



LODGE TYRE

EST 1935

Co.Ltd



Registered Office: Lodge House, University Court, Staffordshire Technology Park, Stafford ST18 0GE Tel: 01785 413500 Fax: 01785 226141
Website: www.lodge tyre.com Email: sales@lodge tyre.com

ALL ACCOUNTS 30 DAYS EOM

NEAREST LODGE DEPOT _____ **DATE** _____

Name Of Company: _____

Company Registration No: _____

Registered Office: _____

Invoice Address: _____

Contact For Service: _____ Position: _____

Telephone: _____ Fax: _____ Email: _____

Contact For Accounts: _____ Position: _____

Contact for Purchase Order Numbers: _____

Telephone: _____ Fax: _____ Email: _____

Amount Of Credit Required Monthly: _____

Name And Address Of Bank: _____

Account No: _____ Sort Code: _____

NAMES AND ADDRESSES OF TWO TRADE CREDITORS:

(Please note that we are unable to accept fuel suppliers as Trade Creditors)

(1) _____

_____ Tel. No. _____ Fax. No. _____

(2) _____

_____ Tel. No. _____ Fax. No. _____

Name: _____

Signed: _____ Position: _____

By signing this form you are agreeing to our Conditions of Sale as printed on the reverse of this form



THE LODGE TYRE COMPANY LIMITED
CONDITIONS OF SALE AND BUSINESS ARRANGEMENTS

Conditions of Sale

1. Interpretation

In these conditions of sale:

- (a) The expression 'Lodge Goods' means any goods sold or supplied by the Company to the Customer.
- (b) the expression 'person' includes all individuals, firms, partnerships and bodies corporate.
- (c) The expression 'The Company' means The Lodge Tyre Company Limited.
- (d) The expression 'The Customer' means a person to whom the Company sells or supplies Lodge Goods, and includes the servants or agents of any such person.

2. Application of Conditions

All sale or supplies of Lodge Goods by the Company are subject to these Conditions of Sale and no other terms and conditions shall apply to any sale or supply by the company unless it is expressly agreed in writing by a person so authorised to act on behalf of the Company. Acceptance by the customer of Lodge Goods shall constitute acceptance of these conditions of sale. In the case of any conflict, discrepancy or difference between any provision contained in these Conditions of Sale or documents incorporated herein or any terms or conditions therein, and any provision of any other written Agreement (the other Agreement) governing the supply of these goods or the provision of these services, the provisions in the other Agreement shall always prevail.

3. Price Conditions and Terms

The Company reserves the right to change without notice its prices, these Conditions of Sale and any terms which it allows the customer. Lodge Goods are sold at the prices and terms applicable at the date of despatch of such Lodge Goods.

4. Delivery

Whilst every effort will be made to fulfil orders, the acceptance by the Company of an order for goods shall not bind the Company to make delivery of such goods, and the Company shall not be liable for any delay or failure to make delivery.

5. Carriage

Unless the Customer otherwise directs, in which case additional cost shall be borne by the Customer then:

- (a) The Company will not consign or otherwise deliver Lodge Goods except to the address of the Customer.
- (b) Carriage to destinations in Great Britain and Northern Ireland will be paid by the Company.

6. Packing

Pallets on or in which Lodge goods are delivered to the customer must be paid for at the price involved unless returned carriage-paid and without loss or damage within one month of delivery. Where such items are returned to the company within these terms and conditions a suitable credit will be given against future invoices, otherwise no such credit will be allowed.

7. Claims for Damage, Shortage, Loss

Damage or partial loss must be advised in writing to the Company within 14 days of receipt of the Lodge Goods. Non-delivery of goods must be advised in writing to the company within 14 days of receipt of the invoice. Details of loss or damage must, in all cases, be shown on the carrier's and/or company documents accompanying the goods. All observations should be signed and dated both by the consignee and the carrier. No claim for lost or damaged goods or in respect of shortages will be entertained unless the requirements for notification have been complied with.

8. Property and Risk

- (a) the risk in the Lodge Goods shall pass to the Customer when the Lodge Goods arrive at the Company's premises or are fitted to a customer's Vehicle, or leased vehicle in possession of said customer.
- (b) Notwithstanding the earlier passing of risk the ownership of Lodge Goods supplied to the Customer shall remain in the Company and not pass to the Customer until the Company has received in cash or cleared funds payment in full for all those goods and for all other Lodge goods supplied by the Company to the customer or those Lodge goods have been sold by the Customer.
- (c) Until title passes the Customer shall hold the Lodge Goods as bailee for the Company and ensure that at all times they are clearly identified as property of the Company. Lodge Goods cannot be sold by the Customer until payment has been made.
- (d) If any payment owing to the Company is overdue in whole or part the Company may with or without prior notice (without prejudice to any of its other rights) recover and resell the Lodge Goods or any part thereof and may enter upon the Customer's premises for those purposes.
- (e) The Company shall, without prejudice to any other remedy, be entitled to maintain an action for price of the Lodge Goods although title in them has not passed to the Customer.

