



OUR TERMS

Your attention is drawn in particular to clauses 11 and 12 which exclude Our liability to you in certain circumstances.

1. DEFINITIONS

- 1.1 When the following words with capital letters are used in these Terms, this is what they will mean:
- (a) **Event Outside Our Control:** is defined in clause 13.2;
 - (b) **Goods:** the goods that We are selling to you as set out in the Order;
 - (c) **Order:** your order for the Goods and/or Services;
 - (d) **Services:** the services that We are providing to you as set out in the Order;
 - (e) **Terms:** the terms and conditions set out in this document; and
 - (f) **We/Our/Us:** Motor Wheel Service Limited (CRN: 01725426) or Motor Wheel Service and Repair Company Limited (CRN: 03184843) or Motor Wheel Service International Limited (CRN: 01817302) (as the case may be) whose registered offices are all at 55 Station Road, Beaconsfield HP9 1QL. Registered in England and Wales.
- 1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

2. OUR CONTRACT WITH YOU

- 2.1 These are the Terms on which We supply Goods, or Services, or both Goods and Services, to you. These Terms (as amended from time to time) shall apply to all future Orders from you.
- 2.2 Please ensure that you read these Terms carefully, and check that the details on your Order and in these Terms are complete and accurate, before you submit the Order. If you think that there is a mistake, please contact Us to discuss, and please make sure that you ask Us to confirm any changes in writing to avoid any confusion between you and Us.
- 2.3 We consider that these Terms and the Order constitute the whole agreement between you and Us.
- 2.4 When you submit the Order to Us, this does not mean We have accepted your order for Goods and/or Services. Our acceptance of the Order will take place as



described in clause 2.5. If We are unable to supply you with the Goods and/or Services, We will inform you of this and We will not process the Order.

- 2.5 These Terms will become binding on you and Us when We confirm an Order, and you have paid Us (or if you are an account customer when we simply confirm your Order) at which point a contract will come into existence between you and Us.
- 2.6 If any of these Terms conflict with any term of the Order, the Order will take priority.
- 2.7 Our website, catalogue and brochure are solely for the promotion of Our Goods and/or Services in the UK. If We accept orders from addresses outside the UK then conditions 2.9 to 2.13 shall apply.
- 2.8 The images of the Goods on Our website or in Our catalogue or brochure are for illustrative purposes only. Although We have made every effort to display the colours accurately, We cannot guarantee that your computer's display of the colours or the printed pictures accurately reflect the colour of the Goods. Your Goods may vary slightly from those images. Some photographs on our Website are generic representations of the product type and do not therefore reflect the actual product described.

Overseas Orders

- 2.9 You shall be responsible for complying with all legalisation or regulations governing the importation of the Goods in to the country of destination and for the payment of any duties thereof.
- 2.10 Unless otherwise agreed in writing between you and Us, the Goods shall be delivered ex works and the company shall be under no obligation to give notice under Section 32(3) of the Sale of Goods Act 1979.
- 2.11 You undertake not to offer the Goods for resale in the United Kingdom and Eire or any other country notified by Us to you at or before the time your order is accepted by Us, or to sell the goods to any person if you know or have reason to believe that person intends to re-sell the goods in any such country.

2.12 Where the Goods are supplied for export from the United Kingdom, the price quoted will be ex works in accordance with our then current export price list (or the price quoted) excluding Value Added Tax (unless You do not have a valid VAT number in which case we shall charge VAT in addition where appropriate).

2.13 Where the Goods are supplied to an EU member state, you undertake to supply Us with the official VAT number issued in your own country and the necessary paperwork to prove that the Goods are being supplied to an EU member state and also the paperwork to prove that the Goods have been removed from an EU member state if relevant.

3. CHANGES TO ORDER OR TERMS

3.1 We may revise these Terms from time to time in the following circumstances:

- (a) changes in how We accept payment from you;
- (b) changes in relevant laws and regulatory requirements.

3.2 If We have to revise these Terms under clause 3.1, We will give you notice of any changes to these Terms before they take effect. If you are a consumer you can choose to cancel the contract in accordance with clause 14.

