

Aspect Commercial Wheels Limited – Customer Terms and Conditions.

These Terms and Conditions govern the supply of all Goods and Services provided by us to you.

We are: Aspect Commercial Wheels Limited (company registration number 04897050).
Our address is: Unit 5 Forest of Dean Business Estate, Stepbridge Road, Coleford, Gloucestershire, GL16 8PJ, England.
You are: a purchaser of our Goods or Services.

Please read the terms and conditions set out below carefully before opening an account and purchasing Goods or ordering our Services. By opening an account, ordering Goods or Services from us or otherwise using our Website you agree to be bound by these terms and conditions ("Terms and Conditions").

1. Definitions

"Agreement" is a reference to these Terms and Conditions, any quotation and payment instructions provided to you;
"Consumer" means an individual who purchases Goods or Services from us which are not intended for use in a business or trade;
"Customer", "you", "your" and "yours" are references to you the person purchasing any Goods or Services from us;
"Goods" means any vehicle part including wheels, product or item ordered by you from us;
"Services" means the bespoke wheel services that we offer to our Customers;
"Terms and Conditions" means the terms and conditions of supply set out in this document;
"we", "us" and "our" are references to Aspect Commercial Wheels Limited;
"Website" is a reference to the website www.aspectwheels.co.uk which is run and operated by us and on which these Terms and Conditions are displayed.

2. Ordering

- 2.1 Goods or Services may be ordered from us online through the Website or by contacting us by email or telephone.
- 2.2 When ordering any Goods or Services from us you do so in accordance with this Agreement. You are deemed to have accepted the prices of the Goods or Services quoted to you and other terms such as delivery which may have been quoted to you at the time of placing your order.
- 2.3 When ordering from this Website you may be required to provide a username and password. You must ensure that you keep these details secure and do not provide this information to a third party.
- 2.4 Any order that you place with us is subject to product availability and acceptance by us. When you place your order online we will send you an email to confirm that we have received it. This email confirmation will be produced automatically so that you have confirmation of your order details. The fact that you receive an automatic confirmation does not necessarily mean that we will be able to meet your order. Once we have sent the confirmation email we will then check availability and contact you with a further email. If the Goods are available and the details of the order are correct, this email will be deemed an acceptance and will specify delivery details and confirm the price of the Goods purchased. If the Goods are not available we will also let you know by email.
- 2.5 All prices listed on the Website are correct at the time of publication however we reserve the right to alter these in the future. We also reserve the right to alter the Goods available for sale on the Website and to discontinue any product line or service.
- 2.6 We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering from the Website.
- 2.7 Any contract for the supply of Goods or Services is between you and Aspect Commercial Wheels Limited.
- 2.8 You agree to take particular care when providing us with your payment details and you warrant that these details are accurate and complete at the time of ordering. You agree to take particular care when providing address information at the time of ordering. No liability is accepted for orders where delivery information is incorrect, incomplete or misleading.
- 2.9 You must check that the order meets your requirements and that the quantity and specifications of the Goods meet your requirements.
- 2.10 It is your responsibility to ensure that the Goods are suitable for the purpose for which you intend. You must ensure that the Goods purchased are compatible with the relevant vehicle. All Goods sold by us must be installed and used in accordance with the manufacturer's guidelines and recommendations.
- 2.11 Where we accept credit or debit cards, you also warrant that the credit or debit card details that you provide is your own credit or debit card and that you have sufficient funds to make the payment.
- 2.12 It will remain the responsibility of the driver of any vehicle to which wheels are fitted to check wheel nuts to that vehicle's torque specification.

