

K.J.Stoneman & Co. Ltd.

AGRICULTURAL AND GARDEN MACHINERY SALES AND SERVICE

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Vat Reg. No. GB 140 9209 87

Company Reg. No. 6581853

Terms & Conditions of Sale

1. General

These terms and conditions apply in preference to and supersede Any terms and conditions referred to, offered or relied on by the Buyer whether in negotiation or at any step in the dealings between the seller and buyer with reference to the goods and / or services to which these conditions of sale relates. Without prejudice to the generality of the foregoing, the seller will not be bound by any standard or printed terms furnished by the buyer in any of its documents, unless the buyer specifically states in writing separately from such terms that it intends such terms to apply and the seller acknowledges such notification in writing. In these terms and conditions the seller shall be K J Stoneman & Co Ltd and the buyer shall be the person, firm or company who places an order, written or verbal and on doing so agrees to be bound by these conditions.

2. Variation

Neither the buyer nor the seller shall be bound by any variation Waiver or addition to these conditions except as agreed by both Parties in writing and signed on their behalf.

3. Liability

- (a) Any advice, instruction and/or recommendation relating to the goods or the services and/or their use (whether written or oral) given by the sellers employees ("Advice") is given in good faith, but the seller only warrants that written advice is given with reasonable skill and care. No further duty or responsibility is accepted by the seller.
- (b) In no event shall the seller be liable for the incidental or Consequential loss or any loss of business profit.
- (c) The maximum liability of the seller under these terms and Conditions shall be the contract price of the goods and/or Services.
- (d) Nothing in this clause shall affect the statutory rights of the Consumer under the Unfair Contracts Act 1977 or the Sale Of Goods Act 1979.

4. Price

- (a) Unless otherwise agreed in writing, prices are quoted exclusive of Value Added Tax.
- (b) All quotations and estimates issued by the seller on order forms or elsewhere are, unless otherwise stated, based on the current cost of the goods and/or services and are subject to amendment before acceptance to meet any rise in such costs.
- (c) Any variation to prices quoted as a result of Government taxes and levies will be for the buyers account.
- (d) No quotation on an order form or otherwise shall be taken as an offer but only as an invitation to treat.

5. Payment

- (a) The terms of the Company are net. If credit terms have been agreed payment is due 30 days from the end of the month of invoice date, unless an alternative date has been agreed in writing. All other payments must be made on placing an order or on delivery of goods.
- (b) The Company reserves the right, entirely at its discretion, to withhold or withdraw credit facilities at any time, for any reason whatsoever, if, in its view, circumstances call for this course of action.
- (c) The Company hereby gives notice that for all cheques which are either returned or re-presented, a charge of £25.00 will automatically be added to the account each time this occurs.
- (d) If payment of the price or any part is not made by the due date the seller shall be entitled to:-
- (i) Charge interest on the outstanding amount at the rate of 2.5% per month.
- (ii) Require payment in advance of delivery of undelivered goods and/or services.
- (iii) Refuse to make delivery of any undelivered goods and/or services whether ordered under any particular contract or not and without incurring any liability whatever to the buyer for non-delivery or any delay in delivery.
- (iv) Terminate any particular contract.

6.Warranties

The buyer shall be entitled to the benefit of such manufacturers warranties as are available in respect of the goods supplied.

7. Risk

The risk shall pass to the buyer at the time of delivery to the buyer's premises or at any other agreed delivery address where any goods are delivered to buyers premises with prior agreement

8. Time

The seller undertakes to use its best endeavors to dispatch the goods (or deliver any services) on the promised delivery date (if any) but does not guarantee to do so. Time shall not be the essence of the contract unless expressly so stipulated in writing and agreed by the seller.

9. Title

- (a) Title to the goods shall not pass to the buyer until the date on which invoiced goods have been paid in full and any cheques cleared.

- (b) If the buyer fails to pay any sum due to the seller forming part of the invoiced price, or if the buyer enters into liquidation commits any act of bankruptcy or has a receiver/liquidator/administrator appointed in respect of its property or enters into any voluntary arrangements, composition or scheme of its creditors, the seller may retake possession of the goods and the buyer grants to the seller an irrevocable license to enter any premises of the buyer for that purpose.
- (c) Until the earlier occur of either
- (i) recovery and physical possession of the goods by the seller in accordance with the above clauses or
- (ii) payment to the seller, the buyer agrees to hold the goods as bailee of the seller.

10. Force Majeure

If delivery is delayed by strikes, lockouts, fire, accidents, defective materials, delays in receipt of raw materials or bought-in goods or components or by any other cause beyond the reasonable control of the seller, a reasonable extension of time for delivery shall be granted.

11. Cancellations

The seller reserves the right to refuse cancellation of any order particularly (but not thereby limiting the generality of the seller's rights) in the case of goods ready for dispatch, in transit or in the process of cutting or manufacture.

12. Returns

The seller is not obliged to accept return of goods for credit where they have been correctly supplied. Where the seller voluntarily accepts a return, a handling charge of £15.00 or 20% of the value of the goods, whichever is the greater, will be charged. No credit will be given unless the goods are returned in perfect resalable condition with a note of the invoice number under which they were supplied. No goods bought in (ie. non stock items) will be credited.

13. Short Delivery & Damaged Goods

No claim for short delivery will be entertained unless notified within 24 hours of delivery. No claim for damaged goods will be allowed unless notified in writing to the seller within 48 hours of delivery and all damaged goods must be returned to the seller before a credit or replacement can be arranged.

14. Law

These conditions shall be deemed to have been made in England. The parties to these conditions shall submit to the jurisdiction of the English Courts. English Law shall be the proper law of these conditions.