4. MADE-TO-MEASURE GOODS AND SERVICES

4.1 In the case of Goods which We manufacture to your specification We make the Goods according to the requirements you provide Us and in the case of Services which we perform to your specification we provide these bespoke Services to your requirements.

4.2 Unfortunately, We cannot accept the return of made-to-measure Goods if the reason for the return is because you provided Us with incorrect specifications. We also cannot accept the rejection of bespoke Services if the reason for the rejection is because you provided Us with an incorrect specification or instruction. However, where you are a consumer, this will not affect your legal rights as a consumer in relation to made-to-measure Goods or Services that are faulty or not as described. Advice about your legal rights is available at your local Citizen's Advice Bureau or Trading Standards office.



5. DELIVERY OF GOODS

- 5.1 Please note that timescales for delivery and delivery charges will vary depending on the availability of the Goods and your address.
- 5.2 We will contact you with an estimated delivery date. Occasionally Our delivery to you may be affected by an Event Outside Our Control. See clause 13 for Our responsibilities when this happens.
- 5.3 If you have asked to collect the Goods from Our premises, you can collect the Goods from Us at any time during Our working hours on weekdays unless by prior appointment.
- 5.4 Delivery of an Order shall be completed when We deliver the Goods to the address you gave Us or you collect them from Us.
- 5.5 If no one is available at your address to take delivery, Our delivery agent will leave a note that the Goods have been returned to their depot, in which case, please follow the instructions on the note or telephone Us to rearrange delivery. Special delivery instructions are followed at Our delivery agent's discretion.
- 5.6 Where no delivery address has been specified or no time for the collection has been agreed by the parties by the time the Goods are ready for delivery or collection or if no one is available at your address to take delivery We may give you notice of availability of the Goods and if you fail to specify in writing a place for the delivery of the Goods or fail to collect the same within 7 days of the said notice the risk in such Goods shall pass immediately to you and the cost of storing and insuring the Goods will be borne by You.
- 5.7 If We are not able to deliver the whole of the Order at one time due to operational reasons or shortage of stock, We will deliver the Order in instalments if you wish. However, if you ask Us to deliver the Order in instalments, We may charge you extra delivery costs. Each instalment shall constitute a separate contract governed by these Terms. If We are late delivering an instalment or one instalment is faulty, that will not entitle you to cancel any other instalment.
- 5.8 The Goods will be your responsibility from the completion of delivery or from when you collect the Goods from Us.
- 5.9 You own the Goods once We have received payment in full.



6. IF THE GOODS ARE FAULTY

If you are a consumer, you have legal rights in relation to Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

7. GUARANTEE OF GOODS

- 7.1 Where the Goods are not manufactured by Us We shall pass on to you any manufacturer's guarantee.
- 7.2 Subject to clause 7.7 where the Goods (excluding wheels) are manufactured by Us (excluding any components not manufactured by Us which are covered by 7.1 above) We will make good either by repair or by the supply of replacement parts (at Our option) defects which arise and which are attributable to faulty materials or workmanship during the period of 12 months from the date of invoice.
- 7.3 Subject to clause 7.7 all of Our wheels carry a warranty as follows:
- (a) Stainless Steel and Chrome wire wheels with a part number ending /3 have a three year structural and two year cosmetic warranty.
 - (b) Stainless Steel and Chrome wire wheels with a part number ending /2 have a two year structural and cosmetic warranty.
 - (c) Painted wire wheels have a two year structural and one year cosmetic warranty.
 - (d) All Workshop Special Orders have a one year structural and cosmetic warranty.
- 7.4 The warranty period commences from the date of invoice. Wheels must be returned in a clean condition within 28 days of a warranty claim. Please note that Our wheels are craftsmen built products and therefore We do require you to have followed Our Cleaning Advice policy which is available in our brochure or on our website or on demand. A failure to follow this Cleaning Advice policy will invalidate the guarantee/warranty.
- 7.5 This guarantee is in addition to your legal rights in relation to the Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.



7.6 Where there is a fault with a tyre supplied by Us We refer you to Tyre Warranty Terms and Conditions which is incorporated into these Terms and is available on demand and which deals with refunds for tyres. This Tyre Warranty does not affect your statutory rights.

