  - 2.1.2 you are at least 18 years old.

### 3. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

3.1 After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a Product. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that your order has been accepted ("Confirmation") or by sending you an invoice. The contract between us ("Contract") will only be formed when we send you the Confirmation or an invoice.

3.2 The Contract will relate only to those Products which we have confirmed in the Confirmation. We will not be obliged to supply any other Products which may have been part of your order until such Products have been confirmed in a separate Confirmation.

### 4. CONSUMER RIGHTS

4.1 If you order wheels from us, we will make each wheel individually to your specification. Because of this, you will not have a right to cancel a Contract for the supply of wheels or any other Products that are made to your specification or are personalized to you.

4.2 If you are contracting as a consumer for the supply of ready made products (not wheels which are made to your specification), you may cancel a Contract at any time within seven working days, beginning on the day after you received the Products. In this case, you will receive a full refund of the price paid for the Products in accordance with our refunds policy (set out in clause 8 below).

4.3 To cancel a Contract under clause 4.2, you must inform us in writing. You must also return the Products to us as soon as reasonably practicable, and at your own cost and in un-used condition. You have a legal obligation to take reasonable care of the Products while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.

### 5. AVAILABILITY AND DELIVERY

5.1 We will try to fulfil your order by the delivery date set out in the Confirmation or, if no delivery date is specified, then within a reasonable time of the date of the Confirmation, unless there are exceptional circumstances.

5.2 All our wheels are made to order. Because of this, each wheel order is likely to take around three to eight weeks from the date of the Confirmation to deliver. If your order is placed before a factory holiday, your order may take longer. Details of our planned holiday dates are listed on our website.

5.3 Any dates quoted for delivery are estimates only. We will not be liable to you for late delivery if the Products are not delivered on the estimated delivery date, unless:

- 5.3.1 the Products are delivered more than eight weeks after the estimated delivery date; and
- 5.3.2 you have not agreed a later delivery date.

5.4 If delivery of the Products will, or looks likely, to be more than [six weeks] after the estimated delivery date notified to you, we will contact you to discuss delivery.

5.5 If we are not able to deliver the Products because you have given us an incorrect delivery address or because there is no-one available to accept delivery, and we need to re-arrange delivery as a result, then we will be entitled to charge you for the cost of re-delivery.

5.6 If you are arranging your own delivery or using your own carrier (instead of us arranging delivery for you) we will notify you when the Products are available for collection at our Premises. If you do not collect the Products within [four weeks] of the date of our notice confirming that the Products are available for collection, then:

- 5.6.1 the Products will be deemed to have been delivered to you;
- 5.6.2 we will be entitled to charge you for the cost of storage and insurance;
- 5.6.3 the Products will be at your risk; and
- 5.6.4 if the Products have not been collected within [three months] of the date of our notice that the Products are available for collection, we will be entitled to dispose of the Products or re-process them and charge you for our out of pockets expenses incurred in doing so.

### 6. RISK AND TITLE

6.1 The Products will be your responsibility:

- 6.1.1 from the time of delivery (where we arrange delivery); or
- 6.1.2 (where you are arranging collection or delivery from our site) from the time of collection, or if earlier, four weeks after the date of our notice confirming that the Products are available for collection.

6.2 Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges.

6.3 You grant to us, our agents and employees an irrevocable licence at any time to enter any premises where the Products are or may be stored in order to inspect them, or, if your right to possession has terminated, to recover them.

6.4 If we are unable to determine whether any Products are the products in respect of which your right to possession has terminated, we shall be deemed to have sold all goods of the kind sold by us to you in the order in which they were invoiced to you.

### 7. PRICE AND PAYMENT

7.1 The price of the Products and our delivery charges will be as stated in our quotation or quoted on our site from time to time, except in cases of obvious error.

7.2 Product prices exclude VAT. We will add VAT to our prices at the rate that applies at the relevant time.

7.3 Product prices and delivery charges are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Confirmation.

7.4 Our site contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you that we are rejecting it.

7.5 If the pricing error is obvious and unmistakable and could have reasonably been recognised by you as an error, we do not have to provide the Products to you at the incorrect (lower) price.

7.6 Payment for all Products may be made by credit or debit card, bacs, chaps or cheque. We accept payment with most major credit cards except DINAS and AMEX. If you pay by cheque, we will not treat payment as having been made until your cheque clears in our account.

7.7 As all our wheels are made to order, we require payment in full at the time when you place your order unless we agree otherwise in writing.

### 8. OUR REFUNDS POLICY

8.1 If you cancel your order before we have started to process wheels, we will give you a full refund. However, as all our wheels are made to order, if you cancel your order after we have started to process the wheel, we will only be able to refund in part. We will retain a proportion of the price that reflects the amount of work carried out up to the time when you notified us that you wish to cancel your order.

8.2 If you consider that a Product is defective or has been damaged in transit or that part of your order is missing, you must notify us within 48 hours of delivery. This is because we must report damage to our carriers within three days.

