

## **TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS**

These Terms and Conditions are the standard terms of engagement for the supply of goods by Autobonus Ltd t/as Agrispares, a company registered in England and Wales under company number 03932177 whose registered office is 2 New Road, Chippenham, Wiltshire, England, SN15 1EJ

### **1. Definitions**

In these Terms & Conditions, the following definitions apply:

"Catalogue" the Company's catalogue which may appear on the Company's website or in print format;

"Company" shall be a reference to Autobonus Ltd t/as Agrispares.

"Contract" any contract between the Company and the Customer for the sale and purchase of the Goods;

"Contract Price" the total price of the Goods as set out in the relevant Order;

"Customer" the person(s) or company whose order for the Goods is accepted by the Company;

"Delivery Address" the place where delivery of the Goods is to take place as specified in the Order;

"Goods" any goods which the Customer purchases from the Company;

"Intellectual Property Rights" all patent, trademarks, trade names, copyright, database rights, moral rights, rights in design, know-how, confidential information, and all or any other intellectual or industrial property rights whether or not registered or capable of being registered and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating thereto;

"Order" an order made by the Customer;

'Writing' includes electronic mail, facsimile transmission and comparable means of communication.

### **2. Formation of Contract**

2.1. Any Quotation given by the Company shall not constitute an offer and is only valid for a period of 30 days from its date of issue.

2.2. These Terms & Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate under any purchase order, confirmation of order or similar document, or which are implied by trade, custom, practice or course of dealing.

2.3. Previous dealings between the Company and the Customer shall not vary or replace these terms or be deemed in any circumstances whatsoever to do so.

2.4. Any illustrations, descriptions, imagery either displayed on the Company's website, in marketing materials (both offline and online), catalogues, price lists or other are intended merely to present a general idea of Goods provided by the Company. No part of these shall form part of any contract.

2.5. No addition, alteration, substitution or waiver of these terms and conditions will be valid unless expressly accepted in writing by a person duly authorised by the Company to do so.

- 2.6. Each Order shall be deemed to be an offer by the Customer to purchase Goods subject to these terms and conditions. There will be no legally binding Contract until the Company has accepted the Order by e-mailing or otherwise notifying the Customer to signify its acceptance.
- 2.7. The Company shall be entitled not to accept any Order but shall notify the Customer by e-mail of its non-acceptance. Any counter-offer issued by the Company in response to an Order shall also be subject to these terms and conditions.
- 2.8. The Customer must ensure that the details in the Order are complete and accurate.

### **3. Quotations**

- 3.1. Any quotation provided by the Company may be revised in the following circumstances:
  - 3.1.1. If after the submission of the quotation by the Company, the Customer instructs the Company (whether in writing or orally) to provide additional goods not referenced or detailed within the quotation.
  - 3.1.2. If following the submission of the Quotation by the Company, there is an increase in the cost of goods to be supplied, or changes to the Company's costs.
  - 3.1.3. If following submission of the quotation, it is discovered that there was a manifest error when the quotation was prepared.
- 3.2. The Company will only be bound to quotations provided in writing to the Customer, which have also been signed by their authorised representative. They will not be bound by any quotations provided orally.

### **4. Prices and Payment**

- 4.1. Prices prevailing at the date of dispatch will be charged unless otherwise stated.
- 4.2. The Price as stated in the Contract does not include Value Added Tax ("VAT"). VAT will be charged at the prevailing rate. The Company's VAT registration number is GB 742459521. All payments are due in Pounds Sterling.
- 4.3. Unless otherwise agreed by the Company in writing, payment will be on the following basis:
- 4.4. Provided the customer has been given written notification of a credit facility, payment in full for all Orders shall be made 30 days from invoice date unless otherwise shown on invoice.
- 4.5. In all other cases, payment in full shall be made by credit or debit card at the time of making the Order and the Goods will not be delivered until the Company is paid the amount shown on the Order Form.
- 4.6. All invoices are payable as per the terms specified on the individual invoice.
- 4.7. For Credit accounts the Company's preferred method of payment is by BACS/Faster Payment. Bank details are on the Invoice. Other acceptable payment methods are Debit or Credit Card online, and by cheque.
- 4.8. No payment shall be deemed to have been received until the Company has received cleared funds.
- 4.9. All payments payable to the Company under this Contract shall become due immediately upon termination of this Contract despite any other provision.
- 4.10. The Customer shall make all payments due under this Contract without any deduction whether by way of set-off, counterclaim or otherwise unless the Customer has a valid court

order requiring an amount equal to such deduction to be paid by the Company to the Customer.

- 4.11. Time for payment shall be of the essence.
- 4.12. If payment of the price or any part thereof is not made by the due date, The Company may:
  - 4.12.1. Cancel the Contract or suspend any further provision of goods to the Customer with immediate effect.
  - 4.12.2. Cancel any credit account facility previously agreed with the Customer;
  - 4.12.3. Charge interest at the rate of 2% per month compounded annually on the unpaid amount.
  - 4.12.4. Seek to recover all costs reasonably incurred in collecting payment of any overdue invoices from the Customer.
  - 4.12.5. Seek to repossess the Goods, and for the purpose thereof the Company shall be entitled to enter upon any premises where it is stored or where it is reasonably thought to be stored.
- 4.13. The Company may appropriate any payment made by the Customer to the Company to such of the Goods as the Company thinks fit despite any purported appropriation by the Customer.