7.7 This guarantee does not apply to any defect in the Goods arising from:

- (a) fair wear and tear;
- (b) wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;
- (c) if you fail to operate or use the Goods in accordance with the user or manufacturer instructions;
- (d) any alteration, interference or repair by you or by a third party either to the Goods or to the vehicle to which the Goods are attached;
- (e) any specification provided by you;
- (f) any wheel fitted with tyres other than the manufacturers recommended fitment; or
- (g) use in racing or on race track days or track use or Goods used otherwise than for ordinary road use.

8. PROVIDING SERVICES

8.1 We will make every effort to complete the Services on time. However, there may be delays due to an Event Outside Our Control. See clause 13 for Our responsibilities when an Event Outside Our Control happens.

8.2 We may need certain information from you that is necessary for Us to provide the Services. If you do not, after being asked by Us, provide Us with this information, or you provide Us with incomplete or incorrect information, We may make an additional charge of a reasonable sum to cover any extra work that is required, or We may suspend the Services by giving you written notice. We will not be liable for any delay or non-performance where you have not provided this information to Us after We have asked.

8.3 We may have to suspend the Services if We have to deal with technical problems. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency. This does not affect your obligation to pay for any invoices We have already sent you.

- 8.4 If We design the Product for you, We will own the copyright, design right and all other intellectual property rights in the Product and any drafts, drawings or illustrations We make in connection with the Product for you.

9. IF THERE IS A PROBLEM WITH THE SERVICES

- 9.1 In the unlikely event that there is any defect with the Services:
- (a) please contact Us and tell Us as soon as reasonably possible;
 - (b) please give Us a reasonable opportunity to repair or fix any defect; and
 - (c) We will use every effort to repair or fix the defect as soon as reasonably practicable.
- 9.2 If you are a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care, or if the materials We use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

10. PRICE AND PAYMENT

- 10.1 The price of the Goods and/or the Services will be set out in Our price list in force at the time We confirm your Order. Our prices may change at any time, but price changes will not affect Orders that We have confirmed with you. If Goods are not listed on Our price list then the price will be as quoted. Prices quoted by Us remain valid for the period of 30 days.
- 10.2 These prices exclude VAT. However, if the rate of VAT changes between the date of the Order and the date of delivery or performance, We will adjust the rate of VAT that you pay.
- 10.3 The prices for the Goods and Services exclude delivery costs, which will be added to the total amount due.
- 10.4 It is always possible that, despite Our best efforts, some of the Goods and/or Services We sell may be incorrectly priced. We will normally check prices as part of Our despatch procedures so that, where the Goods' and/or Services' correct price is less than Our stated price, We will charge the lower amount when dispatching the Goods and/or Services to you. If the Goods' and/or Services' correct price is higher than the price stated, We will contact you to tell you and for your instructions. If the pricing error is obvious and unmistakeable



and could have reasonably been recognised by you as a mispricing, We do not have to provide the Goods and/or Services to you at the incorrect (lower) price.

- 10.5 Where We are providing Goods and/or Services to you, (and clause 10.6 does not apply) you must make payment for Goods and/or Services in advance before delivery.
- 10.6 Where Goods and/or Services are provided to you and you have an account with Us payment must be received on or before the last day of the calendar month immediately following the date of the invoice.
- 10.7 In the event that payment is overdue for Goods and/or Services supplied by Us, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy We may have, We may at any time require you to deliver up the Goods and, if you fail to do so promptly, enter any premises of yours or of any third party where the Goods are stored in order to recover them.
- 10.8 If you do not make any payment due to Us by the due date for payment, We may charge interest to you on the overdue amount at the rate of 1.5% per month. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount.
- 10.9 However, if you dispute an invoice in writing in good faith and contact Us to let Us know promptly after you have received an invoice that you dispute it, clause 10.8 will not apply for the period of the dispute.

