

STANDARD TERMS AND CONDITIONS OF SALE (NON-CONSUMER SALES ONLY)

These Conditions of Sale govern any transaction between Europa Tyres (The Company) and the purchaser of the goods (The Customer). The Company believes that these conditions are fair and reasonable. If the Customer believes that these Conditions are not fair and reasonable, he/she must advise the Company, in writing, prior to any contract. These Conditions can only be varied with the written agreement of a Director of the Company.

Prices

Prices are those ruling at the time of delivery or collection. Prices will not normally be altered after the date of order, but the Company reserves the right to do so in the event of a manufacturer's price increase. All prices stated by the Company are exclusive of VAT which will be added, where applicable, to all invoices at the rate ruling on the date of supply.

Deliveries

Whilst the Company will make every effort to deliver the goods on the date and to the place specified, it cannot accept responsibility for failure to do so. The goods shall be at the Customer's risk from the time of delivery, notwithstanding that the property in the goods remains with the Company.

Property in the Goods

Notwithstanding that the Customer, or his agent, obtains possession of the goods, they shall hold them as bailee and legal ownership will remain with the Company until such time as payment is made in full to the Company. The Customer grants an irrevocable licence to the Company to enter the Customer's premises for the purpose of inspection or collection of the goods in the event of non-payment within the agreed terms. In the event of the Customer, as bailee, re-selling or otherwise disposing of the goods, or any part thereof, the Customer will, until payment is made in full to the Company, hold in trust for the Company, all the Customer's rights under such contract and account to the Company for any money, or other consideration receivable by the Customer thereunder.

Payment of Goods

Payment shall be made, either in cash when the order is placed or upon such terms as the Company may, from time to time, extend to the Customer, which may be withdrawn by the Company, at any time. If payment is not received by the Company within the terms stated, the Company reserves the right to charge interest at the rate of 2% per month on overdue amounts. No settlement discount will be allowed.

Returned Cheques

If a Customer's cheque, in payment of goods supplied, is returned by the Bank, for whatever reason, an additional invoice will be raised to cover the costs and will become payable immediately.

Loss, Damage or Shortage

In the event of any loss, damage or shortage in respect of the goods supplied, the loss, damage or shortage must be reported to the Company and, where appropriate, to the carrier, by the Customer, in writing, within 5 days of acceptance of delivery.

Returned Goods

Goods correctly supplied by the Company will only be accepted for credit if prior authorisation has been obtained from the Company and must be accompanied by a returns note stating the invoice number and date of supply. The Customer will bear the cost of the return of the goods and may be subject to a handling charge of 10% if returned within 3 months of delivery. Goods delivered in excess of 3 months previously will only be accepted for return in exceptional circumstances, at the sole discretion of the Company and will be subject to a handling charge which will be stated at the time of accepting the return. Goods ordered specially for a Customer will not be accepted for return and credit. (a) Complaint tyres/tubes returned for assessment must be accompanied by a fully completed complaint form.

Law

All contracts for the supply of goods shall be deemed to have been agreed at the Company's premises and both parties agree to submit to the jurisdiction of the English courts and to English Law.

Date of issue - March 2005