

GORDON AGRI



TRACTORS, MACHINERY & ATV SALES

Standard Terms and Conditions

General

- Goods are subject to availability and may vary from those advertised. Product images are for illustrative purposes only and may differ from the actual product.
- This sales order must be completed and all pages returned to Gordon Agri Scotland Limited before dispatch or collection of goods
- Items cannot be collected or delivered until all funds are cleared
- You must decide before ordering if the goods are suitable for your needs.
- If the customer cancels the contract then any amount pre-paid will be non-refundable.
- At the point of the customer placing an order and/or the company's acceptance of the order the customer agrees to these terms and conditions.
- Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Terms and Conditions.
- Please note that we reserve the right to cancel or refuse orders for items with an incorrect price or with any other incorrect information or in the event of goods no longer being available.
- In the event of goods no longer being available an alternative will be offered of similar specification and condition – the customer is bound to accept the alternative unless it is otherwise agreed in writing by a representative of Gordon Agri Scotland Limited. If alternative is not accepted by the customer the company will issue a credit note only – all funds paid will be non-returnable. In the event of the company incurring costs that exceed any deposit paid the customer will be liable for both direct and in-direct costs incurred.
- No alterations to these terms and conditions will be accepted by the company
- All items may be in need of repair and are sold as seen and without warranty.
- Items may not necessarily comply with current HSE safety requirements and it is entirely the purchasers responsibility to ensure that any alterations or repairs necessary for compliance are carried out prior to putting them to use.
- Gordon Agri Scotland Limited do not normally sell by distance nor does the company use an organized sales provision scheme as such much of the content within DSR's do not apply.
- Before ordering your item should any customer require clarification on these terms and conditions they can request in writing to Gordon Agri Scotland Limited, requests by telephone is unacceptable. Customers may wish to seek professional independent clarification.

Warranty

- All other warranties, conditions, or terms relating to fitness for purpose, merchantability or condition of the Goods, whether implied by Statute, common law or otherwise are excluded, and the Buyer is satisfied as to the suitability of the Goods for the Buyer's purpose.
- Goods must be returned by the Buyer at the Buyer's expense and must be insured during the return journey.
- Where returned Goods are found to be damaged due to the Buyer's fault the Buyer will be liable for the cost of remedying such damage.
- Brand new items will come with a standard manufacturers warranty. This warranty will be subject to proper use. Any mis-use or user orientated problems will void the manufacturers warranty. Second hand items will come with no warranty.

- No un-authorised persons to carry out any work/repairs without prior arrangements made in writing with Gordon Agri Scotland Limited. Any work commenced without authorisation will void any warranty.

Prices and Payment

- Our advertised prices do not include VAT and delivery. The price of the goods may be changed from the one advertised. Please confirm the price before you order.
- We accept payment by bank transfer, cheque, credit or debit card or cash. Credit card payments are subject to a handling fee, usually 2% however this is subject to change.
- We remain owners of the goods you purchase until you have paid for all of them in full. We can retrieve and resell them if they are not paid for. This applies to all goods we supply to you and to any money owing in respect of any transaction with you.
- Under the Late Payment of Commercial Debts Regulations 2002, we can exercise our statutory right to charge interest and an administration charge on all invoices overdue.

Delivery

- We charge for all deliveries. We operate a standard 7-10 working days delivery service for in stock items (working days exclude weekends and bank holidays). Out of stock items can take up to 30 days . For large items standard delivery is to suitable hard standing area only. For parcels standard delivery is to ground floor only. The customer must notify us in advance if they have any special delivery requirements – there will be an additional charge. Standing time will also be chargeable.
- If the goods do not arrive or are incomplete, are the wrong goods or are damaged when you open them, you must contact us immediately – no later than 24 hours of receipt.
- After delivery you are responsible for protecting the goods against loss or damage.
- Delivery times refer to when the item is dispatched not ordered, a stock item that requires remedial work will not be classed as a stock item until work is completed as such out of stock delivery terms apply. Customers will be notified if stock items require remedial work.

Cancellation & DSR's

- You cannot cancel an order once we have accepted it, unless this is agreed in writing by our authorized representative
- If you can prove you are a consumer you have the right under Distant Selling Regulations (DSR's) to cancel the contract up to 7 days after you receive the goods. Please note that this policy has some limitations and does not apply to business, farm and professional customers nor auction sales.
- To exercise any right of cancellation, you must give written notice to the Supplier by hand, post or e-mail, giving details of the goods ordered and (where appropriate) their delivery. Notification by phone is not sufficient.
- If you exercise your right of cancellation after the goods have been delivered to you, you will be responsible for returning the goods to the Supplier at your own cost. The goods must be returned to the address shown on your invoice. You must take reasonable care to ensure the goods are not damaged in the meantime or in transit.
- Once you have notified the Supplier that you are cancelling the contract, the Supplier will re-credit you within 30 days from return of goods, for any sum that has been paid by you or debited from your credit card for the goods.
- Without exception if you do not return the goods as required, The Supplier will charge you a sum in relation to the return of the goods. This may cost more than the original delivery charge as return journeys cost more.
- Gordon Agri Scotland Limited are primarily resellers to business users and as such all transactions are processed in this framework. If any customer at any point claims they are a consumer it is their responsibility to confirm in writing prior to any payment being made and to retain a hard copy of any/all supporting documentation otherwise all customers are entering into a business transaction.

Returns

- It is your responsibility to check the goods on delivery. We may take goods back at our discretion if they are unused and in the condition they left our depot. There will be a handling charge of 25%. It is the buyers responsibility to return goods to our location and all costs involved will be the sole responsibility of the buyer.

Guarantee and Liability

- We are resellers to business customers and as permitted under the Unfair Contract Terms Act 1977 we exclude liability for claims regarding the quality or fitness for purpose of goods or otherwise which consumers can make under the Sale of Goods Act 1979. We do not accept any liability for indirect or consequential losses or loss of profits.
- Health and Safety at work act 1974 Section 6 (8) waiver applies which is an undertaking by the buyer that they will ensure the machine meets any HSE requirements before putting the item to work.

Force Majeure

- The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, failure of any communications, telecommunications or computer system, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable extension of its obligations.

Severance

- If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.

Changes to terms and conditions

- The Seller shall be entitled to alter these Terms and Conditions at any time. The seller retains the right to exit from these terms and conditions at anytime.

Governing law and jurisdiction

- These Terms and Conditions shall be governed by and construed in accordance with the law of Scotland and the parties hereby submit to the exclusive jurisdiction of the Scottish courts.

Company Details

- Gordon Agri Scotland Limited, Catterbog Farm, Croftamie, By Glasgow, G63 0EX, Registered in Scotland SC370213
- There terms and conditions are to remain the sole intellectual property of Gordon Agri Scotland Limited.

