

Hankook Tyre U.K. Limited

Terms & Condition of Sale “These Conditions”

1 DEFINITIONS

In these Conditions:

“the Company”	means Hankook Tyre U.K. Limited (company registration number 02813126)
“the Contract”	means any contract, whether oral or in writing, between the Company and the Customer for the supply of goods
“the Customer”	means any person, firm or company from whom the Company receives an order for the Products
“the Products”	means any goods to be sold by the Company to the Customer pursuant to a Contract
“Working Day”	means Monday to Friday in each week, excluding any English public or bank holidays

2 APPLICATION OF CONDITIONS

- 2.1 These Conditions apply to any Contract to the exclusion of any other terms and conditions including any endorsed on, delivered with or contained in the Customer’s purchase order. All future orders accepted by the Company from the Customer will be deemed to have been made on the terms set out in these Conditions.
- 2.2 In any event, acceptance of the delivery of Products by the Customer will be deemed to be acceptance by the Customer of these Conditions.

3 ORDERS AND QUOTATIONS

- 3.1 No Contract for the sale of Products will come into existence unless or until the Company accepts the Customer’s order. Unless the Company notifies the Customer otherwise, the order will be deemed accepted one working day after the date of receipt by the Company of the order,

- 3.2 Where the Company has given a quotation for the Products, the Company agrees to accept any order received by the Company in writing pursuant to that quotation within 30 days of the date of the quotation unless otherwise stated on the quotation.

4 DELIVERIES

- 4.1 The Company will use its reasonable endeavours to effect delivery of Products within any stated delivery period but shall not be liable to the Customer in damages or otherwise for any delay or failure in making deliveries.
- 4.2 The Company will arrange for Products to be delivered to the Customer's premises within mainland UK free of charge but will have the right to charge the Customer for additional costs incurred in making deliveries to any other delivery address stipulated by the Customer.
- 4.3 The Company also reserves the right to apply a minimum order surcharge to small orders to cover additional handling and delivery costs.
- 4.4 If the Customer fails to take delivery of Products delivered in accordance with the Contract, the Company will be entitled to making a re-stocking charge to the Customer equivalent to 10% of the invoice value.
- 4.5 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Company shall not be liable for any delay in delivery of the Products that is caused by a Force Majeure Event or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.
- 4.6 The Company may deliver the Products by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5 SHORT DELIVERY & DAMAGE

- 5.1 Any claims for short delivery of Products must be recorded on the delivery documentation and signed by or on behalf of the Customer and the person effecting the delivery. The Customer must notify the Company immediately by phone or email and return copies of the delivery documentation together with its written claim to the Company within 3 Working Days after delivery.
- 5.2 The Customer is responsible for checking that Products delivered are not damaged or defective at the time of delivery and must notify the Company in writing within 5 Working Days after delivery of any claim that the Products are either damaged or defective.
- 5.3 Any failure by the Customer to comply with the time periods mentioned in this clause may compromise the ability of the Customer to receive replacement or refunds.

6 RETURNS

- 6.1 The Customer may not return unwanted Products to the Company without the Company's prior written agreement, which the Company (at its entire discretion) may make subject to:

- 6.2 The placing of a compensating order by the Customer in the ratio of 2 Products of similar value for 1 Product returned; and/or
- 6.3 A re-stocking charge of 10% of the value at which the returned Products were originally supplied; and/or
- 6.4 Evidence of original supply by the Company in the form of an invoice number; and/or
- 6.5 The returned Products being in “as new” condition, current stock and not less than 3 months having expired since the date of delivery.

7 RISK AND OWNERSHIP

- 7.1 Title to the Goods shall not pass to the Customer until the earlier of:
 - 7.1.1 the Company receives payment in full (in cash or cleared funds) for the Products and any other goods or products that the Company has supplied to the Customer, in which case title to the Products shall pass at the time of payment of all such sums; and
 - 7.1.2 the Customer resells the Products, in which case title to the Products shall pass to the Customer at the time specified in clause.
- 7.2 Until title to the Products has passed to the Customer, the Customer shall:
 - 7.2.1 store the Products separately from all other goods and products held by the Customer so that they remain readily identifiable as the Company's property;
 - 7.2.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Products;
 - 7.2.3 maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - 7.2.4 notify the Company immediately if it becomes subject to any of the events mentioned in clause 7.5; and
 - 7.2.5 give the Company such information as the Company may reasonably require from time to time relating to:
 - a) the Products; and
 - b) the ongoing financial position of the Customer.
- 7.3 The Customer may resell or use the Products in the ordinary course of its business at normal trade prices (but not otherwise) before the Company receives payment for the Products. However, if the Customer resells the Products before that time:
 - 7.3.1 it does so as principal and not as the Company's agent;

7.3.2 it shall hold any monies received, to the extent of the purchase price of the Product as bare trustee for the Company; and

7.3.3 title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.

7.4 The Customer's right to possession of the Products shall terminate immediately if any winding-up proceedings are commenced in relation to the Customer (whether compulsorily or voluntarily), or if a petition for an administration order is presented in respect of the Customer, or if the Customer enters into any arrangement or composition with its creditors generally, or if the Company has reasonable grounds for suspecting that the Customer is insolvent within the meaning of the Insolvency Act 1986.

7.5 If the Customer's right to possession of the Products is terminated, the Customer grants the Company the right to enter on any premises where it reasonably believes the Products to have been stored and to retake possession of the Products and any other goods or products supplied by the Company. This right is in addition to and not in substitution for the Company's right to recover payment for the Products.

8 PRICE

8.1 Subject to clause 8.2, the Products will be supplied at the price in force at the time the Customer's order is received. The Company reserves the right to vary or amend its prices from time to time as it sees fit, without prior notification to the Customer. The Company will endeavour to provide updates on pricing in writing to the Customer.

