PNEUS ONLINE™ TRADING
Terms and conditions applicable to consumers for the sales of goods and services in the motor industry area in Europe (E.U.) and Switzerland.

PNEUS ONLINE™ TRADING is a limited partnership under Dutch law with a capital of 100,00 EUR, whose registered office is situated at Alexanderstraat 23, 2514JM the Hague (Netherlands). Registered at the business registry in the Hague under number 27322651. The purpose of the business is the sales of goods and services in the motor industry area at competitive prices via its website.

PNEUS ONLINE™ TRADING is the Dutch subsidiary of PNEUS ONLINE SUISSE, a company with a capital of CHF 100,000.00, whose registered office is at Rue Alexandre Gavard 16, 1227 Carouge (Switzerland). Registered at the business and companies registry in Geneva under number CH-660-6159008-9. The purpose of the business is identical to that of its subsidiary (see above).

1. Extent, duration and validity of the offer
The geographical area covered by the PNEUS ONLINE TRADING - PNEUS ONLINE/PRO offer is only valid in the U.K.. The offer is valid as long as stocks last.

The offer is valid for customers who have opened a PRO account on the PNEUS ONLINE/PRO site. A PRO account may be opened by filling in our form providing such required information as: Company name, Company number, certificate of incorporation.

PNEUS ONLINE TRADING reserves the right to refuse to open an account for a customer for any legitimate reason, and notably in the event of the non-conformity or insufficiency of the required documents or inability to verify them with the authorities.

2. Products
Motor items sold on PNEUS ONLINE TRADING website carry E certification symbol and are exclusively new products. PNEUS ONLINE TRADING does not sell second-hand products (eg. Retread tyres).**Pictures for illustration only.**

3. Order
The customer is bound by the information supplied by him when placing the order. In the event that the recipient's details are entered incorrectly, PNEUS ONLINE TRADING cannot be held responsible for any inability to deliver the product. No change of delivery address for the package(s) will be accepted, after the order has been paid for. The customer may, however, at his own risk, request a change of delivery address from the transport company. In that case, PNEUS ONLINE TRADING cannot accept responsibility for any errors in delivery or loss of the packages by the transport company.

PNEUS ONLINE TRADING reserves the right to refuse any order from a client for legitimate reasons. **The order will become valid and be processed only after payment of the billed amount is received in the company's account.**

4. Confirmation, cancellation, stock outages

Confirmation of the order by email

Once the order is placed, the customer receives confirmation of all the elements of the contract within twenty-four (24) hours **in an automatically generated email** sent to the email address advised.

Cancellation of order

By making payment for the order, the customer accepts our terms and conditions of sale in their entirety. The cancellation of an order after processing will involve the customer being charged a handling fee **(22.00 GBP excl. VAT per tyre).** Only PNEUS ONLINE TRADING is authorised to confirm the date on which an order was processed and the date the items were shipped.

Stock outages

Considering the important volume of daily order processing, PNEUS ONLINE TRADING does not guarantee absolute availability of products and services ordered.
PNEUS ONLINE TRADING commits itself to processing the orders placed on the website while quantities last. In case the product or service ordered is not available anymore, PNEUS ONLINE TRADING will contact and inform the customer as soon as possible.

In case of no stock, PNEUS ONLINE TRADING will contact the customer at its earliest possible convenience in order to suggest a change of reference or a cancellation.

In case of an order modification, PNEUS ONLINE TRADING will adjust the amount (overdue/due) according to the new reference chosen and will confirm the modified order by email.

5. Shipping
Tyres and wheels are delivered free of charge. **Delivery times are approximately three (3) to five (5) working days and are given as an indication only.** As a result, exceeded delivery times can under no circumstances result in the payment of damages, retentions, or the cancellation of orders in progress.
Wheels are delivered in single parcels. Nuts and bolts are all in one of the boxes. On the date of delivery, the consignee must right down on the screen or/and on the delivery bill, the number of parcel(s) recieved, as well as comments in case of damaged or incomplete parcel(s), if necessary.

Attempted delivery notice: in the event that the customer does not present himself at the transport company or PNEUS ONLINE TRADING by contact form, within 3 to 4 days of the first attempted delivery notice, the items will be returned to PNEUS ONLINE TRADING's depot. **The order will be refunded after deduction of the return fees of 22.00 GBP excl. VAT per tyre.**

In the case of missing or damaged products upon delivery, the customer must note this in writing on the delivery note which he should request from the transport company delivery driver. Then the customer must inform PNEUS ONLINE TRADING of these reservations, by contact form, telephone or registered letter with recorded delivery, addressed to the hotline service at PNEUS ONLINE TRADING: PNEUS ONLINE, 71 chemin du moulin Carron 69570 DARDILLY, **within 48 hours of the delivery. If no discrepancy is written on the delivery note, no claim will be considered by PNEUS ONLINE TRADING.**

6. Withdrawal
The customer has seven (7) days in which to reconsider. PNEUS ONLINE TRADING undertakes to refund any product returned within the statutory period.
The collection of tyres and their return will be done by a transport company at the request of PNEUS ONLINE TRADING. **Return costs of (22.00 GBP excl. VAT per tyre) are the customer's responsibility.** The retraction period runs from the day the products are delivered, the customer's signature on the dated delivery note establishing the delivery date. **Products will only be accepted back or exchanged if in their original condition. Once fitted or damaged, the rims will not be returned or refunded. Wheels must be returned in their original package, with no valve and no a lead weight.**