9. Conditions and Warranties

- (a) The clause shall not apply to section 12 of the Sale of Goods Act 1979.
- (b) subject to sub-clause (a) of this clause all conditions, warranties and representations, express or implied, statutory or otherwise are excluded to the full extent allowed by law except to the extent that they are expressly acknowledged in writing on behalf of the Company.

10. Payment

- (a) Payment for Lodge Goods supplied shall be due and received not later than the last day of the month immediately following the month in which the date of despatch or fitting of the goods occurs, unless alternative payment terms have been agreed in writing by the Company.
- (b) In the case of payment by cheque, therefore, this will need to be banked by the company 3 days before the last working day of the relevant month.
- (c) Payment shall not be deemed to have been made in accordance with these Conditions of Sale unless in respect of any sum due such sum is made available for disposal by the company in the ordinary course of its business.
- (d) In the event of any default by the Customer in causing payment to be received by the due date, the sum payable (together with all sums payable for any further Lodge goods supplied up to the date when proceedings are commenced) shall become due and payable forthwith together with interest. Interest from the due date will be calculated at a monthly rate equivalent to an annual rate of the inter bank lending rate plus 8%. Interest will be charged for each month or part of thereof during which the Customer remains in default.

- (e) If any sum payable hereunder or any part thereof shall remain unpaid 14 days (or any other period specified by the Company) after the same shall become due or the Customer shall:

- (i) Make or offer to make any arrangement or composition with any of its creditors.
 - (ii) Permit distress for rent or execution of a judgement to be levied over the whole or any part of its assets.
 - (iii) Commit any act of bankruptcy.
 - (iv) Have a receiver appointed over the whole or any part of its assets.
 - (v) Have a petition presented or resolution passed for its winding up (other than for a reconstruction or amalgamation).
- All sums owing by the Customer to the Company shall become immediately due and payable.

11. Advertising

The customer shall not advertise offer for sale or supply any Lodge Goods under the name 'Lodge' without adding to the name Lodge the appropriate description of such goods.

12. Branding, Marking, Remoulding or Retreading

- (a) The customer shall not:
 - (i) Subject to Clause (b) of this section, alter, remove or vary in any way any numbers or other distinguishing marks on any Lodge Goods.
 - (ii) carry out to any Lodge products any modification other than those (if any) expressly authorised by the Company.
 - (iii) re-sell any Lodge Goods which have been so altered or modified as aforesaid.
- (b) Lodge Goods bought by the Customer as rebuilt remoulded retreaded recapped or as being regraded quality shall not be sold without having been branded in legible letters on the wall of each tyre the word 'retreaded' 'remoulded' 'regraded quality' or other such word as shall describe the treatment as aforesaid and unless such Lodge Goods were originally supplied by the Company under such description then the customer shall obliterate the name 'Lodge' and other trade name used or owned by the Company from such goods.

13. Export

The Customer shall not without the Company's written permission export or sell or advertise for sale for export purposes Lodge Goods to a country which is not a member of the European Union except where fitted to or forming component parts of a motor car, machine implement or other vehicle.

14. Health and Safety

Where Lodge Goods are supplied by the Customer undertakes to comply with such instructions as may be issued by the company from time to time concerning any steps, precautions or other measures required to be taken in order to ensure that Lodge Goods shall be safe and without risk to health when properly used.

15. Customer's Undertaking

The Customer undertakes not to sell or supply any Lodge Goods except on terms which incorporate Conditions 11, 12, 13, 14, so that any Purchaser from him is effectively bound thereby.

16. Termination of the Contract

The conditions herein set put (including every stipulation as to time unless provided herein to the contrary) are hereby declared to be the essence of every contract made with the Company and if the Customer shall default in or commit a breach of any of these conditions or any other obligations to the Company, or if any distress or execution shall be levied upon the Customer's property or assets, or if the Customer shall make or offer to make any arrangement or composition with creditors or commit any act of bankruptcy, or if any petition or receiving order in bankruptcy shall be presented or made against him, or if the Customer is a limited company and any resolution or petition to wind up such company's business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented, or if a receiver of such company's undertaking, property or assets or any part thereof shall be appointed, the Company shall have the right forthwith to determine any contract then subsisting and upon written notice of such determination being posted to the Customer's last known address any subsisting contracts shall be deemed to have been determined without prejudice to any claim or right the Company may otherwise make or exercise.