## **5. Delivery**

- 5.1. Delivery of the Goods shall be made to the Delivery Address.
- 5.2. The Company will make every reasonable effort to deliver the Goods within the time agreed. However, any dates specified by the Company for delivery of the Goods are approximate only and may not be made of the essence by notice. If no dates are so specified, delivery will be within a reasonable time.
- 5.3. The Company may deliver the goods in instalments unless otherwise agreed.
- 5.4. Subject to the other provisions of these terms and conditions the Company will not be liable for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods unless such delay exceeds 180 days whereupon the Customer may terminate this Contract.
- 5.5. The Company will not be able to accept claims by the Customer for damage, shortages, or discrepancies unless the Company is advised in writing within seven (7) calendar days of delivery. In the absence of such notice the Customer will be deemed to have accepted the Goods. The Company will not be liable for any non-delivery of Goods unless written notice is given to the Company within seven (7) calendar days of the date of the Company's confirmation of Order.
- 5.6. If for any reason the Customer fails to accept delivery of the Goods within one (1) month from the delivery date the Company, at its sole discretion and without prejudice to its other rights may;
  - 5.6.1. Store the Goods at the Customer's risk and cost, take all reasonable steps to store safeguard and insure (at the Customer's expense) the Goods or
  - 5.6.2. Sell the Goods at the best price readily available and charge the Customer for any shortfall below the price together with the Company's costs of storage and insurance which may in the Company's opinion have been necessary.

- 5.7. The Customer will provide at its expense at the Delivery Address adequate and appropriate equipment and manual labour for off-loading and/or loading the Goods.
- 5.8. All Goods ordered by the Customer are subject to availability. If the Company is unable to supply an item, the Company will advise the Customer within a reasonable period of the action they have taken.

## **6. Title and risk**

- 6.1. Risk of damage to or loss of Goods shall pass to the Customer upon delivery.
- 6.2. Ownership (title) of the Goods shall not pass to the Customer until the Company has received in full (in cleared funds) all sums due to it in respect of:
- 6.3. the Goods; and
- 6.4. all other sums which are, or which become, due to the Company from the Customer on any account.
- 6.5. If before title to the Goods passes, the Customer become subject to any of the events listed in clause 13.1 or fails to make payment for the goods when requested then, without limiting any of their other right or remedies, the Company may at any time;
  - 6.5.1. require the Customer to deliver up all Goods in their possession which have not been irrevocably incorporated into another product; and
  - 6.5.2. if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

## **7. Cancellation**

- 7.1. Cancellation of an Order will be accepted within fourteen (14) calendar days starting on the day the Company accepted the Order.
- 7.2. Notice of Cancellation should be sent to the Company in writing via post or email. Notice of cancellation is deemed to be served as soon as it is posted/sent.
- 7.3. The Customer shall be responsible for the costs of returning the Goods to the Company under this clause. The Company will refund the sum that the Customer paid for the original supply and delivery of the Goods as soon as possible, but in any event within fourteen (14) calendar days of the Customer notifying the Company that it is returning the Goods.
- 7.4. Items being returned should be in their original condition and packaging. If the returned items are not in a resalable "as new" condition a refund may not be possible.
- 7.5. Cancellation of Orders containing non-stock or special-order items must be done before the order has been placed with the Company's suppliers, otherwise they will incur a 20% handling charge. This does not apply to faulty or damaged items and normal stock items.

## **8. Warranties and Returns**

- 8.1. Any parts, equipment or components supplied by the Company will be covered by their respective manufacturer's warranty, terms and conditions and response times.
- 8.2. Goods returned because of defect should be returned to the Company who will liaise with the Manufacturer.
- 8.3. The Company will offer a repair, replacement or refund on any goods returned as damaged or defective. However, if the Manufacturer considers the defect, on inspection, to have occurred because of improper use by the Customer, the Company may invoice the Customer for the replacement goods.

- 8.4. The decision of the manufacturer regarding the validity of any claim against the warranty will be final. The Company has no influence in this decision.
- 8.5. As per clause 5.5 the Company will not be able to accept claims by the Customer for damage, shortages, or discrepancies unless the Company is advised in writing within seven (7) calendar days of delivery.
- 8.6. Goods must be returned to the Company within fourteen (14) calendar days of first notification to them. When returning Goods, you are strongly recommended to obtain proof of posting. The Company cannot accept responsibility for parcels lost in transit.

## **9. Limitation of Liability**

- 9.1. The Company's liability shall be limited to the repair or making good of any defect in accordance with their undertaking in paragraph 8 above.
- 9.2. Nothing in these terms and conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence or fraudulent misrepresentation.
- 9.3. The Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to the Contract Price; and
- 9.4. The Company shall not be liable to the Customer by reason of any representation or any implied warranty, condition or other term or any duty at law or under the express terms of this Contract for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (whether or not caused by the negligence of the Company, its employees, agents or sub-contractors ) which arise out of or in connection with the Contract.
- 9.5. This clause 9 shall survive termination of the Contract.

