

## TERMS & CONDITIONS

### Please read all these terms and conditions.

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are unhappy with. If you are not sure about anything, please call us on 01759 388000.

#### Application

1. These Terms and Conditions will apply to the purchase of the goods advertised on our website, catalogues, brochures or any other form of advertising by you (the **Customer** or **you**). We are a company registered in England and Wales under company number 9643829 whose registered office is Southfield Farm, Wilberfoss, York, YO41 5NT with email address: [info@qftractors.com](mailto:info@qftractors.com); telephone number 01759 388000; fax number 01759 388600 (the **Supplier** or **us** or **we**).
2. These are the Terms on which we sell all Goods to you. By ordering any of the Goods, you agree to be bound by these Terms and Conditions.

#### Interpretation

3. Consumer means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession;
4. Contract means the legally binding agreement between you and us for the sale and purchase of the Goods;
5. Delivery Location means the Supplier's premises or other location where the Goods are to be supplied as set out in our Invoice to you;
6. Goods means the Customer's order for the Goods from the Supplier as set out on our invoice to you.
7. Invoice means the Customer's order for the Goods from the Supplier as set out on our invoice.

#### Goods

8. The description of the Goods is as set out in our website, catalogues, brochures or other form of advertisement.
9. In the case of Goods being altered to your special requirements, it is your responsibility to ensure that any information you provide is accurate.

#### Basis of Sale

10. The description of the Goods in our website, catalogues, brochures or other form of advertisement does not constitute a contractual offer to sell the Goods.
11. When an Order has been made, we can reject it for any reason.
12. No variation of the Contract, whether about price, description of the Goods or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.
13. We intend that these Terms and Conditions apply only to a Contract entered into by you as a Consumer where we, the Supplier and you the Customer, enter the Contract at our business premises and where the Contract is not a contract (i) for which an offer was made by the customer in the suppliers and the customers simultaneous physical presence away from those premises, or (ii) made immediately after the customer was personally and individually addressed in the suppliers and the customers simultaneous physical presence away from those premises. If this is not the case, you must tell us, so that we can provide you with a different contract with terms which are more appropriate to you and which might, in some way, be better for you, e.g. by giving cancellation rights pursuant to consumer law. Business premises means immovable retail premises where we carry on business on a permanent basis.

#### Price and Payment

14. The price of the goods and any additional delivery or other charges is set out on our invoice to you.
15. Prices and charges are subject to VAT at the rate applicable at the time of the order, so that, if the rate of VAT increases before acceptance of the order, we will only increase the price or charge by the amount of that increase if you agree, otherwise we must reject the order and properly inform you of this.
16. You must pay in cash or by submitting your credit or debit card details or by direct bank transfer with your order and we can take payment immediately or otherwise before delivery of the goods. All goods remain the property of QF Tractors Limited until payment is made in full.

#### Delivery

17. we will deliver the goods to the delivery location by the time or within the period agreed, or failing any agreement, without undue delay and, in any event, not more than 30 days after the day on which the contract is entered into.
18. If we deliver to addresses outside England and Wales, Scotland, Northern Ireland, the Isle of Man and Channel Islands, you may need to pay import duties or other taxes, as we will not pay them.
19. If you or your nominee fails, through no fault of ours, to take delivery of the goods at the delivery location, we may charge the reasonable cost of storing and re-delivering them.
20. The goods become your responsibility from the completion of delivery or customer collection. You must, if reasonably practicable, examine the goods before accepting them.

