



PERFORMANCEWHEELS

GENERAL TERMS AND CONDITIONS

1 DEFINITIONS

- 1.1 **Acceptance** A written acknowledgement or acceptance from Us via email of an Order given or submitted by You via email
You/Your/Yourself The person, firm or company who orders the Goods from Us and/or with whom We contract to sell the Goods
Conditions Our standard terms and conditions of sale set out in this document
Consumer Cancellations & Returns Policy means the policy referred and linked to in clause 10 of these Conditions
Contract any contract between You and Us for the sale and purchase of the Goods, incorporating these Conditions, the Consumer Cancellations & Returns Policy, the Order and the Acceptance
Goods The Goods described in Your Order and/or confirmed in the Our Acceptance
Order The written order of the Goods placed by You with Us via our website
Us/We/Our/Ourselves Performance Wheels Ltd.
- 1.2 Words importing the singular number include the plural number and vice versa;
- 1.3 Condition headings do not affect the interpretation of these conditions.

2 INTERPRETATION OF THIS CONTRACT

- 2.1 The terms of the Contract shall consist of the Order, the Acceptance, these Conditions and our Consumer Cancellations & Returns Policy. In the event of any inconsistency between the Order, the Acceptance and the Conditions, the terms of the Acceptance and the Conditions shall prevail.
- 2.2 Except where expressly referred to in these Conditions or as otherwise expressly agreed in writing between You and Ourselves, no other terms or conditions contained in any document issued by You or Ourselves or in any other communication between You and Ourselves shall form part of the Contract. For the avoidance of doubt, the Contract shall not be modified without Our express prior written agreement referring to a modification of the Conditions
- 2.3 In order that the Contract shall be a complete statement of the understanding between the parties with regard to the sale of the Goods, You acknowledge that You shall not be able to rely upon any pre-contractual statement, promise or representation made by or on behalf of Ourselves which has not been expressly incorporated in writing into the Contract. Nothing in this condition shall exclude or limit Our liability to You for fraudulent misrepresentation.
- 2.4 We reserves the right to make modifications to the design, composition and/or specification of the Goods at any time without prior notification to You. Any descriptions or illustrations of the Goods provided whether on Our website or by way of any brochure supplied by Us are for information purposes only.

3 ORDERS

- 3.1 Each Order placed by You shall be deemed to be an offer by You to buy the Goods subject to these Conditions.
- 3.2 No Order submitted by You shall be deemed to be accepted by Us until an Acceptance is issued by Us. The quantity and description of the Goods shall be as set out in Our Acceptance. Any goods not set out in Our Acceptance but included in Your Order are excluded from the Contract.
- 3.3 Each Order You submit and Acceptance We give will constitute the basis of a separate Contract, but will still be subject to these Conditions. You acknowledge that no employee or agent of Ourselves has any authority to contract in any other manner.
- 3.4 Any and all drawings, photos, brochures, descriptive matter, specifications and advertising material issued by Us or that appear on Our website or which is otherwise issued or published by or on Our behalf is made available for the sole purpose of providing You with an approximate idea of the Goods described therein. You hereby acknowledge that those materials shall not form part of the Contract and any sale shall not constitute a sale by sample or description.

4 DELIVERY

- 4.1 Delivery shall take place when the Goods are delivered to Your premises or to such other delivery location as may be specified in the Contract. We will endeavour to deliver all the Goods together, but You agree that We may deliver the Goods by separate instalments.
- 4.2 Our aim is to deliver the Goods within 30 days of Acceptance of Your Order. However, this and any other dates requested by You or indicated by Us are intended to be an estimate only and time for delivery shall not be made of the essence, nor be capable of being made so.
- 4.3 If You wish to cancel the whole or part of your Order, please refer to Our Consumer Cancellations & Returns Policy. The latest version of our Consumer Cancellations & Return Policy is available on our website, and will form part of these Conditions.
- 4.4 If You do not receive all the Goods within thirty (30) days of Acceptance of Your Order by Us, you must notify us within forty (40) days of Acceptance. Any liability on Our part for non-delivery of the Goods shall be limited to delivering the Goods within a reasonable period of time after such notification (providing that We still have the Goods in stock), or issuing a credit note at the pro-rata Contract price against any invoice raised for such Goods, at Your option.
- 4.5 If for any reason You fail to accept delivery of the Goods when they are ready for delivery then:-
- (a) The risk of damage, loss or destruction in respect of the Goods shall pass to You (including risk of loss or damage caused by the Our or the carriers negligence) at the date and time of the abortive delivery; and
 - (b) the Goods shall be deemed to have been delivered to You; and
 - (c) We may store the Goods until a new delivery date is agreed, whereupon You shall be liable for all related reasonable costs and expenses associated with such storage (including, without limitation, storage and insurance).
- 4.6 Save as otherwise expressly provided for in these Conditions, We shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by Our negligence)

