

**THULE** Limited  
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**THULE**®  
SWEDEN  
**CAR RACK SYSTEMS**



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## **NEW CUSTOMER ENQUIRY**

Trading Name .....

Trading Address .....

.....  
.....

Post Code ..... Telephone Number .....

Fax Number ..... Web Address .....

Do you currently stock Roof Systems and Roofboxes yes  no

Type of Business ..... Date Established .....

Signed ..... Contact Name .....

Position.....Date .....

Thank you for taking the time to request details from our company and our range of products. Your details will now be passed to a sales representative who will contact you to discuss your requirements.

In order to become a Thule distributor we would request that you take into stock a good representation of our product offering. Our carriage paid terms are free over £250 (ex VAT) with an £8 charge for orders that do not reach this amount. Orders for individual fitting kits will carry a postal charge of £3.50. All orders are despatched and normally delivered within 2 working days. Overnight delivery services are available, full details on request.

<b>THULE INTERNAL USE ONLY</b>			
Passed to area sales	<input type="text"/>	Area Contact	<input type="text"/>
Contact Made	<input type="text"/>		
Result	<input type="text"/>		

**1. INTERPRETATION**

1.1 In these Conditions:

"Buyer"	means the person whose order for the Goods is accepted by the Seller;
"Goods"	means the Goods (including any instalment of the Goods or any parts for them) which the Seller is to supply in accordance with these conditions;
"Seller"	means <b>THULE LIMITED</b> (registered in England under number 2476936);
"Conditions"	means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) including any special terms and conditions agreed in Writing between the Buyer and the Seller;
"Contract"	means the contract for the purchase and sale of the Goods, and
"Writing"	includes telex, cable, facsimile transmission and comparable means of communication provided that any communication by facsimile transmission shall be followed by a hard copy thereof sent by post.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

**2. BASIS OF SALE**

2.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with any order of the Buyer which is accepted by the Seller, subject to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions.

2.2 No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller.

**3. ORDERS AND SPECIFICATIONS**

3.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed by the Seller's authorised representative.

3.2 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory requirements.

3.3 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs, damages, charges and expenses incurred by the Seller as a result of cancellation.

**4. PRICE OF THE GOODS**

4.1 The price of the Goods shall be the price listed in the Seller's published price list current at the date of acceptance of the order.

4.2 The price for the Goods does not include the cost of carriage and at the Buyer's request the Seller shall arrange for delivery of the Goods to such premises as the Buyer may require subject to such charge for transport, packaging and insurance as the Seller may specify.

4.3 The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.

**5. TERMS OF PAYMENT**

5.1 Subject to any special terms agreed in Writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.

5.2 The Seller shall be entitled to recover the price of the Goods (plus value added tax) notwithstanding that property in the Goods has not passed to the Buyer.

5.3 The Buyer shall pay the price of the Goods (without any deductions) within 30 days of the date of the Seller's invoice, notwithstanding that delivery may not have taken place. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

5.4 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:

5.4.1 cancel the Contract or suspend any further deliveries to the Buyer,

5.4.2 appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and

5.4.3 charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 4 per cent per annum above Lloyds Bank plc base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

**6. DELIVERY**

6.1 Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed by the Seller, by the seller delivering the Goods to that place.

6.2 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

6.3 If the Seller fails to deliver the Goods for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.

6.4 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may:

6.4.1 store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage or

6.4.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

**7. RISK AND PROPERTY**

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer:

7.1.1 in the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection; or

7.2.1 in the case of Goods to be delivered otherwise than at the Seller's premises, at the time of actual delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.

7.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and property stored, protected and insured and identified as the Seller's property and shall arrange for the Seller's interest to be noted on all relevant insurance policies. Until that time the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall hold the proceeds of sale of the Goods, and proceeds of any insurance claim, on trust for the Seller and shall keep all such proceeds separate from any moneys or property of the Buyer and third parties in a separate bank account clearly denoted as an account containing monies deposited for the benefit of the Seller by the Buyer acting in a fiduciary capacity.

7.4 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so immediately, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

7.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

**8. WARRANTIES AND LIABILITY**

8.1 The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller. All other warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

8.2 Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer.

8.3 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control:

8.3.1 Act of God explosion, flood, tempest, fire or accident

8.3.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition

8.3.3 acts restrictions, regulations bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

8.3.4 import or export regulations or embargoes

8.3.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party)

8.3.6 difficulties in obtaining supplies

8.3.7 power failure or breakdown in machinery.

**9. INSOLVENCY OF BUYER**

9.1 This clause applies if:

9.1.1 the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

9.1.2 an encumbrancer takes possession of or a receiver is appointed over any of the property or assets of the Buyer; or

9.1.3 a winding up petition (if a company) or a bankruptcy petition (if an individual) is presented against the Buyer; or

9.1.4 the Buyer ceases, or threatens to cease, to carry on business or

9.1.5 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

9.2 If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

**10. GENERAL**

10.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

10.2 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

10.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

10.4 The Contract shall be governed by the laws of England and any dispute arising under or in connection with these Conditions or the sale of the Goods shall be subject to the jurisdiction of the English courts.