

Website Terms and Conditions of Sale

1. Definitions

1.1 In these Conditions, the following definitions shall apply:

Tyres Life: Tyres Life UK Ltd (registered in England and Wales with company number 11243309 with the registered office address of 239-241 Kennington Lane, London, United Kingdom, SE11 5QU;

Website: means the website published at www.tyreslife.com

Conditions: the terms and conditions set out in this document as amended from time to time for the website for the sale of tyres and tyre fitting services;

Contract: the contract between Tyres Life UK Ltd and the Customer for the sale and purchase of the Goods in accordance with these conditions;

Customer: the person or firm who purchases the Goods from Tyres Life UK Ltd;

'Customer's Order' means an order from the Customer submitted to Tyres Life UK Ltd through the Tyres Life UK Ltd website by completion of the staged ordering process set out therein through submission of forms and following a series of hypertext links as directed on the Tyres Life UK Ltd website;

Force Majeure: means any event beyond a party's reasonable control, which by its nature could not have been foreseen or if it could have been foreseen, was unavoidable, including: strikes; lockouts; or other industrial disputes (whether involving employees of Tyres Life UK Ltd or of a third-party); failure of energy sources or transport network; acts of God; war; explosion; flood; fire; lightning strike; earthquakes; epidemics or similar events; riots; accident; sabotage; insurrection; civil disturbance or requisition; import or export regulations or embargoes, difficulties in obtaining raw materials, labour, fuel, parts or machinery;

Goods: the tyres (including any fitting of the tyres or any parts for them) or services which Tyres Life UK Ltd is to supply in accordance with the Order;

Order Confirmation: confirmation in writing by Tyres Life UK Ltd of acceptance of the Customer's Order, issued prior to supply of the Goods to the Customer;

Writing: includes electronic mail, facsimile transmission or comparable means of communication.

2. The contract

2.1 Tyres Life UK Ltd shall sell and the Customer shall purchase the Goods in accordance with the Customer's Order and Order Confirmation, subject to these Conditions.

2.2 The Order constitutes an offer to purchase the Goods in accordance with these conditions. You are responsible for ensuring that the terms of the Order and any specification submitted by you are complete and accurate.

2.3 The Customer acknowledges that the website text, price lists, lists of items for sale or other sales literature published on the Tyres Life UK Ltd website constitute an invitation to treat and may not be construed by the Customer as any offer by or binding obligation upon Tyres Life UK Ltd to sell any item to the Customer.

2.4 The Order shall only be deemed accepted by Tyres Life UK Ltd when the Goods have been paid for and the Goods have been fitted or dispatched. An email, order confirmation or other electronic acknowledgement by us of receipt of an order does not constitute legal acceptance by Tyres Life UK Ltd of your order.

2.5 Any advice or recommendation given by Tyres Life UK Ltd or its employees or agents to the Customer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by Tyres Life UK Ltd is followed or acted upon entirely at the Customer's own risk, and accordingly Tyres Life UK Ltd shall not be liable for any such advice or recommendation which is not so confirmed.

2.6 Whilst every effort is made by Tyres Life UK Ltd to ensure no such error or omission occurs, any typographical, clerical or other error or omission in any sales literature, price list, website text, acceptance of offer, invoice or other document or information issued by Tyres Life UK Ltd shall be subject to correction without any liability on the part of Tyres Life UK Ltd.

3. Product Information

3.1 Products are described on the Website.

3.2 Tyres Life UK Ltd reserves the right to change the Goods or any relative specifications (whether such specifications have been submitted by the Customer in the Customer's order or otherwise) and designs at any time, without notice, as a result of changes in the law or at the sole discretion of Tyres Life UK Ltd.

3.3 Subject to Clause 8.1, the Customer's Order may not be cancelled by the Customer after the Order Confirmation has been issued except with the agreement in Writing of Tyres Life UK Ltd and on terms that the Customer shall indemnify Tyres Life UK Ltd in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by Tyres Life UK Ltd as a result of cancellation by the Customer of the Customer's order.

3.4 In the event that there are any errors regarding price or description, Tyres Life UK Ltd reserves the right to correct that price or description and notify you accordingly. In these circumstances it will be deemed that a contract has not been entered and you will not be bound by your purchase.

4. Price Information

4.1 The price of the Goods is the price specified by Tyres Life UK Ltd in the Order Confirmation.

4.2 Tyres Life UK Ltd reserves the right, by giving notice to the Customer at any time before issuing of the Order Confirmation, to increase the price of the Goods to reflect:

- any increase in the cost to Tyres Life UK Ltd which is due to any factor beyond the control of Tyres Life UK Ltd (such as, without limitation, any foreign exchange fluctuation, currency regulation,

alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture);

- any change in delivery dates, quantities or specifications for the Goods which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give Tyres Life UK Ltd adequate information or instructions.

4.3 The price of the Goods is exclusive of VAT. Tyres Life UK Ltd's VAT number is 290960970.

5. Payment Information

5.1 Tyres Life UK Ltd shall be entitled to payment in full for the price of the Goods (including VAT). Tyres Life UK Ltd accepts online payment by most major credit or debit cards registered at UK addresses. In addition, Tyres Life UK Ltd accepts payment by cash at the Tyres Life UK Ltd depot.