11. OUR LIABILITY TO YOU WHERE YOU ARE A CONSUMER

- 11.1 If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and Us at the time we entered into this contract.
- 11.2 We only supply the Goods and/or Services for domestic and private use. You agree not to use the Goods and/or Services for any commercial, business or re-sale purpose, and We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

11.3 Where we have:

- (a) supplied Goods which are either adapted or manufactured by Us to your own specifications or which do not conform to the vehicle manufacturer's standard or recommended design and/or specifications; or
- (b) carried out adaptations, modifications or alterations to goods already belonging to you to your own specifications or which do not conform to the vehicle manufacturer's standard or recommended design and/or specifications; or
- (c) supplied Goods which are used by You for racing or on race track days or for track use or otherwise than for ordinary road use; or supplied to you Goods for fitting to or for use in connection with a motor vehicle or motorcycle which has been customized or modified in such a ways as to no longer conform or comply with the particular vehicle manufacturer's standard design or specifications

then We will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the supply of such Goods and/or Services, or the making of such adaptations, modifications or alterations.

11.4 For the avoidance of doubt We do not exclude or limit in any way Our liability for:

- (a) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 and by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- (d) breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and
- (e) defective products under the Consumer Protection Act 1987.

12. OUR LIABILITY IF YOU ARE A BUSINESS

This clause 12 only applies if you are a business customer.

12.1 Where, at your request, we have:



- (a) supplied Goods which are either adapted or manufactured by Us to your own specifications or which do not conform to the vehicle manufacturer's standard or recommended design and/or specifications; or
- (b) carried out adaptations, modifications or alterations to goods already belonging to you or to Goods supplied by Us to you pursuant to this contract; or
- (c) supplied to you Goods for fitting to or for use in connection with a motor vehicle or motorcycle which has been customized or modified in such a ways as to no longer conform or comply with the particular vehicle manufacturer's standard design or specifications;

We will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the supply of such Goods or Services, or the making of such adaptations, modifications or alterations.

12.2 Nothing in these Terms limit or exclude our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- (d) defective products under the Consumer Protection Act 1987.

12.3 Subject to clause 12.2, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the supply of Goods or Services for:

- (a) any loss of profits, sales, business, or revenue;
- (b) loss or corruption of data, information or software;
- (c) loss of business opportunity;
- (d) loss of anticipated savings;
- (e) loss of goodwill; or
- (f) any indirect or consequential loss.

12.4 Subject to clause 12.2 and clause 12.3, our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods and/or Services.



- 12.5 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Goods. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes.

13. EVENTS OUTSIDE OUR CONTROL

- 13.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.
- 13.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.
- 13.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:
- (a) We will contact you as soon as reasonably possible to notify you; and
 - (b) Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our delivery of Goods to you, We will arrange a new delivery date with you after the Event Outside Our Control is over. Where the Event Outside Our Control affects Our performance of Services to you, We will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.
- 13.4 You may cancel the contract if an Event Outside Our Control takes place and you no longer wish Us to provide the Goods and/or Services. Please see your cancellation rights under clause 14. We will only cancel the contract if the Event Outside Our Control continues for longer than 4 weeks in accordance with Our cancellation rights in clause 14.

14. YOUR CANCELLATION RIGHTS IF YOU ARE ACTING AS A CONSUMER

- 14.1 If you are a consumer, you have a legal right to cancel a Contract under the Consumer Protection (Distance Selling) Regulations 2000) during the period set



out below in clause 14.2. This means that during the relevant period if you change your mind or for any other reason you decide you do not want to keep the Goods, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract is available from your local Citizens' Advice Bureau or Trading Standards office. However, this cancellation right does not apply in the case of any made-to-measure or custom-made products.