#### Risk and Title

21. 1. Risk shall pass to the Customer so that the Customer is responsible for all loss, damage or deterioration to the Goods:-
  - 1.1 If we deliver the Goods by our transport or in accordance with a specific contractual obligation arrange transport for the Goods at the time when the Goods or a relevant part thereof arrive at the place of delivery, or
  - 1.2 In all other circumstances at the time when the Goods or a consignment or other part thereof leave our premises
- 2 Title to the Goods or any relevant part thereof shall only pass to the Customer upon the happening of any one of the following events:-
  - 2.1 The Customer has paid to the Company all sums due and payable by it to us under this contract and all other prior contracts between us and the Customer, or 222222
  - 2.2 When we serve on the Customer notice in writing specifying that title in the Goods or such part thereof has passed.
  - 2.3 We may recover Goods in respect of which title has not passed to the Customer at any time and the Customer hereby licences the Company, its officers, employees and agents to enter upon any premises of the Customer for the purpose either of satisfying itself that condition 21.2.4 below is being complied with by the Customer or for recovering any Goods in respect of which property has not passed to the Customer.
  - 2.4 Until title to the Goods has passed to the Customer pursuant to the terms hereof it shall possess the Goods as a bailee of the Company on the terms of this contract. If the Company so requires, the Customer shall store the Goods separately from other goods and shall ensure that they are clearly identifiable as belonging to the Company.

#### Warranty

22. The Customer will not be entitled to any warranty on the Goods unless expressly set out in writing on our Invoice.

#### Deposit

23. A 20% deposit is payable when we accept the Order.
24. If you cancel the Order you will not be entitled to a refund of the deposit.
25. If you make a part-payment in excess of 20% this will be refunded if you cancel the Order.
26. If you pay less than 20% deposit and subsequently cancel the Order you will be required to pay the difference to make up the deposit to 20% of the total invoice.

#### Quality

27. Upon delivery, the Goods will:
  - a. Be of satisfactory quality;
  - b. Be reasonably fit for any particular purpose for which you buy the Goods which, before the Contract is made, you made known to us (unless you do not rely, or it is unreasonable for you to rely, on our skill and judgment) and be fit for any purpose held out by us or set out in the Contract; and
  - c. Conform to their description.
28. In the event of the condition of the Goods being such as might or would (subject to these conditions) entitle you to claim damages or to repudiate the contract, you shall not then do so but shall first ask us to repair the goods which we will do so within 14 days of being notified of any defects; if it is not possible to repair the goods then we will supply a satisfactory substitute within 21 days of being notified of any defect; if we do repair the goods or supply a satisfactory substitute then you will be bound to accept such repaired or substituted goods and we shall be under no liability in respect of any loss or damage whatsoever arising from the initial delivery of the defective goods or from the delay before the defective goods are repaired or the substitute goods are delivered; if we do not repair or replace the defective machine we will provide a refund within 28 days of being notified of any defects.

#### Liability

29. Except in respect of death or personal injury caused by the company's negligence, the company shall not be liable to the customer by reason of a representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the company, its employees or agents or otherwise) which arise out of or in connection with the supply of the goods (including any delay in supplying or any failure to supply the goods in accordance with the contract or at all) or their use or resale by the customer, and the entire liability of the company under or in connection with the contract shall not exceed the price of the goods.

#### Force Majeure

30. the company shall not be liable to the customer or be deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform, any of the company's obligations in relation to the goods, if the delay or failure was due to any cause beyond the company's reasonable control including but not limited to:
  - a. act of God, explosion, flood, tempest, fire or accident;
  - b. war or threat of war, terrorism or threat of terrorism, sabotage, insurrection, civil disturbance or requisition;
  - c. acts, restrictions, regulations, bye laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authorities;
  - d. import or export regulations or embargoes;
  - e. strikes, lockouts or other industrial actions or trade disputes (whether including employees of the company or of a 3<sup>rd</sup> party);

#### Miscellaneous

31. Not all machines will have been registered for use on the public highway and a log book/DVLA registration form will not be available for such machines.
32. A notice requiring or permitted to be given by either party to the other under these terms shall be in writing addressed to that party at its registered office or principal place of business or such other address as may at the relevant time have been notified, pursuant to this provision to the party giving the notice.
33. No waiver by the company or any breach of the contract by the customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
34. If any provision of the contract is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the contract and the remainder of the provision in question shall not be affected.
35. Any dispute arising under or in connection with the contract, the parties shall attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties the mediator will be appointed by CEDR.
36. The contract shall be governed by the laws of England, and the customer agrees to submit to the exclusive jurisdiction of the English courts