



KINGPIN TYRES LTD

Manufacturers of High Quality Retreads

CONDITIONS OF SALE AND BUSINESS ARRANGEMENTS

1. In these Conditions
 - (a) "the Company" means Kingpin Tyres Limited whose registered office is at Unit C8, Wem Industrial Estate, Soullon Road, Wem, Shropshire.
 - (b) "the Buyer" means the person, firm or company with whom the Company does business and includes the servants or agents of such person, firm or company.
 - (c) "Kingpin goods" or "goods" means retreaded tyres, sold or supplied to the Buyer by the Company whether or not manufactured by the Company.
 - (d) "motor vehicle" includes any vehicle or machinery normally fitted with tyres.
2. The conditions set out below are the only conditions on which the Company carries on business and no conditions put forward at any time by the Buyer shall have any force or effect and no alteration or amendment to these conditions will be applicable unless expressly agreed in writing by a director of the Company.
3. No person shall advertise, offer for sale, sell or supply any Kingpin goods under the name "Kingpin" or under any other trade mark or trade name "Kingpin" or under any other trade mark or trade name owned or used by the Company.
4.
 - (a) The Buyer shall not without the previous written authority of the Company
 - (i) deface, brand, mark, recut or tamper in any way whatsoever with any Kingpin goods.
 - (ii) advertise, offer for sale, sell or supply any Kingpin goods which have been defaced, branded, marked, recut or tampered with.
 - (b) Tyres which have been recut or which have been regraded or classified as sub-standard
 - (i) shall not be sold without the word "Kingpin" and any other trade mark or trade name owned or used the Company having been previously obliterated from each sidewall of each Tyre.
 - (ii) shall not be sold without having been branded in legible letters on the wall of each tyre with the word "sub-standard" or such other word as shall describe the treatment as aforesaid.
 - (iii) shall not be advertised, offered for sale, sold or supplied under the name "Kingpin" or any other trade mark or trade name owned or used by the Company.
 - (c) Nothing herein contained shall be deemed to authorise in respect of any defacing, remoulding, retreading, resoling, recutting or altering of any part-worn tyres the reproduction of any name, brand, mark or design owned or unused by the Company.
5. The Company may in its absolute discretion and notwithstanding any contract made by the Buyer with any third party terminate without notice any agreement to make supplies of Kingpin goods to the Buyer, or may refuse or limit the amount of credit to be given to the Buyer and to withhold the supply of Kingpin goods from the Buyer.
6. The Company shall not be liable for any failure or delay in delivery which arises as a result of matters or circumstances beyond their control, or which could not be foreseen.
7. The Company reserves the right at any time to alter any of its prices and to alter the terms which it allows to any class of purchaser without notice and in respect of Kingpin goods delivered after any such change of price or change of terms the price charged and the terms applying shall be those current at the date of despatch of the goods in question.
8. The Company makes no representations and gives no guarantee whatsoever in respect of any Kingpin goods sold or supplied by the Company and all conditions and warranties whatsoever whether statutory or otherwise are hereby expressly excluded. It is an express condition of the use or sale of Kingpin goods that the Company is to be under no liability, whether arising in contract, tort, statute or otherwise for any injury (whether or not fatal), loss or damage to any person or property caused by, or arising out of, the use of Kingpin goods.
9. The Company reserves the right to withdraw any item from manufacture at any time without giving prior notice.
10. Each and every condition herein set out (including every stipulation as to time), is hereby declared to be of 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 Buyer and to refuse to supply the Buyer with any further goods and to refuse to credit or pay to the Buyer any allowance whatsoever whether accrued or accruing to which he would otherwise have been entitled and to use the Buyer for damages for breach of contract as herein before mentioned.
11. Invoices will be dated with the date on which the goods are despatched. Statements of account will be furnished covering the despatches up to the end of the month and the Buyer must make payment therefore before the end of the following month. The Company reserves the right to charge interest on overdue accounts at 5 per cent over the National Westminster Bank base rate current at the time of non-payment.
12. If previously agreed in writing the Company may allow to the Buyer settlement discounts for prompt payment as announced by the Company from time to time as its current settlement terms. Settlement discounts will not be allowed when the Buyer has an overdue account.
13. Carriage to destinations in the United Kingdom will be paid by the Company but all goods will be consigned at the Buyer's risk and by the cheapest route, whether by goods or passenger train or by carrier or otherwise unless Buyer gives other instructions. In this event of the Company accepting such instructions any extra cost will be payable by the Buyer. The Company will not consign or otherwise deliver goods, otherwise than to the address of the Buyer.
14. Risk in respect of the goods shall pass to the Buyer on delivery and the Buyer's liability to the Company for the price is not affected by subsequent loss or damage.
15.
 - (a) Upon delivery the Buyer shall inspect the goods and advise the Company immediately if damage, pilferage or shortage is revealed.
 - (b) If such advice is given, the Company will use its best endeavours to assist the Buyer in respect of proof of delivery of the goods.
 - (c) No claim for goods lost or damaged in transit nor regarding shortages revealed on receipt of the goods will be entertained unless received within 14 days from receipt of invoice.
 - (d) Car tyres returned under complaint should be sent carriage paid to the Company.
16.
 - (a), Property in the goods supplied will pass to the Buyer when the goods supplied to the Buyer have been paid for in full.
 - (b) Until the time of payment in full the Buyer shall keep the goods or the proceeds of any sale of the goods as trustee for the Company upon request by the Company the Buyer shall be obliged to deliver up such goods.
17. In the event of the Buyer going into liquidation (whether voluntary or compulsory) appointing a Receiver or entering into any composition or arrangement with its creditors (Or being an individual commits an act of bankruptcy) the company reserves the right to enter on premises upon which Kingpin goods are stored, to recover any goods which have not been fully paid for and to dispose of such goods, subject to allowing the Buyer a credit for any sums paid on account thereof.