17. Unfair Contract Terms

The Company considers these terms and conditions to be fair and reasonable having regard to the provisions of the Unfair Contract Terms Act 1977. If a Customer considers these terms and conditions to be unfair or unreasonable he must advise the Company in writing prior to entering into any Contract with the Company or he will be deemed to have accepted these conditions as fair and reasonable.

18. Entire Agreement

These conditions and such other terms and conditions as may be expressly agreed by the Company in writing constitute the entire agreement between the Company and the Customer. All other discussions, correspondence or communications between the company and the Customer whether oral or written shall not constitute any part of any agreement.

19. Proper Law

Any contract entered into between the Company and the Customer subject to these conditions shall be subject to and construed in accordance with English Law, and the English courts shall have exclusive jurisdiction in respect of all claims, disputes or matters arising out of the conditions contained herein.

20. Business Arrangements

Notice

Lodge Goods are sold only under these Conditions of Sale. Those matters referred to under the heading 'Business Arrangements' are descriptive only of the Company's current trading policy and do not give rise to any binding obligation on the Company to observe them.

Accounts

All accounts are to be paid to the Company, Head Office, Lodge House, University Court, Staffordshire Technology Park ST18 0GE, unless otherwise directed.

For goods whether sold or repaired, invoices will be dated with the date of despatch and a statement of account will be furnished covering despatches up to the end of the month and payment is to be made and received by the last day of the next month, unless alternative payment terms have been agreed in writing by the Company.



Instruction to your Bank or Building Society to pay by Direct Debit

Please fill in the whole form including official use box using a ball point pen and send it to:

Lodge House
University Court
Staffordshire Technology Park
Stafford
ST18 0GE

Originator's Identification Number

9 | 4 | 8 | 4 | 2 | 1

FOR THE LODGE TYRE CO LTD OFFICIAL USE ONLY
This is not part of the instruction to your Bank or Building Society.

Name(s) of Account Holder(s)

[Empty box for Name(s) of Account Holder(s)]

Bank/Building Society account number

[Empty box for Bank/Building Society account number]

Branch Sort Code

[Empty box for Branch Sort Code]

Name and full postal address of your Bank or Building Society

To: The Manager	Bank/Building Society
Address	
Postcode	

Instruction to your Bank or Building Society

Please pay The Lodge Tyre Co Ltd Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this instruction may remain with The Lodge Tyre Co Ltd and, if so, details will be passed electronically to my Bank/Building Society.

Signature(s)
Date

Reference Number

[Empty box for Reference Number]

Banks and Building Societies may not accept Direct Debit Instructions for some types of account

DD11

This guarantee should be detached and retained by the Payer.

The Direct Debit Guarantee



- This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.
- If the amounts to be paid or the payment dates change Lodge Tyre Co Ltd will notify you 7 working days in advance of your account being debited or as otherwise agreed.
- If an error is made by Lodge Tyre Co Ltd or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.

BENEFITS OF DIRECT DEBIT

Many companies are asking for payment by this method, not only because it is efficient but it is increasingly more cost effective as the costs of banking cash and cheques increases. We understand that many people dislike direct debits because they believe they are not fully in control of their money, however the opposite is true. All organisations using the direct debit scheme go through a careful vetting process before they are authorised and are closely monitored by the banking industry. The direct debit guarantee stipulates the following:

- All collections need to be **agreed** with the customer in advance (10 days). If we take a payment from your account and you have not agreed it then the bank is **legally bound** to pay you back the money. The bank will then charge us a fee for making a mistake and automatically remove the funds from our bank. **Hence it is in our interest to get it right.***
- If money were to be drawn from your account fraudulently or in error, you would be entitled to an immediate refund from your bank or building society.
- **A direct debit can be cancelled at anytime.** Therefore if you sign up to this method of payment and after few months you dislike it then you can cancel it with your bank. It does not tie you into any contract with us.

These guarantees ensure that only the correct amounts of money will be taken from your bank. We hope that our customers have come to trust us over the years with the level of service we provide and likewise we would not jeopardise this relationship by mishandling the direct debit system.

Further incentives offered when paying by this method are:

- We take payment on the 15th of each month and hence you get an **extra 15 days credit** on our standard terms (30 days).
- Payment on time will ensure your account does not go on 'stop' resulting in a loss of service.
- This is the most cost effective and efficient way of paying debts and will result in lower bank charges from you bank.
- For each direct debit mandate processed we will donate £1 to our nominated charity (the Princess Diana Childrens Hospital in Birmingham).

* Our policy is to inform you of the amount to be taken via our monthly statement. All invoices are listed on this statement and can be queried with credit control (0121 380 3200) before the payment date of the 15th if there is a problem. If a statement is not queried we will debit the amount stated on the statement.