3. Prices and Payment

- 3.1 All prices quoted to you are exclusive of value added tax and delivery charges and will be added to your order where applicable. Prices in printed catalogues may be out of date and should be checked with us prior to ordering. Where prices are listed on the Website they are correct at the time of publication however we reserve the right to alter these in the future.
- 3.2 The total price for Goods or Services ordered, including delivery charges, will be confirmed to you when you place your order.
- 3.3 Full payment must be made for all Goods or Services at the time of placing your order by one of the methods accepted by us. For those Customers who have a credit account with us, payment must be made at the end of the month in which the invoice is sent to you by the payment method we have agreed with you. Please contact us if you would like to open a credit account with us.
- 3.4 For customers with a credit account with us, in the event of a query or dispute with an invoice you must notify us of your query or the nature of your dispute within 7 days of the date of the invoice. Failure to notify us within this time will mean that you are deemed to have accepted the invoice in full and the full amount is due and payable. In the case of valid queries or disputes, you must pay us the undisputed amount by the due date. You are not entitled to set off any sum owing by you under this Agreement against any sum that we may owe you.
- 3.5 Failure to pay on time may result in late payment charges which shall be calculated in accordance with The Late Payment of Commercial Debts (Interest) Act 1998 (as amended) from the date the payment was originally due until the date of actual payment.
- 3.6 If we are not paid an invoice we may charge an administration fee for each letter that we send to you reminding you to pay our invoice.
- 3.7 We may also instruct a debt collection agency or solicitor to collect our payment (including any interest and/or late payment charges) on our behalf. In such circumstances you will be liable to pay an additional sum to us which will not exceed the reasonable costs that we may incur to pay the debt collection agency or solicitor, who will add the sum to your outstanding debt on our behalf.

4. Delivery

- 4.1 Delivery periods quoted at the time of ordering are approximate only and may vary. Goods will be delivered to the address nominated by you at the time of ordering. Time is not of the essence for delivery of any Goods under this Agreement.
- 4.2 All risk in the Goods shall pass to you upon delivery or upon collection where you have elected to collect the Goods from us.
- 4.3 If you fail to accept delivery of the Goods at the time they are ready for delivery, or we are unable to deliver the Goods at the nominated time due to your failure to provide appropriate instructions, documentation, licences, consents or authorisations, then the Goods shall be deemed to have been delivered to you and all risk and responsibility in relation to such Goods shall pass to you. Any storage, insurance and other costs which we incur as a result of the inability to deliver the Goods shall be your responsibility and you shall indemnify us in full for such cost.
- 4.4 You must ensure that at the time of delivery of the Goods adequate arrangements, including labour and access, are in place for the safe delivery of the Goods. We cannot be held liable for any damage, cost or expense incurred to the Goods or premises where this arises as a result of a failure to provide adequate access or arrangements for delivery.
- 4.5 Incomplete orders must be notified to us as soon as possible following delivery and within 3 days of delivery. We will either arrange for the missing items to be delivered to you at no extra cost or refund you the original cost of the missing items.
- 4.6 No refunds of the delivery charge are made for late deliveries.
- 4.7 Where delivery is outside the UK, you may be liable to pay additional tax or duty once the Goods reach your country. This may vary from country to country. Please contact your local customs office for more information.
- 4.8 Please note that Goods may be subject to inspection by your local customs office where delivery is outside the UK.

5. Cancellation and Returns

5.1 Cancellations for non bespoke Goods or Services if you are a Consumer based in the EU only:

- 5.1.1 You have the right to cancel this contract within 14 days without giving any reason. In the case of non bespoke Goods purchased through us, the cancellation period will expire 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you, acquires physical possession of the Goods (or, in the case where you have ordered multiple Goods as part of one order, 14 days from the day on which you acquire, or a third party other than the carrier, acquires physical possession of the last item of the order). For Services, you also have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day of the conclusion of the contract.
- 5.1.2 To exercise your right to cancel you must notify us immediately preferably by email to sales@aspectwheels.co.uk or by calling us on 01594 838080. You must provide us with a clear statement of your decision to cancel this contract. You can also electronically fill in and submit the [model cancellation form](#) or any other clear statement on our Website. If you use this option, we will communicate to you an acknowledgement of receipt of such cancellation by email without delay.
- 5.1.3 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- 5.1.4 We cannot guarantee that we will be able to stop your order once we receive notice of cancellation as the Goods may already have been despatched. In these cases the Goods will need to be returned to us.
- 5.1.5 **Note: where Goods are made to order you do not have the right to cancel the order once this is accepted by us.**