- 14.2 Your legal right to cancel a Contract starts from the date when the Contract between us is formed. If the Goods have already been delivered to you, you have a period of 7 (seven) working days in which you may cancel, starting from the day after the day you receive the Products. Working days means that Saturdays, Sundays or public holidays are not included in this period.
- 14.3 To cancel a Contract you must contact us in writing. You may use the email address info@mwsint.com or write to us at Units 1-4 Elder Way, Waterside Drive, Langley, Slough SL3 6EP.
- 14.4 You will receive a full refund of the price you paid for the Goods and any applicable delivery charges you paid for. We will process the refund due to you as soon as possible and, in any case, within 30 calendar days of the day on which you gave us notice of cancellation.
- 14.5 If you have returned the Products to us under this clause 14 because they are faulty or mis-described, we will refund the price of defective Goods in full, any applicable delivery charges, and any reasonable costs you incur in returning the item to us.
- 14.6 We refund you by the method that you used to pay Us.
- 14.7 If the Goods were delivered to you:
- (a) you must return the Goods to us as soon as reasonably practicable;
 - (b) unless the Goods are faulty or not as described, you will be responsible for the cost of returning the Goods to us;
 - (c) you have a legal obligation to keep the Goods in your possession and to take reasonable care of the Goods while they are in your possession.
- 14.8 For the avoidance of doubt there are no rights of cancellation where you are a Business and the ability to cancel is at Our absolute discretion.



15. OUR CANCELLATION RIGHTS

- 15.1 If We have to cancel an Order for Goods (including made-to-measure Goods) and/or Services before the Services start or the Goods are delivered:
- (a) We may have to cancel an Order before the start date for the Services or before the Goods are delivered, due to an Event Outside Our Control or the unavailability of stock or (in the case of Services) key personnel or key materials without which We cannot provide the Services. We will promptly contact you if this happens.
 - (b) If We have to cancel an Order under clause 15.1(a) and you have made any payment in advance for Services that have not been provided to you, or Goods that have not been delivered to you, We will refund these amounts to you.
 - (c) Where We have already started work on your Order for Services or made-to-measure Goods by the time We have to cancel under clause 15.1(a), We will not charge you anything and you will not have to make any payment to Us.

16. INFORMATION ABOUT US AND HOW TO CONTACT US

- 16.1 We are a company registered in England and Wales. Our company registration number is as set out above and Our registered office is at 55 Station Road, Beaconsfield HP9 1QL.
- 16.2 If you have any questions or if you wish to cancel an Order or if you have any complaints, please contact Us. You can contact Us by telephoning Our customer service team at 01753 549360 or by e-mailing Us at info@mwsint.com.
- 16.3 If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the contract), you can send this to Us by e-mail, by hand, or by pre-paid post to Us at Units 1-4 Elder Way, Waterside Drive, Langley, Slough SL3 6EP. We will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address you provide to Us in the Order.

17. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 17.1 We will use the personal information you provide to Us to:
- (a) provide the Goods and/or Services;
 - (b) process your payment for such Goods and/or Services; and



- (c) inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.

17.2 You agree that We may pass your personal information to credit reference agencies and that they may keep a record of any search that they do.

17.3 We will not give your personal data to any other third party.

18. OTHER IMPORTANT TERMS

18.1 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.

18.2 You may transfer the benefit of the guarantee in clause 7.1 to any purchaser of your property. You may only transfer your other rights or your obligations under these Terms to another person if We agree in writing.

18.3 This contract is between you and Us. No other person shall have any rights to enforce any of its terms. However, the purchaser of your property will have the benefit of the guarantee at clause 7.1 if you transfer it to them, but We and you will not need their consent to cancel or make any changes to these Terms.

18.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

18.5 If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.

18.6 These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts.

Tyre Warranty Terms and Conditions

In order to make a valid claim tyres covered by a manufacturer's guarantee against defects must be reported to Motor Wheel Service International Ltd (MWS) at the customer's earliest convenience and returned to MWS either in person or collected by a carrier of the company's choice within seven days of notification.

Tyres must be returned meeting or exceeding the minimum legal requirement of 1.6 mm tread depth remaining.

Tyres returned as faulty may be subject to a manufacture's inspection.

**Please note: Due to inspection methods used by manufacturers
tyres maybe left unusable even if not faulty.**

If the tyres **are not** found to be at fault, the customer will be liable for all relevant:

- costs of replacement tyres
- fitting and balancing charges
- collection and delivery carriage charges

If the tyres **are** found to be faulty, MWS will pass on to the customer:

- a proportion of the cost of the tyres based on the percentage of usable tread remaining
- up to 50% of the fitting and balancing charges
- up to 50% of all relevant collection and delivery carriage charges

The customer is liable for the remainder.

