Consumer terms and conditions of sale for Ireland residents as of 12/04/2012.

1. Scope

The Pneus Online website is run by :

PNEUS ONLINE TRADING c.v.
Alexanderstraat 23
2514 JM THE HAGUE - NETHERLANDS

Service Hotline PNEUS ONLINE TRADING
Tel.:+33 (0)4 78 64 66 43
Fax.:+33 478 64 99 96
Contact:contact form

Managing Partner : PNEUS ONLINE SUISSE represented by Alexis NERGUISIAN
Website content manager : Kevin CASTELAIN

PNEUS ONLINE TRADING, Dutch subsidiary of **PNEUS ONLINE SUISSE SARL**, is a company under Dutch law, registered at the Chamber of commerce of The Hague under number 27322651 with capital of 100 EUR.

- VAT identification number for Ireland : IE 9736287H

The PNEUS ONLINE TRADING terms and conditions hereafter developped are applicable in Ireland, meaning to clients whose residence and shipping addresses are in Ireland.

2. Products

2.1 Products sold by the company PNEUS ONLINE TRADING are destined to people and companies. Shipping will have to take place in the client's country of residence. All the tyres sold on our web site are LHD, or equally LHD/RHD, except if specified differently in the reference.

2.2 Products sold on PNEUS ONLINE TRADING website carry E certification symbol and are exclusively new. PNEUS ONLINE TRADING does not sell second-hand products eg re-tread tyres.**Pictures for illustration only.**

2.3 Use of products
Given the specificity and the highly technical nature of the products sold by PNEUS ONLINE TRADING, the client is expected to strictly adhere to the instructions and recommandations concerning safety and reliability. This includes use (vehicle, inflation, pressure, etc.), mounting and storage of the product. **PNEUS ONLINE TRADING is in no way liable for poorly mounted tyres or damage caused by use under abnormal conditions.**

2.4 Product Availability
Considering the important volume of daily order processing, PNEUS ONLINE TRADING does not guarantee absolute availability of products and services ordered.
PNEUS ONLINE TRADING commits itself to processing the orders placed on the website while quantities last. In case the product or service ordered is not available anymore, PNEUS ONLINE TRADING will contact and inform the customer as soon as possible.

In case of no stock, PNEUS ONLINE TRADING will contact the customer at its earliest possible convenience in order to suggest a change of reference or a cancellation.

In case of an order modification, PNEUS ONLINE TRADING will adjust the amount (overdue/due) according to the new reference chosen and will confirm the modified order by email.

3. Order

3.1 Order registration
Orders must be placed online via PNEUS ONLINE TRADING sales website. The website on which the order is placed must be the one of the customers billing country : the delivery country will therefore be the same one.

3.2 Order confirmation
An order confirmation will be sent to the customer within 24 hours after registration of the order, **by automatic email** to the email address provided by the customer at registration.

Orders are processed upon payment approval and dispatched immediately, on working days. Any order for which payment is not made within seven days after receipt by the customer of the order confirmation will be automatically cancelled.

3.3 Order modification
Information supplied by the customer, when placing the order, is binding. In the event of an error in the spelling of the email address or recipient's details, PNEUS ONLINE TRADING cannot be held liable for its inability to confirm the order or make delivery.

Once the order has been paid and the payment has been approved, the customer may neither change the delivery address nor any other of the order details (items, billing or delivery address). The customer may, however, at his own risk, request a change of delivery address from the transport company. In that case PNEUS ONLINE TRADING cannot be held responsible for any delivery error or loss by the transport company.
In the event of an error in one of these details, the customer must contact PNEUS ONLINE TRADING hotline service, using the contact form. For cancellation and reimbursement of the order (see art. 7. CANCELLATION).

3.4 Refusal of order processing
PNEUS ONLINE TRADING reserves the right to cancel or refuse an order based on the result of a risk assessment.

4. Price and payment

4.1 Prices given on the website of PNEUS ONLINE TRADING for Ireland are expressed in Euros and include VAT.

4.2 PNEUS ONLINE TRADING reserves the right to change its prices at any time, without notice. The price to pay is the price of the date of order.