5.2 Effects of Cancellation under clause 5.1:

- 5.2.1 If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).
- 5.2.2 We may make a deduction from the reimbursement for loss in value of any Goods supplied if the loss is the result of unnecessary handling by you.
- 5.2.3 We will make the reimbursement without delay and not later than –
 - 5.2.3.1 14 days after the day we receive back from you any Goods supplied, or
 - 5.2.3.2 (if earlier) 14 days after the day you provide evidence that you have returned the Goods, or
 - 5.2.3.3 if there are no Goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.
- 5.2.4 We will make this reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event you will not incur any fees as a result of the reimbursement. We may withhold reimbursement until we have received the Goods back or you have supplied evidence of having sent back the Goods, whichever is the earliest.
- 5.2.5 You shall send the Goods back or hand them over to us at the following address - Unit 5, Forest of Dean Business Estate, Stepbridge Road, Coleford, Gloucestershire GL16 8PJ, England without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send the Goods back before the period of 14 days has expired.
- 5.2.6 You will have to bear the costs of returning the Goods.
- 5.2.7 You are only liable for any diminished value of the Goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the Goods.
- 5.2.8 For Services, if you requested to begin the performance of Services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation from this contract, in comparison with the full coverage of the contract.

5.3 Cancellations by all other Customers:

- 5.3.1 You have no right to cancel any order placed with us. We may at our absolute discretion accept cancellations on orders. You must notify us immediately of your request to cancel your order and this must be done within 7 days of placing your order. We will notify you if we agree to the cancellation of your order. We reserve the right to charge a re-stocking fee which is equal to 25% of the value of the order to cover administration and handling costs that we may incur in accepting any cancelled order.