5.2 If the Customer fails to make any payment by the relevant due date or if payment is declined or not authorised by the issuer of the Customer's credit/debit card, Tyres Life UK Ltd will not be liable for: any delay; non-delivery; suspension of the Contract; any bank charges that may be incurred by the Customer if sufficient funds are not available at the time when payment is taken.

6. Delivery of Goods

6.1 The delivery of the Goods shall be made by Tyres Life UK Ltd to the fitting centre specified in the Order Confirmation or such other address as shall be approved of in advance by Tyres Life UK Ltd.

6.2 Any dates quoted for delivery of the Goods are approximate only and not guaranteed and Tyres Life UK Ltd shall not be liable for any delay in delivery and/or fitting of the Goods howsoever caused. Time for delivery or fitting shall not be of the essence of the Contract unless previously agreed by Tyres Life UK Ltd in Writing.

6.3 If the Customer fails to take delivery of the Goods or fails to give Tyres Life UK Ltd adequate instructions in the Customer's Order then, without prejudice to any other right or remedy available to Tyres Life UK Ltd, Tyres Life UK Ltd may: store the Goods until actual delivery; or return the Goods to Tyres Life UK Ltd Head Office. The customer is not usually charged for any costs incurred.

7. Risk and Property

7.1 Risk of damage to or loss of the Goods shall pass to the Customer at the time when the Customer is notified that the Goods have been supplied.

8. Refunds or Returns

8.1 For Fully Fitted Services and subject to Clause 8.2, before the arranged fitting date, the Customer shall be entitled to cancel the Contract and receive a full refund (where the goods have been paid for). Tyres Life UK Ltd can be contacted for an accurate cost on returning goods as costs may vary depending on tyre specification and location.

8.2 Subject to Clause 8.1, refunds to the Customer are entirely at the discretion of Tyres Life UK Ltd. In the event that Tyres Life UK Ltd, in their sole discretion, grant a refund to a Customer, any costs incurred by Tyres Life UK Ltd in procuring that refund shall be borne by the Customer.

9. Liability

9.1 Nothing in these conditions shall limit or exclude Tyres Life UK Ltd's liability for:

9.1.1 any defect in the Goods arising from any inaccuracy in the Customer's Order. Tyres Life UK Ltd shall have no liability for errors in any Customer's Order and any loss (or otherwise) that may arise therefrom.

9.1.2 any defect in the Goods arising from fair wear and tear, wilful damage, accident, negligence, abnormal working conditions, failure to follow Tyres Life UK Ltd's instructions (whether oral or in writing) or misuse or alteration or repair of the Goods without Tyres Life UK Ltd's approval.

9.3 All warranties are non-transferable and only apply to the original Customer.

9.4 Subject to Clause 8.1, if delivery is not refused, and the Customer does not notify Tyres Life UK Ltd in accordance with Clause 9.3, the Customer shall not be entitled to reject the Goods and Tyres Life UK Ltd shall have no liability for such defect or failure.

9.5 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to Tyres Life UK Ltd in accordance with these Conditions. Tyres Life UK Ltd will contact the manufacturer on the customer's behalf. At Tyres Life UK Ltd's sole discretion and dependent on the response from the manufacturer, Tyres Life UK Ltd may refund to the Customer the price of the Goods (or a proportionate part of the price), but Tyres Life UK Ltd shall have no further liability to the Customer or any other person.

9.6 Except in respect of death or personal injury caused by Tyres Life UK Ltd's negligence, Tyres Life UK Ltd shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of Tyres Life UK Ltd, its employees or agents or otherwise) which arise out of or in connection with the supply or fitting of the Goods or their use or resale by the Customer, and the entire liability of Tyres Life UK Ltd under or in connection with the Contract shall not exceed the price of the Goods, except as expressly provided in these Conditions.

10. Insolvency of customer

10.1 If the customer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt (or being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction), has a receiver, liquidator or administrator appointed over any of its property or assets, ceases or threatens to cease, to carry on business, or if Tyres Life UK Ltd reasonably apprehends that any of the events mentioned above is about to occur in relation to the customer and notifies the customer

accordingly, then without prejudice to any other available right to remedy, Tyres Life UK Ltd shall be entitled to cancel the contract or suspend any further deliveries without any liability to the customer and if the goods have been delivered but not paid for, the price of the goods shall become immediately due and payable in full notwithstanding any previous agreement to the contrary. Tyres Life UK Ltd are entitled to cancel the customer's order in respect of any goods that have not been paid for in full (whether or not the same have been delivered to the customer) by giving notice to the effect to the customer and to enter upon the premises of the customer and recover all goods supplied by the Company remaining on the premises.

11. Complaints and queries

11.1 If you are not happy with any aspect of our online service, discover a fault with the website or if you have any queries or comments relating to an order placed online, please contact us (queries@tyreslife.com) and we will do everything we can to help.

12. General

12.1 The Contract shall be governed by the law of England and the Customer agrees to submit to the non-exclusive jurisdiction of the English courts.