7. Return of goods
Tyres
The customer may refuse delivery or request that the goods are returned should the products delivered not correspond to the products ordered. Requests for the return of

goods must be made within seven (7) working days from the date of delivery, the customers signature on the delivery note establishing the delivery date. **Collection of the goods and their return will be done by a transport company at the request of PNEUS ONLINE TRADING.**

No action for their return should be taken by the customer alone. If the products are found not to conform, the customer will receive new products corresponding to the original order within fifteen (15) working days. If there is no stock available, the customer may request a refund or choose another available product. In that case the price difference will be billed or refunded to the customer. **Products will only be accepted for return or exchange if in their original condition.**

In the event of an error on the customer's part when placing his order (size, index, brand, profile, quantity, addresses), **the cost of return of 22 GBP per tyre excl. VAT will be billed to the customer and deducted from the refund after return of the tyres.** The customer must then place a new order for the correct reference using his credit note or request a refund in accordance with the conditions above.

Accessories and Wheels
In case of cancellation of the order by the Pro Customer, PNEUS ONLINE TRADING will organize the collection and refund of the order. Order will be refunded after deduction of 22 GPB per wheel.
The person who receive the alloy wheels parcels must, before signing the bill of delivery, remove the products from their packaging and check by himself the compliance of the product with the order and the lack of damage on the rims.
Wheels must be returned in their original package and in any case in a packaging protecting them from shocks during the transport.

8. Use of products
Taking into account the specific and highly technical nature of the products sold by PNEUS ONLINE TRADING, the customer is bound to respect the instructions and recommendations concerning safety and reliability relating to their use (vehicle, inflation, pressure, etc.) and the fitting and storage of the tyres. **PNEUS ONLINE TRADING can in no way be held responsible for the incorrect fitting of tyres and their use in abnormal conditions.**

9. Product Guarantee
Tyres
Products sold by PNEUS ONLINE TRADING come with a manufacturer's guarantee.
The customer has seven (7) working days from the date of delivery in which to check the conformity of the products. **PNEUS ONLINE TRADING undertakes to exchange any defective product within the statutory period if:**

- a defect is identified upon delivery. The customer must then inform PNEUS ONLINE TRADING within a period of seven (7) working days from the date of delivery.
- the fault is identified during fitting, on condition that fitting is done within seven (7) days of the date of delivery.
-a manufacturing fault appearing after fitting must be advised in writing, dated and signed by a motor trade professional.

Beware!
- No claim for deformity following incorrect storage of tyres delivered more than (7) working days previously will be considered.
-Bulges (small lumps on the side) observed on tyres that have been fitted and driven, are not covered by the manufacturer's guarantee nor by PNEUS ONLINE TRADING.

ACCESSORIES ALLOY RIMS
In case of manufacturing defect, the customer must inform PNEUS ONLINE TRADING via contact form, fax or registered letter to Hotline Support PNEUS ONLINE TRADING, 71 chemin du moulin Carron, 69570 DARDILLY, FRANCE
PNEUS ONLINE TRADING will transmit to the customer a return number to write on the parcel which will be collected by a carrier on behalf of PNEUS ONLINE TRADING.
PNEUS ONLINE TRADING commits itself to send new rims or provide a full refund as soon as possible.

9. LIABILITY
9.1 Subject to clause 8 and 9.2, if we fail to comply with these terms and conditions, we shall only be liable to you for the purchase price of the Products

9.2 Nothing in this agreement excludes or limits our liability for:

(a) death or personal injury caused by our negligence;
(b) fraud or fraudulent misrepresentation;
(c) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979;
(d) defective products under the Consumer Protection Act 1987; or
(e) any other matter for which it would be illegal for us to exclude or attempt to exclude our liability

10. Prices
Discount on volume purchases: In the event of a large order (at one time), PNEUS ONLINE TRADING will apply reductions in relation to the order basket:
over GBP 800 before VAT => 2% additional reduction on the base price list before VAT
over GBP 1,200 before VAT => 2.5% additional reduction on the base price list before VAT
over GBP 1,600 before VAT => 3% additional reduction on the base price list before VAT

11. Payment
Payment must be made by debit/credit card or bank transfer for orders in the U.K.. The customer should refer to the "Payment guarantees" section for PNEUS ONLINE TRADING's bank details. A confirmed order will only be considered as effective when PNEUS ONLINE TRADING's bank account is credited with the payment (allow 24 to 48 hours for bank transfers).

12. Legal Information
In agreement with the Directive 95/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data, the customer has a right to access and rectify any personal data concerning him/her at any time. Information communicated by clients are destined to the sole use of PNEUS ONLINE TRADING which will have to transmit all or part of the information to its business partner with the aim of order processing, order shipping or providing service to its clients.
Personal data collected by PNEUS ONLINE TRADING shall not be sold or communicated to external contacts for advertising purposes.

13. Settlement of disputes and applicable law
These terms and conditions are governed by English law. In the event of a dispute, the customer should first contact PNEUS ONLINE TRADING, with a view to finding an amicable solution. In the event of failure to find an amicable solution, all disagreements and disputes arising from contracts concluded between PNEUS ONLINE TRADING and the customer will be submitted to the competent courts.

14. Valid jurisdiction
The legal inadmissibility of one of the preceding clauses will not mean the legal inadmissibility of other clauses. I acknowledge that I have taken note, whilst placing my order and prior to any commitment, of the terms and conditions of sale displayed on this screen and expressly declare that I accept them without reservation.