

M.J. ALLEN NATIONAL AUTOPARTS LTD (hereinafter referred to as National Auto Parts
Terms & Conditions of Sales (Hereinafter referred to as the "Conditions")

1. General

These Conditions comprise the entire bargain between National Auto Parts and the Buyer for the supply of Goods, and shall apply to all contracts for the supply by National Auto Parts of goods to its customers to the exclusion of any other terms including those which the Buyer may attempt to introduce. These Conditions shall apply except as may be expressly agreed by National Auto Parts in writing and may only be varied with the express written consent of a director of National Auto Parts. Any waiver made by National Auto Parts at any time shall not prejudice the exercise of its rights hereunder. "Goods" means those goods which are the subject of the contract of supply between National Auto Parts and the Buyer; "Buyer" means the customer and party to such contract as shown on the relevant order; "Contract" means any contract for supply formed by National Auto Parts' acceptance of the Buyer's order or the Buyer's acceptance of National Auto Parts' quotation. Clause headings are for convenience only and shall not affect the construction of the clause to which it relates.

2. Payment: All invoices are due for payment no later than the end of the month following that of delivery. Due dates for payment are shown on all invoices. Payment shall be made by cheque or bank transfer at National Auto Parts' option. If payment is not made in full by the due date National Auto Parts may without prejudice to any other right or remedy and without notice revoke all credit facilities then available to the Buyer and withhold all future deliveries. Time of payment is of the essence. The Buyer shall not be entitled to withhold or set-off payment for Goods delivered for any reason whatsoever. National Auto Parts may charge interest (both before and after any judgement) on any amount unpaid at the rate of current LIBOR plus 4% calculated from day to day from the date upon which payment becomes due to the date of actual payment.

3. Quotations and Prices for Goods

Quotations remain open for acceptance for a period of 30 days and if not accepted within this period, are automatically withdrawn. All prices for Goods are reviewed and amended annually. National Auto Parts may at any time amend prices at its discretion without notice.

4. Carriage

National Auto Parts reserve the right to charge the actual cost of carriage on all deliveries with an invoice value of less than £150 excluding VAT.

5. Valued Added Tax

All prices quoted are excluding VAT. Value Added Tax will be charged at the rate applicable at the time of invoice.

6. Jurisdiction

These Conditions and any contract formed under them shall be governed by the laws of England. The Buyer submits to the non-exclusive jurisdiction of the English courts.

7. Description

Save as otherwise specified in writing by National Auto Parts, the description of Goods is given by way of identification only, and the use of such description shall not constitute in the Contract a sale by description. Any statement, description or conditions contained in any catalogue or advertisement or communication or made verbally by any employee of National Auto Parts shall not be construed as enlarging, varying or overriding any of these Conditions.

8. Acceptance of Orders.

Acceptance of orders shall be at the entire discretion of National Auto Parts, but orders will normally be accepted subject to availability of Goods. In the event of a shortage of supply of any Goods, National Auto Parts reserve the right to supply only part of such orders, and, if necessary, to operate a quota system to share out available quantities of such Goods in such proportion as it may in its entire discretion determine between all of its customers who place orders for the relevant goods.

9. Delivery – Claims for Damage or Shortages

Any claim for damage apparent on inspection or shortage of delivery shall be absolutely barred unless receipt of the Goods has been signed for on delivery as "damaged" or "shortage on item..." All claims must be received and recorded by National Auto Parts within seven days of delivery in the case of deliveries to customers within the UK or 21 days of delivery in the case of deliveries to customers outside the UK ("Export Customers").

10. Delivery - General

- (a) Whilst every effort is made to adhere to the delivery times stated by National Auto Parts, such times are not guaranteed and National Auto Parts accepts no liability for any loss or damage arising from any delay in delivery.
- (b) Save for contracts for supply of goods to Export Customers (see below), delivery shall be effected by National Auto Parts making the Goods in question available at its premises for collection.
- (c) Unless otherwise specifically agreed in writing, where National Auto Parts is responsible for delivering the Goods to a delivery address nominated by the Buyer then it does so as the Buyer's agent (and at the Buyer's risk) and may effect delivery of the Goods by whatever means it thinks most appropriate.
- (d) Where the Buyer wrongfully fails or refuses to accept delivery of the Goods, National Auto Parts may, at its option, charge the Buyer reasonable storage charges until the Goods are delivered, or sell the Goods, account to the Buyer and terminate the Contract.
- (e) A delay in making delivery shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- (f) National Auto Parts whilst endeavouring to effect prompt delivery, accepts no liability whatsoever for the consequences of any failure in delivery due to circumstances beyond its reasonable control.