5 EVENTS BEYOND OUR REASONABLE CONTROL

We reserve the right to defer the date of delivery or to cancel the Contract or to reduce the volume of Goods ordered by You (without any liability to You) if We are prevented from, or delayed in, the carrying on of Our business due to events or circumstances beyond the reasonable control of Ourselves including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lockouts, strikes or other labour disputes (whether or not relating to either partys workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials. This condition does not affect Your statutory rights.

6 OWNERSHIP

We shall own the Goods until we have received cleared payment in full from You, even though the Goods may already have been delivered to You. Where You have paid by cheque or debit or credit card, payment in full will not have taken place until the funds have cleared Our bank account.

7 PRICES

The price for the Goods shall be as set out in the Acceptance. The price for the Goods set out in the Acceptance shall be exclusive of United Kingdom VAT (whether or not chargeable) unless expressly stated in the Acceptance to be otherwise. You will be responsible for payment of any VAT payable on the price of the Goods, if applicable.

8 LOCAL LAWS, IMPORT DUTIES & TAXES

When ordering goods from Us for delivery overseas, You may be subject to import duties and taxes, which are levied once the Goods reach their specified destination. Any additional charges for customs clearance must be borne solely by You. You will also be considered the importer of record and must comply with all laws and regulations of the country in which you are receiving the Goods.

9 PAYMENT

You will need to make payment at the time when you place Your Order. This payment will be held on trust by Us until our Acceptance, when it shall become our sole property. Please note, no Goods will be despatched to You until payment under this Contract has been received in full and in cleared funds.

10 RETURNS POLICY

We care about our customers, and have established a Consumer Cancellations & Returns Policy for dealing with any problems You may have relating to Our Goods. The latest version of our Consumer Cancellations & Return Policy can be found at the end of this document and forms part of these Conditions.

11 EXCLUSION OF LIABILITY

- 11.1 Except where provided for in Clause 11.2 below, Your rights in respect of Goods delivered which do not correspond to the contractual description and/or the supply of defective Goods shall be limited to those referred to in Clause 4 above. We shall under no circumstances whatsoever be liable to You for any loss, or damage of whatsoever type sustained by You, (whether it results directly and naturally in the ordinary course of events) from any breach of contract of any nature whatsoever by Ourselves, whether it results from such breach under special circumstances made known to Us, or whether it be of an indirect, consequential or any other nature whatsoever, including (without limitation) loss of use, loss of revenue, loss of anticipated savings, loss of profits or anticipated profits, or damages of any third party claimed against the You, or damage of any nature whatsoever caused by the Goods or any other items supplied by Us to You.
- 11.2 Notwithstanding the foregoing, nothing in this Conditions is intended to limit any rights you may have as a consumer under applicable local law or other statutory rights that may not be excluded, nor in any way to exclude or limit Our liability to You for any death or personal injury resulting from Our negligence

12 NOTICES

Any Order placed under this Contract shall be made by You via Our website. Both We and You hereby accept that any other Acceptance, agreements, notices, disclosures or other communications or notices required or authorised to be given under the Contract shall be sent by email. Any such email shall be deemed delivered and effectively communicated when it is sent, notwithstanding that it has not been received by the other party, provided that the sending party provides reasonable evidence that the same was in fact sent. Any email correspondence with Us must be sent to info(at)wolfrace.co.uk and set out therein Your name, the order number (if We have provided You with the same) and the description and model number of the item ordered. We reserve the right to contact You via ordinary first class post (or equivalent) addressed to the Your address last known to the Us. Any such communication shall be deemed to have been served on the next working day after proven despatch. This condition does not affect Your statutory rights.