4.3 Payment by debit/credit card
Payment by debit/credit card (SSL 256 bits) is done on the WorldPay website thanks to the secured payment solution WorldPay.
In order to reduce the exposure to fraud, PNEUS ONLINE TRADING may have to verify the data provided by asking the customer to supply copies of I.D. documents.
PNEUS ONLINE TRADING may cancel the order and credit the amount back if the customer refuses to or is unable to supply the documents required.

4.4 Payment by Bank transfer
The client should refer to the "Payment Information" section to obtain PNEUS ONLINE TRADING bank details. The order will not be considered valid until PNEUS ONLINE TRADING's bank has received payment (allow 1-2 business days for bank transfers).
Orders are processed upon payment approval and dispatched immediately, on working days. Any order for which payment is not made within seven days after receipt by the customer of the order confirmation will be automatically cancelled.

4.5 Price matching for tyres and wheels
PNEUS ONLINE TRADING matches its prices with its competitors' for tyres and wheels and offers an extra discount up to 3%.

If you find better prices for your country of delivery on another website, PNEUS ONLINE TRADING price matches offering you an extra discount up to 3%. You must send your

request by email to our customer service via the contact form.We price match to certain conditions :
- You must have or create an account. You may create an account via the customer form;
- You must contact us BEFORE placing the order via the contact form to indicate us your email address, the competitor's website, the exact caracteristics of the product (tyres or wheels), the quantity, and if possible the URL link leading to this information;
- If price match is granted, a corresponding voucher will be available in your account. You may use this voucher to purchase the product for which you made a price match request, in the next 24 hours after our notification;
- The item must me identical and sold on the internet: new tyres, sames dimensions, indexes, brand and profil. Production year must also be the same;
- The competitor's delivery time must not exceed PNEUS ONLINE TRADING's of more than 5 days;
- Price match cannot be added to other voucher codes or any other comercial gesture.

PNEUS ONLINE TRADING reserves the right to refuse the price matching and to inform its customers by e-mail, especially in case of violation of the legislation (i.e. prohibition to sell at a loss).

5. Proprietorship

Any product shipped to client remains property of PNEUS ONLINE TRADING until full payment is received.

6. Shipping

The shipping address communicated by the customer must be in the same country as the billing address, which must be the client's country of residence. It is mandatory that you check your tyres or the complete wheels yourself (or let it check very carefully bij the fitting station) before the fitting is done to be sure of their compliance with the order and their compatibility with the vehicle. In case of mistake in the tyres or complete wheels shipped, the tyres or complete wheels will not be taken back or refunded after mounting.

6.1 Multi-address delivery for a single order
An order can be delivered to different addresses only if the delivery addresses are in the same country as the customer billing address. Same product family (e.g. wheels) cannot be delivered to multiple addresses.

6.2 Shipping is free of charge for orders of 2 or more car tyres or motorbike tyres. Shipping costs for an order of 1 car or/and motorbike tyre is 7 EUR per tyre. For an order of 1 car tyre and 1 motorbike tyre, shipping costs 7 EUR for each tyre.

6.3 Delays
Delivery time ranges from three (3) to five (5) business days and is given as an approximate only. Therefore, delays will never result in compensations or cancellation of the order.

6.4 Delivery notification
Delivery is made by courier under contract with PNEUS ONLINE TRADING. If you are not at home when the agent tries to deliver, he will leave a card with a contact telephone number for you to call to arrange redelivery. Items will be returned to us after 3 to 4 days if you have not made contact with the courier or with PNEUS ONLINE TRADING hotline service contact form .
In that case, the order will be re-funded and return fees of 50 EUR, tax included, per tyre will be deducted from the refund.
The terms and conditions for the return of the complete wheels are indicated in chapter 7.2 return of the products.

6.5 Delivery to a fitting station
You have the option to choose a fitting station for the shipping and fitting of the tyres only. Fitting will be done in that specific fitting station only; PNEUS ONLINE TRADING has no involvement in the fitting of the tyres.
It is your duty to contact the garage before ordering to make sure it can receive and mount the tyres.It is mandatory that you check your tyres yourself (or let it check bij the fitting station) before the fitting is done to be sure of their compliance with the order and their compatibility with the vehicle. In case of mistake in the tyres shipped, the tyres will not be taken back or refunded after mounting.

