

# WOLFRACE WHEELS (UK) LTD

6A The Street Industrial Estate  
Maldon  
Essex  
CM9 4XB



Thank you for applying for a Trade account with Wolfrace Wheels (UK) Ltd. Please complete the below form and email to [customerservice@wolfrace.co.uk](mailto:customerservice@wolfrace.co.uk)

Official Company Name

Company Registration Number

VAT Registration Number

Trading Name  
(if different from above)

Trading Address

Town

Postcode

Business Tel No.

Mobile

Email

Name of sales contact who will be responsible for buying wheels

Invoicing Address  
(if different from above)

Accounts Contact

Accounts Tel No.

Accounts Email

Signed

Print Full Name

Position in company

**Data Protection Act 1998- The declaration on page 3 must be completed in full and signed.**

**We will not be able to process your application unless all sections of this form are completed.**

**Please note that this is an application only and does not denote that account status will be granted. Payments made by credit card will incur a 1% handling charge.**

**All credit accounts opened will be subject to 30 day nett monthly payment terms.**

## Declaration and Data Protection Notice

I/we confirm that the information given in this (Credit Application Form) is in all respects true and accurate. I/we confirm that I/we have read and understood your terms and conditions of (sale/business) and I/we unconditionally accept that those terms and conditions shall be the only ones that apply to all sale contracts which I/we may conclude with you.

Data Protection Act 1998 Notice.

Words shown in italics are defined in the Data Protection Act 1998 (The Act)

Where I/we provide you with personal data (data) I/we understand that the data will be held securely in confidence and processed for the purpose of carrying out your Wholesale Wheel and Tyre Business and associated activities (Activities). In considering my/our application I/we accept that you may consult with and disclose data to credit reference agencies, banks, Credit Insurers and other responsible organizations outside your business that you have nominated (third parties) and that such third parties may process the data. I/we understand that under the Act I/we have the right to know what data you hold on me/us if we apply to you in writing and pay the applicable fee.

I/we agree that you may use the data to contact me/us with details of other products and services. Unless I/we have written to you objecting to you using the data for such purpose or I/we have not ticked the box below, I/we agree that you may contact me/us by post, telephone, fax, email, the internet, or other communication means.

## WOLFRACE WHEELS (UK) LTD - TERMS AND CONDITIONS OF SALE

### **DEFINITIONS**

- (a) "Buyer" means the person who buys or agrees to buy the goods from the seller.
- (b) "Conditions" means the Terms and Conditions of the sale set out in this document and any special terms and conditions agreed in writing by the seller.
- (c) "Delivery Date" means the date specified by the seller when the Goods are to be delivered.
- (d) "Goods" means the articles which the buyer agrees to buy from the seller.
- (e) "Price" means the price of the goods excluding carriage packing insurance and VAT.
- (f) "The Seller" Wolfrace Wheels (UK) Ltd

2. These conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order confirmation of order or similar document. Any variation to these conditions shall be inapplicable unless agreed in writing by the Seller

### **PRICE**

- (a) Unless specifically stated otherwise our price is fixed and firm for the duration of the Contract with the exception of any Governmental Tax changes which may occur between the dates of Order and the Final invoice.
- (b) Value Added Tax will be charged as applicable under the Regulations.
- (c) The payment of the price and VAT shall be due on the 30th of the month following month of delivery. Time for payment shall be of the essence.
- (d) Interest on overdue Invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 8% above Barclays Bank Plc Bank Rate from time to time in force and will accrue at such a rate after as well as before any judgement.
- (e) We reserve the right to apply Late Payment charges in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

### **DELIVERY**

- (a) Delivery of the goods shall be made to the Buyer's address on the Delivery date. The Buyer shall make all arrangements necessary to take Delivery of the Goods whenever they are tendered for Delivery.
- (b) When THE SELLER is responsible for transportation. We shall repair or replace free of charge Goods damaged in transit providing that we receive notification in writing of such damage within 2 days of receipt of the Goods.
- (c) In the event of stoppage of work in the establishment of ourselves and/or suppliers during Delivery period owing to strike. Lock – out, Disputes, Breakdowns, Accidents, and/or causes beyond the control of ourselves or our suppliers deliveries may be partially or wholly suspended upon notice given, until work is resumed. The time of any suspension is to be added to the time of the Contact. Any time given for Delivery is to date from receipt by THE SELLER of written instructions to proceed and on receipt of all necessary information to enable us to carry out and complete the contract.
- (d) Estimated Delivery date is given in good faith, however should this be exceeded, THE SELLER shall not be liable for any consequential loss resulting therefrom.
- (e) We reserve the right to make an administration charge of £10 for obtaining each and every Proof of Delivery requested, should the proof of delivery be confirmed.