8.2 The Company may, by giving notice to the Customer at any time after the receipt of an order, and before delivery, increase the price of the Products to reflect any increase in the cost of the Products that is due to:

8.2.1 any factor beyond the Company's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

8.2.2 any request by the Customer to change the delivery date(s), quantities or types of Products ordered; or

8.2.3 any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate or accurate information or instructions.

8.3 All prices quoted by the Company are quoted exclusive of VAT which shall be added to the sale price at the rate applicable on the date of supply.

9 PAYMENT

9.1 The Customer must pay the full amount of any invoice rendered by the Company by the due date.

9.2 The Company reserves the right to suspend delivery of any outstanding orders if any sums due from the Customer remain unpaid after the due date for payment.

- 9.3 The Company further reserves the right to charge interest on the unpaid balance of any invoice at a rate of 8% above the base lending rate of Royal Bank of Scotland PLC from time to time from the date of the Company's invoice until the date of actual payment.
- 9.4 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 9.5 Any query concerning invoice totals must be raised by the Customer in writing within 14 days of the date of the invoice, but in no circumstances will such a query entitle the Customer to delay, withhold or avoid payment, unless the Company agrees otherwise in writing. The Company will promptly address and resolve all valid queries raised by a Customer.

10 WARRANTY AND LIMITATION OF LIABILITY

10.1 The Company warrants that the Products:

- 10.1.1 are of satisfactory quality within the meaning of the Sale of Goods Act 1994;
- 10.1.2 comply with any technical data provided by the Company or by the manufacturer of the Products in relation to them;
- 10.1.3 comply with any description applied to the Products in any brochure or other publicity or promotional material issued by the Company;
- 10.1.4 are reasonably fit for any particular purpose for which the Customer is buying the Products, provided that the Customer has given full details of the purpose to the Company in writing, and the Company has confirmed in writing that the Products will meet that purpose.

10.2 All other warranties, statutory or otherwise, are excluded (to the extent permitted by law) from any Contract made under these Conditions.

10.3 If the Products do not comply with the warranties set out above, the Company may, at its discretion, repair or replace the Products or refund the purchase price of the defective Products to the Customer.

10.4 The Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise arising out of any Contract shall not exceed the value of that Contract. In particular, the Company shall not be liable for any indirect or consequential loss or damage (including loss of profit, loss of business, damage to reputation or depletion of goodwill), costs, expenses or other claims for consequential compensation however caused which arise out of or in connection with any Contract.

10.5 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- 10.5.1 death or personal injury caused by negligence;
- 10.5.2 fraud or fraudulent misrepresentation;
- 10.5.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979; or

11 TERMINATION

- 11.1 Without limiting its other rights or remedies, the Company may terminate this Contract with immediate effect by giving written notice to the Customer if:
- 11.1.1 the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing to do so;
 - 11.1.2 the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - 11.1.3 the Customer suspends, threatens to suspend, ceases, or threatens to cease to carry on all or a substantial part of its business; or
 - 11.1.4 the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 11.2 Without limiting its other rights or remedies, the Company may suspend provision of the Products under the Contract or any other contract between the Customer and the Company if the Customer becomes subject to any of the events listed in clause 11.1, or the Company reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 11.3 Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 11.4 On termination of the Contract for any reason the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Products supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Customer immediately on receipt.
- 11.5 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 11.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

12 FORCE MAJEURE

- 12.1 “Force Majeure” - If either party is prevented, hindered or delayed from or in performing any of its obligations under this Agreement by reason of a force majeure event, it shall advise the other as soon as practicable declaring the extent of the force majeure event, the date of its commencement and the effects of the force majeure event on its ability to perform its obligations under this Agreement and if mutually agreed by the parties then the obligations of the party affected shall thereupon be suspended for so long as the circumstances continue. A party affected by a force majeure event is to use every reasonable effort to minimise the effects thereof and shall resume performance as soon as possible after the removal of such majeure event. If the period of non-conformance exceeds 60 (sixty) days from the receipt of notice of the force majeure event, the party whose performance has not been affected may, by giving written notice, terminate this Agreement forthwith.
- 12.2 For the purpose of this Force Majeure, a “force majeure event” shall mean, in the relation to either party, any circumstances beyond the reasonable control of that party including (but not limited to) acts of God, acts of any governmental or supranational authority, war or national emergency, acts of terrorism, cyber-attack (including ransom ware), seizure under legal process, quarantine, unusually severe weather, accidents to or failure of any aircraft or any machinery or apparatus, riots or civil commotion, fire, explosion, flood, epidemic, pandemic, strikes lock-outs and other industrial disputes (actual or threatened, other than strikes or industrial disputes affecting only personnel of the part in question), and any act, neglect, default or omission of any sub-contractor or person on whom the relevant party relies to perform any of its obligations under this Agreement.

13 GENERAL

- 13.1 If any provision of these Conditions is found by any competent court, tribunal or administrative body to be illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable, and the remaining provisions of these Conditions shall continue in full force and effect.
- 13.2 Failure or delay by the Company in enforcing or partially enforcing any of these Conditions will not be construed as a waiver of any of its rights under the Contract.
- 13.3 Any waiver by the Company of any breach of, or any default under, any of these Conditions by the Customer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.
- 13.4 The parties do not intend that any term of a contract made in accordance with these Conditions will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 13.5 The construction and interpretation of these Conditions shall be governed by English law and the parties agree to submit any dispute arising out of any Contract to the exclusive jurisdiction of the English courts.

13.6 Assignment and other dealings.

13.6.1 The Company may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

13.6.2 The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.

13.7 ENTIRE AGREEMENT

13.7.1 The Contract constitutes the entire agreement between the parties.

13.7.2 Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.