## **10. Data Protection**

- 10.1. 'Data Protection Legislation' refers to all applicable privacy and data protection laws including the General Data Protection Regulation ((EU) 2016/679) and any applicable national implementing laws, regulations and secondary legislation in England and Wales relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time, including the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426).
- 10.2. All personal information that the Company may collect (including, but not limited to, the Customer's name, postal address, email address and telephone number) will be collected, Used and held in accordance with the provisions of Data Protection Legislation as defined in clause 10.1.
- 10.3. How the Company collects, Uses, and stores the Customers personal information is set out in their privacy policy.
- 10.4. In certain circumstances, and with the Customer's consent, the Company may pass personal information on to credit reference agencies. These agencies are also bound by the Data Protection Legislation as defined in clause 10.1 and should Use and hold the Customer's personal information accordingly.

10.5. We will not pass on your personal information to any other third parties for marketing purposes without first obtaining your express consent.

## **11. Health and Safety**

11.1. Where the Customer purchases Goods without a warranty being given by the Company or the Manufacturer, the Customer undertakes that prior to use of the Goods, he will carry out or arrange for the carrying out of such testing examination and investigation as may be necessary to ensure, so far as is reasonably practicable, that the Goods will be safe and without risks to health when properly used. In particular, he will carry out as applicable testing of the brakes, steering, hydraulic system, PTO covers and guards fixed and removable attachments and warning sirens.

11.2. If the Customer does not have an operating manual for the Goods or requires information on the Good's maximum capabilities, the conditions in which it can be safely operated or any other matter relating to its safe operation, the Customer should contact the Company in order that this documentation and information can be made available to him.

## **12. Intellectual Property**

12.1. The Customer shall have no rights in respect of any Intellectual Property Rights howsoever used by the Company in relation to the Goods, Catalogue or the Company's website and the Customer acknowledges that, he shall not acquire any rights in respect thereof and that all such Intellectual Property Rights are and shall remain vested in or controlled by the Company.

## **13. Termination**

13.1. The Company reserves the right to terminate the Contract with immediate effect in the event of any of the following:

13.1.1. that the Customer becomes insolvent or enters into some form of insolvency arrangement.

13.1.2. that the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of their business;

13.1.3. that the Customer (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), are incapable of managing their own affairs or become a patient under any mental health legislation.

13.2. If either Party breaches a material provision under this Contract, the non-defaulting Party may terminate this Contract immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.

13.3. Without limiting their other rights or remedies, the Company may terminate this Contract with immediate effect by giving written notice to the Customer if they fail to pay any amount due under this Contract on the due date for payment.

13.4. All notices of termination of the Contract should be submitted to the other Party in Writing.

## **14. Consequences of Termination**

14.1. On termination of the Contract for any reason:

14.1.1. All outstanding unpaid invoices and interest become immediately payable;

14.1.2. The Customer should return all unused Goods which have not been fully paid for. If not returned promptly, the Company may enter the Customers premises and take

possession of them. Until they have been returned, the Customer is solely responsible for their safe keeping and warrants that they will not use them for any purpose not connected with this Contract;

14.2. the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

14.3. clauses which expressly or by implication have effect after termination shall continue in full force and effect.

## **15. Complaints, Communication and Contact Details**

15.1. The Company can be contacted by telephone at 01380 850001 or by email at [sales@agrispares.co.uk](mailto:sales@agrispares.co.uk) with any questions, feedback, complaint or notices of cancellation (in writing only).

## **16. Force Majeure**

16.1. The Company shall not be liable for any failure to supply the Goods where such failure arises by reason of riot, civil commotion, war (whether declared or not), accident, shortened hours of labour, strikes, lockouts mechanical breakdown of facilities, failures by third parties to supply it with raw materials or goods, storm, flood, fire or any other circumstances, whether of the kind above mentioned or not, beyond the control of the Company. The Company shall not, however, be relieved from supplying the Goods nor the Customer from accepting them when the above causes interfering with delivery shall have ceased.

## **17. Other Important Terms**

17.1. If any of the provisions of the Contract are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Contract.

17.2. This Contract for the sale and purchase of Goods shall not be assigned or transferred, nor the performance of any obligation sub-contracted, in either case by the Customer, without the Company's prior written consent.

17.3. No failure or delay by the Company in exercising any of their rights under this Contract means that they have waived that right, and no waiver by them of a breach of any provision this Contract means that they will waive any subsequent breach of the same or any other provision.

17.4. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

17.5. A person who is not a party to the Contract shall not have any rights to enforce its terms.

## **18. Governing Law and Jurisdiction**

18.1. This Contract shall be governed by and construed in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the courts of England & Wales.

**Signed on behalf of:**

**Agrispare**

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*Company Name*

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*Signature*

*Date*

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*Signature*

*Date*

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*Printed Name*

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*Printed Name*

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*Title*

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*Title*