6.6 Missing item
If an item is missing, the customer must both notify it on the delivery receipt provided by the delivery agent and inform PNEUS ONLINE TRADING service hotline by contact form or phone.
PNEUS ONLINE TRADING will dispatch the missing item to the customer as soon as possible (subject to availability).

Warning!
If nothing is indicated on the delivery receipt, PNEUS ONLINE TRADING will not take any claim into account.

6.7 Damaged or non-matching item
It is mandatory that the customer verifies the items himself before using them.
WHEELS : the customer must refuse the delivery of a damaged wheel. If the delivery of a damaged wheel is accepted, PNEUS ONLINE TRADING will in no case take it back.
If a wheel does not correspond to the reference displayed on the bill, the client should refuse the delivery and notify it on the delivery receipt provided by the delivery agent. See also our advice about the wheels Wheel Tips Wheel Tips.
TYRES: After receipt, the customer has 7 days to check the tyres and inform PNEUS ONLINE TRADING hotline service of the claim by contact form or phone.
Tyres will not be taken back or refunded AFTER mounting, even if the wrong reference was delivered.
If a tyre is damaged or does not match the reference displayed on the bill, the client should refuse the delivery and notify it on the delivery receipt provided by the delivery agent.
PNEUS ONLINE TRADING is committed to take back free of charge damaged products or non-matching products and ship new products in the best possible deadline, if the conditions above are fulfilled and according to the availability of the product(s).
The person who receive the alloy wheels parcels must, before signing the bill of delivery, remove the products from their packaging and check by himself the compliance of the product with the order and the lack of damage on the rims.
Wheels must be returned in their original package and in any case in a packaging protecting them from shocks during the transport.
If nothing is indicated on the delivery receipt for damaged complete wheels or if the complete wheels have already been fitted, PNEUS ONLINE TRADING will not take any complaint into consideration. In those cases, the complete wheels will not be returned or refund.

6.8 Loss of parcel
If delivery has still not occurred within 5 days after receipt of the tracking number(s), the client should inform PNEUS ONLINE TRADING hotline service by phone, fax or email.
PNEUS ONLINE TRADING hotline service files a claim with the courier in order to find the reason for the delay.

2 scenarios :

- The courier does not find the delivery address or does not have the delivery address anymore.
Solution : PNEUS ONLINE TRADING transmits the complete address to the courier. Parcel should be delivered within 48 to 72 hours.

- The parcel is not traceable. The courier files a claim which can take up to 10 business days.
Solution : If the parcel is found, it will be shipped to the customer. If the parcel is lost, PNEUS ONLINE TRADING proceeds to a new shipment or a refund of the order, according to the client's instructions and the availability of the product(s).

7. Cancellation and Return

According to the European legislation on Distance Selling, the customer is entitled to a withdrawal period of seven (7) days, during which he may cancel the order without giving a reason.
The cancellation should be transmitted by contact form or fax.

7.1 Withdrawal period
The seven-day period begins on the day the delivery receipt is signed by the customer.
PNEUS ONLINE TRADING will refund any product returned within this period, minus the return fees.

7.2 Return of products
Arrangements for pick-up and return of the products by the shipping company will be made by PNEUS ONLINE TRADING only. The client cannot ship products back

himself. **Once fitted or damaged, the rims will not be returned or refunded. Wheels must be returned in their original package, with no valve and no a lead weight.**
The complete wheel being a tailor made product and according to law, the return is not accepted by PNEUS ONLINE and the order cannot be refunded. Your request will be examined only in the case of a mistake from the technical department concerning a product that does not match the vehicle indicated in the order. In that case, the client should inform the hotline department of PNEUS ONLINE TRADING via the contact form.

7.3 Refund
Return fees (50 EUR□, tax included, per tyre) are to be paid by the client, therefore they will be deducted from the total refunded by PNEUS ONLINE TRADING. Products will be returned or exchanged only if they are in their original condition.

Deadline for refund

Refund will occur within 15 business days after the products are back to warehouse.

Refund details

The refund of orders paid by debit/credit card will be made on the used debit/credit card.
The refund of orders paid by bank transfer will be made by bank transfer.