### **WARRANTIES AND LIABILITY**

The Seller warrants that the Goods will at the time of Delivery correspond to the description given by the seller. Except where the Buyer is dealing as a Consumer (as defined in the Section 12 of the Unfair Contract Terms Act 1977)

All other warranties, conditions or terms relating to fitness for purpose, merchantability or condition of the goods whether implied by Statute or Common Law or otherwise, are excluded.

### **ACCEPTANCE OF THE GOODS**

- (a) The Buyer shall be deemed to have accepted the goods after delivery to the Buyer.
- (b) After acceptance the Buyer shall not be entitled to reject Goods which are not in accordance with the Contract.

### **RETENTION OF TITLE**

- (a) The Goods shall be at the Buyer's risk as from Delivery.
- (b) In spite of Delivery having been made the property in the goods shall not pass from the Seller until:
  - (i) The Buyer shall have paid the price plus VAT in full: and
  - (ii) No other sums whatever shall be due from the Buyer to the Seller.
- (c) Until property in the Goods passes to the Buyer in accordance with the Clause (b) above. The Buyer shall hold the Goods and each of them on a fiduciary basis as bailee for the Seller. The Buyer shall store the Goods (at no cost to the Seller) separately from all other Goods in its possession and marked in such a way that they are clearly identified as the Seller's property.
- (d) Notwithstanding that the Goods (or any of them) remain the property of the Seller. The Buyer may sell or use the Goods in the ordinary course of the Buyer's business at full Market Value for the Account of the Sellers. Any such sale or dealing shall be a sale or use of the Seller's property by the Buyer on the Buyer's own behalf and the Buyer shall deal as principal when making such sale or dealings. Until property in the Goods passes from the Seller the entire proceeds of sale or otherwise of the Goods shall be held in trust for the Seller by the Buyer and shall not be mixed with other money or paid into any overdrawn Bank Account and shall be at all material times identified as the Seller's money.
- (e) The Seller shall be entitled to recover the price plus VAT notwithstanding that the property in any of the Goods has not passed from the Seller.
- (f) Until such time as the property in the Goods passes from the Seller the Buyer shall upon request deliver up such of the Goods as have not ceased to be in existence or resold to the Seller. If the Buyer fails to do so, THE SELLER may enter upon any premises owned, occupied or controlled by the Buyer where the Goods are situated and repossess the Goods. On the making of such request the rights of the Buyer under Clause (d) above shall cease.
- (g) The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of THE SELLER. Without prejudice to the other rights of THE SELLER. If The Buyer does so, all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.
- (h) The Buyer shall insure and keep insured the goods to the full price against 'all risks' to the reasonable satisfaction of the Seller until the date the property in the Goods passes from the Seller and shall whenever requested by the Seller produce a copy of the Policy of Insurance. Without prejudice to the other rights of the Seller, if the buyer fails to do so, all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.

### **LEGAL CONSTRUCTION**

This Contract is subject to the Law of England and Wales.

I/we can confirm we have read and agree to the Full Standard Terms and Conditions of sale which can be found at: <https://www.wolfrace.co.uk/terms>

I/we agree/object to your using the data for direct marketing purposes.

It is essential that this part of the form is completed in full and signed.

Authorized Signature of applicant(s)

Date

Printed name of signatory

**Deliveries.**

When receiving deliveries from any of our carriers it is vital that you do the following;

Check all outer boxes for any transit damage prior to signing for them and sign accordingly. (i.e. "damaged boxes" or "boxes not checked")

Any damage to contents must be notified to Wolfrace within 48 hours of signing for the goods.

Check all contents and notify Wolfrace Wheels, within 48 hours of signing for the goods, about any damage/missing items.

Claims submitted after this time limit will not be entertained.

Please submit all damage/warranty claims to [customerservice@wolfrace.co.uk](mailto:customerservice@wolfrace.co.uk)

**Please email all completed forms to [customerservice@wolfrace.co.uk](mailto:customerservice@wolfrace.co.uk)**