11. Title and Risk

- (a) Risk in the Goods shall pass to the Buyer upon delivery.
- (b) Notwithstanding sub condition 11(a), ownership, title and legal property in the Goods will not pass to the Buyer until payment has been made in full in the matter specified in these Conditions together with the full price of any other goods the subject of any other contract with National Auto Parts.
- (c) Until the time of actual payment to National Auto Parts of the total amounts owing in respect of the Goods and any other goods as specified in sub condition 11 (b) the Buyer shall keep the Goods as agent and trustee for National Auto Parts and shall store the Goods in such a way that they are separately and readily identifiable as belonging to National Auto Parts.
- (d) If as a result of anything done or suffered by the Buyer legal property in any Goods passes to a third party or (notwithstanding the immediately preceding sub-condition) to the Buyer before they have been paid in full, any proceeds of sale of other property representing such Goods or into which such Goods have been converted or incorporated shall be the property of National Auto Parts until the same have been paid for in full as aforesaid and any such proceeds of sale or other property shall be received and held by the Buyer as agent and trustee for and to the order of National Auto Parts.
- (e) The Buyer therefore stands in a fiduciary relationship to National Auto Parts and must strictly account to National Auto Parts for the Goods or proceeds thereof until full payment has been received.
- (f) Until payment in full has been made for the Goods together with the final price of any other goods the subject of any other contract with National Auto Parts, National Auto Parts shall have the right to repossess the Goods and to enter through its agents or servants on the premises of the Buyer (with such transport as may in the opinion of National Auto Parts be necessary) for this purpose and the Buyer grants an irrevocable licence so to enter for such purposes to National Auto Parts and its agents and servants.
- (g) The Buyer's right to possession of the Goods shall in any event cease if he, not being a Company, commits an act of bankruptcy or if it, being a Company, does anything or fails to do anything, which would entitle a receiver or administrator to take possession of any assets or which, would entitle any person to present a petition for winding up. National Auto Parts may for the purpose of recovery of the Goods enter upon premises where the Goods are stored or where they are reasonably thought to be stored and may repossess the same.
- (h) If the Buyer has not received the proceeds of sale of the Goods in the circumstances set out in sub-condition 11(d) the Buyer will, if called upon to do so by National Auto Parts, within seven days thereof assign to National Auto Parts all rights against the person to whom the Buyer has supplied any of the Goods or any product to chattel made from or with National Auto Parts Goods and in default of such voluntary assignment he will after the expiration of a further two days after the said period of seven days be deemed to have assigned all rights as aforesaid.

12. Force Majeure etc.

If events beyond National Auto Parts reasonable control prevent National Auto Parts from delivering any of the Goods or complying with any other obligation of the Contract by the appropriate delivery date or date for performance, such date shall be suspended for a reasonable period. If such events continue for a period of three months then National Auto Parts may without liability cancel the Contract as regards such Goods unless these

either have been or are being in the course of being made or have been appropriated by National Auto Parts to the Contract. Events such as war, act of God, riot, industrial action, default by sub-contractors or suppliers, labour disputes and a shortage of raw material are events beyond National Auto Parts' reasonable control.

13. Return of Surplus Goods

The return of surplus Goods shall only be accepted with National Auto Parts' prior agreement in writing. All returned surplus Goods shall be subject to a minimum of a 15 per cent handling charge to cover re-testing, re-boxing, etc.

14. Special Orders, Rebuild & Return Orders

Any Goods specifically remanufactured for a customer that are outside National Auto Parts' normal product range are supplied on the strict understanding that all representations, guarantees, conditions or warranties expressed or implied, statutory or otherwise are excluded to the fullest extent permitted by law.

15. Severability

If any provision of these Conditions is found 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.

16. Warranty

Subject to condition 14, National Auto Parts warrants that all Goods supplied by it shall upon delivery be free from material defects. For a claim to be met, the conditions of 16 (i), (ii) or (iii) have to be complied with.

(i) "No Quibble Guarantee" (Clutch products)

National Auto Parts will have the option to either credit or replace free of charge Goods supplied by National Auto Parts that are returned under its "No Quibble" guarantee as a complete discharge of its liability provided that:

- (a) Three Year Warranty: Clutch components fitted on, or after 1st October 2012 are guaranteed against material or manufacturing defects for a period of 3 years or 30,000 miles (48,000 kilometres) whichever is sooner, from the date of fitment.
- (b) Two Year Warranty: Clutch components fitted on, or before 30th September 2012 are guaranteed against defects for a period of 2 years or 20,000 miles (30,000 kilometres) whichever is sooner, from the date of fitment.
- (c) There are no additional claims for fitting costs or compensation (see "Labour Guarantee" (Clutch products)).
- (d) Where the Goods comprise of clutch kits, all constituent parts must be returned to National Auto Parts for examination.
- (e) The Goods have not been subjected, in National Auto Parts' reasonable opinion, to abnormal wear and tear, incorrect fitting, storage or handling, or misuse or abuse.
- (f) Full details of the alleged fault have been supplied to National Auto Parts on accompanying paperwork.