8. PRODUCT GUARANTEE

8.1 TYRES
The products sold by PNEUS ONLINE TRADING offer the benefits of a manufacturers guarantee.

The client has seven (7) business days from the delivery date to verify that the products meet quality standards.
PNEUS ONLINE TRADING is committed to exchanging any defective products reported within the standard time limit:
- the defect is noted at the time of delivery. At that point, the client has seven (7) business days starting from the delivery date to inform the hotline service of PNEUS ONLINE TRADING.
- the defect is noted during mounting, which has to take place seven (7) days at the latest after the date of delivery.

Important !
- If the client/garage has had the tyres in his possession for over seven (7) business days, deformation caused by poor storage will not be considered a valid cause for complaint.
- Bulges (small bumps along the tyre wall) found on tyres that have been mounted and used are not guaranteed by the manufacturer nor PNEUS ONLINE TRADING.

In case the defect is noticed after fitting is done, the client must inform the hotline service of PNEUS ONLINE TRADING by contact form, fax or registered letter to Hotline Support PNEUS ONLINE TRADING, 71 chemin du moulin Carron, 69570 DARDILLY, FRANCE and submit a dated and signed agreement from the tyre professional who noticed the defect.
PNEUS ONLINE TRADING will then pick up the defective tyre and will ship it to the manufacturer's expert.
Expertise can take up to 8 weeks.
If defect is confirmed by the manufacturer, the tyre will be refunded, according to each case, its wear and tear rate.

8.2 ACCESSORIES ALLOY RIMS
In case of manufacturing defect, the customer must inform PNEUS ONLINE TRADING via contact form, fax or registered letter to Hotline Support PNEUS ONLINE TRADING, 71 chemin du moulin Carron, 69570 DARDILLY, FRANCE
PNEUS ONLINE TRADING will transmit to the customer a return number to write on the parcel which will be collected by a carrier on behalf of PNEUS ONLINE TRADING.
PNEUS ONLINE TRADING commits itself to send new rims or provide a full refund as soon as possible.
8.3 COMPLETE WHEELS
The customer has 7 days from the delivery date to check that the products delivered match with the order and inform PNEUS ONLINE TRADING hotline about any manufacturer's defect noticed before fitting.
If the defect is noticed after fitting, the customer must inform PNEUS ONLINE TRADING hotline service by contact form, fax or letter to PNEUS ONLINE TRADING hotline service, 71 chemin du moulin Carron, 69570 DARDILLY France and send photos of the product.
Depending on the defect, the PNEUS ONLINE TRADING hotline will offer the customer the best solution suitable for his case.

9. LEGAL INFORMATION

9.1 Collecting and selling personal data
Information communicated by clients are destined to the sole use of PNEUS ONLINE TRADING which will have to transmit all or part of the information to its business partner with the aim of order processing, order shipping or providing service to its clients.
Personal data collected by PNEUS ONLINE TRADING shall not be sold or communicated to external contacts for advertising purposes.
In agreement with the Directive 95/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data, the client has the right at any time to access and modify his personal nominal data.

9.2 Dispute management and applicable law
These terms and conditions are governed by Irish law. In the event of a dispute, the client should immediately contact the service hotline of PNEUS ONLINE TRADING in order to reach an amicable solution. Should an amicable solution be impossible, all disputes or contentions arising from contracts between PNEUS ONLINE TRADING and the client will be turned over to the appropriate court.

9.3 Legal validity
If sections or individual terms of this statement are not legal or correct, the content or validity of the other parts remain uninfluenced by this fact.

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The rights of databases producers also apply on tyresôprofiles with their selling prices as well as on the partner fitting centers of PNEUS ONLINE TRADING.

9.6 PNEUS ONLINE SUISSE forbids the use of any program intended to aspirate the contents of the website except for search engine companies and robots formally authorized by PNEUS ONLINE SUISSE.

The user also undertakes not to use programs that could create unreasonable overload and disrupt the functioning of the website.

Any fraudulent intrusion on the website and / or aspiration of the Pneus Online website content and / or extraction of its database in whole or part may be prosecuted as stipulated by the law.