8.3 If you return a Product to us because you have cancelled the Contract between us within the seven-day cooling-off period (see clause 4.2 above), (provided that the Product is not made to your specification) we will process the refund due to you as soon as possible and, in any case, within 30 days of the day on which you gave us notice of cancellation. In this case, we will refund the price of the Product in full, and any applicable delivery charges. However, you will be responsible for the cost of returning the item to us.

8.4 If you return a Product to us for any other reason, you must return the Product to us and tell us why you are returning the Product. We will examine the returned Product and will contact you within a reasonable period of time to inform you whether we are able to offer you a refund or repair or replacement product. We will usually process any refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you via e-mail that you were entitled to a refund. We will refund the price of a defective Product in full, including any applicable delivery charges and any reasonable costs you incur in returning the item to us.

8.5 If you return a Product to us because you consider it is defective, and after we examine the Product, we consider that the Product is not defective, we will return the Product to you at your cost. We will not be able to offer a refund if the Product is not defective because all wheels are bespoke and made to order.

8.6 We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

### 9. WARRANTY

9.1 We warrant to you that any Product purchased from us will, on delivery, conform in all material respects with its description, be of satisfactory quality, and be reasonably fit for all the purposes for which products of that kind are commonly supplied.

9.2 We also warrant to you that where the Products are wheels made by us:

- 9.2.1 paint finishes will be free from defects in materials and workmanship on delivery and for a period of two years following delivery; and

9.2.2 ceramic coat or anodized finishes (but not polished finishes) will be free from defects in materials and workmanship on delivery and for a period of 12 months following delivery.

## 10. OUR LIABILITY

10.1 Subject to clause 10.4, if we fail to comply with these terms and conditions, we shall only be liable to you for the purchase price of the Products.

10.2 Subject to clause 10.4, we will not be liable for losses that result from our failure to comply with these terms and conditions that fall into the following categories even if such losses result from our deliberate breach:

10.2.1 loss of income or revenue;

10.2.2 loss of business;

10.2.3 loss of profits; or

10.2.4 loss of anticipated savings.

However, this clause 10.2 will not prevent claims for loss of or damage to your physical property that are foreseeable or any other claims for direct loss that are not excluded by categories 10.2.1 to 10.2.4 inclusive of this clause 10.2.

10.3 We shall not be liable for a breach of any of the warranties in clauses 9.1 or 9.2 if:

10.3.1 you make any further use of such Products after giving such notice; or

10.3.2 the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Products or (if there are none) good trade practice; or

10.3.3 you alter or repair such Products without our written consent; or

10.3.4 the defect arises as a result of racing applications; or

10.3.5 you assign or purport to assign the benefit of any of the warranties in clauses 9.1 or 9.2 to any other party; or

10.3.6 you arrange your own collection or delivery of the Products and the defect is as a result of damage during transit; or

10.3.7 you sell or otherwise part with possession of the Products.

10.4 Nothing in this agreement excludes or limits our liability for:

10.4.1 death or personal injury caused by our negligence;

10.4.2 fraud or fraudulent misrepresentation;

10.4.3 any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;

10.4.4 defective products under the Consumer Protection Act 1987; or

10.4.5 any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

## 11. IMPORT DUTY

11.1 If you order Products from our site for delivery outside the UK, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.

11.2 Please also note that you must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by you of any such laws.

## 12. WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your other statutory rights.

## 13. NOTICES

All notices given by you to us must be given to Image Wheels International Ltd at Unit 3, Fountain Lane Industrial Estate, Fountain Lane, Tipton, West Midlands, DY4 9HA or [E-MAIL ADDRESS]. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 12 above. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

## 14. TRANSFER OF RIGHTS AND OBLIGATIONS

14.1 The contract between you and us is binding on you and us and on our respective successors and assignees.

14.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

14.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

## 15. EVENTS OUTSIDE OUR CONTROL

15.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).

15.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

15.2.1 strikes, lock-outs or other industrial action;

15.2.2 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

15.2.3 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;

15.2.4 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

15.2.5 impossibility of the use of public or private telecommunications networks;

15.2.6 the acts, decrees, legislation, regulations or restrictions of any government; and

15.2.7 pandemic or epidemic.

15.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

## 16. WAIVER

16.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.

16.2 A waiver by us of any default will not constitute a waiver of any subsequent default.

16.3 No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 13 above.

## 17. SEVERABILITY

If any court or competent authority decides that any of the provisions of these terms and Conditions or any provisions of a Contract are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

## 18. ENTIRE AGREEMENT

18.1 These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any Contract.

18.2 We each acknowledge that, in entering into a Contract, neither of us relies on, or will have any remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or the documents referred to in them.

18.3 Each of us agrees that our only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) will be for breach of contract.

18.4 Nothing in this clause limits or excludes any liability for fraud.

## 19. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

19.1 We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

19.2 You will be subject to the policies and terms and conditions in force at the time that you order products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of the change being notified on the website).

## 20. LAW AND JURISDICTION

Contracts for the purchase of Products through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the courts of England and Wales.

## 21. THIRD PARTY RIGHTS

A person who is not party to these terms and conditions or a Contract shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.