(ii) "Labour Guarantee" (Clutch products)

If a claim towards fitting costs is to be made, the following conditions must be met:

- (a) Two Year Warranty: Clutch components are guaranteed against defects for a period of 2 years or 20,000 miles (30,000 kilometres) whichever is sooner, from date of fitment.
- (b) The fault must be attributable to National Auto Parts (whether as to workmanship, or its use of materials).
- (c) Where the Goods comprise of clutch kits, all constituent parts must be returned to National Auto Parts for examination.
- (d) We will only reimburse toward fitting charges. The guarantee does not cover any other charges, or additional costs.
- (e) Full receipts detailing the exact vehicle type & model plus dates and mileage for the original fitting and subsequent removal must be provided by the Buyer together with full details of the claimed fault.
- (f) We reserve the right to reject claims when damage has occurred through incorrect fitment, handling, misuse, abuse, vehicle modification from original specification and any form of racing activity which can be considered outside of normal road use.
- (g) Rejected labour claim units do not qualify under the 'No Quibble' Guarantee, so cannot be resubmitted at a later date for credit of parts only.

Hourly labour rate (which is reviewed each year in line with selling prices) against the manufacturers fitting times listed by Autodata®

(iii) "No Quibble Guarantee" (Brake products)

National Auto Parts will have the option to either credit or replace free of charge Goods supplied by National Auto Parts that are returned under its "No Quibble" guarantee as a complete discharge of its liability provided that:

- (a) They have been fitted for less than two years and the vehicle to which they have been fitted has covered less than twenty thousand miles (32,000km).
- (b) There are no claims for fitting costs or compensation
- (c) The Goods have not been subjected, in National Auto Parts' reasonable opinion, to abnormal wear and tear, incorrect fitting, storage or handling, or misuse or abuse.
- (d) Full details of the alleged fault have been supplied to National Auto Parts on accompanying paperwork.
- (iv) Limits to National Auto Parts' Liability
Except in respect of death or personal injury caused by National Auto Parts' negligence, National Auto Parts shall not be liable under or in connection with the Contract for any indirect or consequential loss or damage (which includes loss of profit, interest and costs). Save as aforesaid, the entire liability of National Auto Parts under or in connection with the Contract shall not exceed the price of the Goods which are the subject of the Contract.

17. Infringements

The Buyer shall be solely responsible for the consequences of any infringement of a patent, trade mark, design, copyright or other intellectual property right resulting from the use by National Auto Parts of any specification drawing or other material supplied by the Buyer or from the application of any motif jacquard or symbol (or drawing thereof) supplied by the Buyer. The Buyer shall fully indemnify National Auto Parts in respect of all costs, charges and expenses incurred by National Auto Parts as a result of any infringement or alleged infringement or from any claim that Goods made to the Buyer's specification do not comply with applicable law.

18. Separability

Each delivery of a quantity of Goods shall be deemed to constitute a separate contract to which these Conditions shall apply, provided that this condition shall be subject to and shall in no way effect National Auto Parts rights under condition 19 to suspend or terminate the Contract in the circumstances there mentioned.

19. Termination Through Default and Otherwise In the event of the Buyer:

- (a) Defaulting in, or committing any breach of the Contract, or
 - (b) Becoming bankrupt or going into liquidation or having a receiving order or administration order made against it, suspending payment of debts or making any arrangement with creditors or upon National Auto Parts reasonably believing that any of such events is about to occur;
- National Auto Parts is entitled forthwith by notice in writing to determine the Contract and any present or future delivery of Goods without prejudice to its rights under these Conditions or otherwise.

20. Exports

The following conditions shall apply to contracts for the supply of goods to Export Customers:

- (a) Unless otherwise agreed in writing National Auto Parts shall deliver the Goods to a carrier nominated by National Auto Parts and the risk in the Goods shall pass on delivery to the Buyer. Where the Buyer specifies the carrier, risk in the Goods shall pass to the Buyer on delivery to the carrier.
- (b) All insurance required to be effected by National Auto Parts in respect of transportation of the Goods to the Export Customer shall be paid by the Buyer prior to shipment unless agreed by National Auto Parts in writing.
- (c) Payment shall be made in the currency specified on the relevant quotation or acknowledgement of order. The price quoted to the Buyer shall exclude any foreign bank charges which shall be paid in addition by the Buyer.
- (d) The Buyer shall be responsible for complying with any legislation or regulations governing the export of Goods from the UK, the shipment of Goods, their import into the country of destination and for the payment of any duties on them.

21. Rights of Third Parties

A person who is not a party to this contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term the Contract