13 WAIVER

If You breach this Contract and We take no action, we will still be entitled to use any of our rights and remedies at a later date, as well as in any other circumstances where you are in breach of this Contract

14 SEVERANCE

If any provision of this Contract is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Contract and rendered ineffective as far as possible without modifying the remaining provisions, and shall not in any way affect any other circumstances of or the validity or enforcement of this Contract

15 DATA COLLECTION

- 15.1 From time to time, We may use Your personal information for administration and management purposes, including carrying out appropriate financial checks, and We reserves the right to disclose such information to service providers and agents for these purposes.
- 15.2 We may also store Your contact details and any other information held pursuant to this Contract (Your Data) for the purpose of adding the same to Our marketing databases. We shall hold Your Data in accordance with the Data Protection Act 1998. We may use the Your Data for the purposes of internal statistical analysis, fulfilling any request made by You for further information, or to contact You by mail, telephone or electronic communication about any other goods, services or events offered by Us. In the event that We sell or transfer our business or a relevant part of it, We shall be permitted under this Contract to transfer Your Data to any successor to Us 15.3 In addition to the rights set out in clauses 15.1 and 15.2 above, We shall be entitled to release or sell Your Data to carefully selected third parties who may use it to contact You in relation to offers or products which relate to the automotive industry (Third Party Marketing Purposes).
- 15.4 Notwithstanding clause 16.3, You shall be entitled to specify at the time that Your Data is transferred to Us that We should not release it for Third Party Marketing Purposes.

16 THIRD PARTIES

This Contract is not intended to, and does not give any person who is not a party to it any right to enforce any of its provisions or any right to any remedy hereunder.

17 LAW AND JURISDICTION

The Contract shall be subject to English law and any and all disputes arising under the Contract shall be dealt with exclusively by the courts of England, save that the Seller shall be entitled to bring proceedings against the Buyer in any other court or courts having jurisdiction. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.



PERFORMANCEWHEELS

CONSUMER CANCELATION & RETURNS

CANCELATIONS

Provided that you are resident in the European Union, you can cancel your Contract with us at any time within five (5) working days of delivery. This Cancellation Period will begin on the first business day after the goods are delivered. You may also cancel your contract at any time prior to dispatch of the goods to you.

You must notify us of your intention to cancel your contract either within the Cancellation period, or prior to dispatch. Your notice of cancellation must be in writing by one of the following Methods:-

- An email addressed to sales@performwheels.co.uk
- A fax to +44 (0)1530 517 921

All notifications of cancellation must be headed 'Cancellation' or some other suitable wording making it clear you are cancelling the order. If the goods have already been delivered to you, we will issue you with a return's reference number upon receipt of your notice of cancellation. You will then have to return the goods to us at your sole expense. If we agree to collect the item from you, we will do so at your sole expense. We will not accept delivery of goods returned without a return reference.

RETURN OF FAULTY OR DEFECTIVE GOODS

Where any apparent defect appears in the Goods (under proper use) within twelve months of delivery of the Goods to you by us, you should notify us by email.

Any email notifying us of an apparent defect must be sent to sales@performwheels.co.uk and contain the following information: -

- Your name, address and telephone number
- The model name / number of goods that you claim are defective
- Proof of purchase, either in the form of a copy of our original receipted invoice or our original invoice number.

We will then contact you to confirm that you have provided sufficient information to enable us to authorize return of the goods for inspection. Please note, we will not accept delivery of goods returned as faulty without authorization.

After we have issued you with authorization, you must return the goods which you claim are defective to us, initially at your sole expense. All goods should, so far as possible, be returned adequately protected from damage in transport and in their original packaging. If you have any concerns about the adequacy of packaging, please contact us again and we will send you such packaging as we consider adequate for the return of the goods to us. Please note, goods damaged in transport to us as a result of insufficient packaging will not be refunded, repaired or replaced and will be treated by us as free from defects.

After you have returned the Goods to us, we will examine them to determine if we are satisfied that the defects arose solely from faulty design, materials or workmanship, and that there is no evidence to suggest otherwise. Where we are satisfied that the defect arose solely from faulty design, materials or workmanship, we will at your election and subject to your elected remedy being possible and proportionate to the defect:-

- (a) At our sole expense, repair or replace the defective Goods and deliver the same to you within such a time frame as is reasonable
- (b) Give you a partial refund on the price paid for the defective goods for such amount as we consider to be reasonable having regard to all the circumstances, before returning the defective goods to you within such a timeframe as is reasonable and at our sole expense
- (c) Retain the defective goods and provide you with a full refund on the defective goods at the price you originally paid for them, including the costs of delivery.

If as a result of our examination, we conclude that the goods were not faulty in their design, materials or workmanship, we will return the goods to you if you so request, provided that you first pay our reasonable costs for redelivering the goods to you and insuring them during delivery.