- 5.3.2 We reserve the right to cancel your order at any time if the Customer becomes bankrupt, enters into any arrangement with your creditors, or being a company, goes into liquidation or is wound-up, or being a partnership, is dissolved or if, in our reasonable opinion, one of the aforementioned events is likely to occur.
- 5.4 **Returns**
- 5.4.1 You are entitled to return Goods ordered from us within 7 days of receipt of the Goods if the Goods are faulty or damaged. You will be entitled to have the Goods repaired or replaced provided we agree that the Goods are faulty or were delivered to you in a damaged condition and have not been used. Replacement Goods will be charged at the full price.
- 5.4.2 The faulty or damaged Goods must be returned by you to us complete and in the original condition. The reason for the Goods being returned must be given by you. You must ensure that when returning the Goods they are packed adequately and returned with a reputable courier. The cost of the return must be paid for by you.
- 5.4.3 Replacement Goods, refunds or re-credits will be issued within 30 days of receipt by us of the Goods.
- 5.4.4 All Goods returned to us must be sent via a reputable courier adequately packaged and returned to us. All exchange wheels or other parts must be returned within 7 days complete in the cage/plastic box/pallet in which the parts were supplied with the ratchet straps attached. Failing to return the wheels or other parts in this way will result in a surcharge.
6. **Damage in Transit**
- 6.1 You must notify us immediately if Goods are found to be damaged upon delivery. You must keep the Goods within the original packing and make these available for inspection.
- 6.2 In the case of Goods damaged in transit our total liability to you is limited to providing replacement Goods within a reasonable period. You must follow the procedure described under **Returns** above for all damaged Goods.
7. **Title**
- 7.1 Full title in all Goods supplied by Aspect Commercial Wheels Limited shall remain fully vested in us until we receive payment in full for all monies owed to us. We shall be entitled to re-take possession of the Goods in the event of non-payment and you hereby grant to us a non-revocable licence to enter your premises for the purposes of recovering the Goods.
- 7.2 Until such time as the property in the Goods passes to you, you shall hold all Goods supplied to you as our fiduciary agent and bailee, and shall keep all of the Goods properly stored, protected and insured (against the risks for which a prudent owner would insure them and hold the policy on trust for us) and clearly identified as our property. You hereby grant us permission to enter any premises where the Goods may be stored at any time to inspect them.
- 7.3 Until such time as the property in the Goods passes to you, we shall be entitled at any time to require you to return the Goods to us at your cost, and if you fail to do so forthwith, to enter upon any of your premises or any third party premises where the Goods are stored and repossess the Goods using reasonable force if necessary.
- 7.4 You shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain our property, but if you do so all moneys owing by you to us shall (without prejudice to any other right or remedy we may have) forthwith become due and payable.
- 7.5 Until such time as you have paid us all monies owing to us, if you become bankrupt or insolvent, enter into any arrangement with your creditors, or being a company, go into liquidation or are wound-up, or being a partnership, are dissolved or if, in our reasonable opinion, one of the aforementioned events is likely to occur and we notify you of such belief in writing you will no longer be entitled to use and sell any of our Goods and these must be returned to us immediately at your cost or we shall be entitled to re-take possession in accordance with Clause 7.3.
- 7.6 Title to Goods which have been returned to us under **Cancellation and Returns** and in respect of which we have provided a substitute or paid a refund will transfer to us upon despatch of a replacement or the date of the refund as appropriate.
8. **Limitation of Liability**
- 8.1 We disclaim any and all liability to you for the supply of the Goods or provision of Services to the fullest extent permissible under applicable law. This does not affect your statutory rights as a Consumer. If we are found liable for any loss or damage to you such liability is limited to the amount you have paid for the relevant Goods or Services. We cannot be held liable for any charges or costs that you may incur as a result of ordering the wrong wheel or part.
- 8.2 We shall not be held liable for any failure or delay in delivering Goods or providing Services where such failure arises as a result of any act or omission which is outside our reasonable control such as an act of God or those of third parties which shall include, but is not limited to, any labour strikes, bad weather conditions, fires, governmental actions, war or terrorist acts.
- 8.3 We do not accept liability for any indirect loss, consequential loss, loss of data, loss of income or profit, loss or damage to property and/or loss from claims of third parties arising out of the use of the Goods purchased from us or the Services we have provided.
- 8.4 We shall not be held liable for any misrepresentations other than fraudulent misrepresentations.
- 8.5 Under no circumstances will we accept liability for any loss, damage or expense suffered or incurred by you as a result of any of our Goods being fitted or installed by any third party.
- 8.6 We will pass on to you the benefit of any manufacturer warranty which is provided with the Goods and no other warranty is hereby expressed or implied in respect of the Goods or Services.
- 8.7 Nothing in these Terms and Conditions shall limit our liability for personal injury or death caused by us.
9. **Your Information**
- 9.1 Where we have requested information from you to provide the Goods or Services, you agree to provide us with accurate and complete information.
- 9.2 You authorise us to use, store or otherwise process your personal information in order to provide the Goods or Services to you and for marketing purposes (the "Purpose"). The Purpose may include the disclosure of your personal information to third parties from time to time where this is required by law or in order to provide the Goods or Services to you.
- 9.3 You are entitled to request a copy of the personal information we hold on you. Please contact us if you wish to request this information.
- 9.4 All personal data is stored and managed in accordance with our Privacy Policy which you can obtain by contacting us.
10. **Complaints**
- We hope that you will not have any complaints about our Goods or Services however if you do have an issue please contact us at sales@aspectwheels.co.uk and we will do our best to respond within 5 business days.
11. **General**
- 11.1 We may assign, subcontract or novate any part or parts of our rights and obligations under these Terms and Conditions and this Agreement without your consent or any requirement to notify you.
- 11.2 We reserve the right to cancel or reduce any order which may have been accepted by us where, due to circumstances beyond our control it is not possible to deliver the Goods or perform the Services.
- 11.3 The Terms and Conditions, any order form and payment instructions constitute the entire agreement between you and us. No other terms, representations, promises or statements whether expressed or implied shall form part of this Agreement including for the avoidance of doubt, any terms and conditions which the Customer tries to apply in any purchase order, confirmation of order, specification or other document or communication. In the event of any conflict between these Terms and Conditions and any other term or provision, these Terms and Conditions shall prevail.
- 11.4 Any variation to these Terms and Conditions shall only be valid if made in writing and signed by an authorised representative of Aspect Commercial Wheels Limited.
- 11.5 If any term or condition of our Agreement shall be deemed invalid, illegal or unenforceable, the parties hereby agree that such term or condition shall be deemed to be deleted and the remainder of the Agreement shall continue in force without such term or condition.
- 11.6 These Terms and Conditions and our Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties hereto submit to the exclusive jurisdiction of the courts of England and Wales.
- 11.7 No delay or failure on our part to enforce our rights or remedies under the Agreement shall constitute a waiver on our part of such rights or remedies unless such waiver is confirmed in writing.
- 11.8 It is not intended that the undertakings and obligations of the parties set out in this Agreement shall be for the benefit of and capable of being enforced by any other person by virtue of the Contracts (Rights of Third Parties) Act 1999.