

## STANDARD TERMS AND CONDITIONS OF BUSINESS

1. **Basis of the Sale**
- 1.1 The Supplier (TGM Agricultural Machinery) contracts on these conditions only, and acceptance by the Supplier of any order from a Buyer shall be upon these conditions and shall override any other terms and conditions stipulated or incorporated by the Buyer in its order or in any negotiations. Variations or representations will only be binding on the Supplier if confirmed in writing by an authorised officer of the Supplier
- 1.2 The Buyer (the person named overleaf) shall be responsible for any applicable taxes, import duties, delivery charges and other costs arising
- 1.3 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods (described overleaf) into the country of destination (if outside the UK)
2. **Cancellation**
- The Buyer may not cancel the contract without the written consent of the Supplier. If such consent is given, it is made on the express condition that the Buyer shall indemnify the Supplier against all loss, damage, claims or actions arising out of such cancellation unless otherwise agreed in writing
3. **Payment**
- 3.1 Payment shall be made net cash on the terms specified overleaf or (if none) within 30 days of the date of the invoice
- 3.2 In the case of overdue payment, the Supplier may charge interest to the Buyer on the amount overdue calculated on a daily basis at the rate of [2%] per month without prejudice to any other rights of the Supplier.
- 3.3 All payments due from the Buyer under these Conditions shall be made without any setoff, deduction or deferment of any nature
- 3.4 Notwithstanding the provisions of clause 3.1, upon the occurrence of any event under clause 10.1 any period of credit allowed for the Buyer on any contract with the Supplier, whenever made, shall cease to apply and payment for all goods shall be or be deemed to have become due forthwith on delivery
4. **Delivery**
- 4.1 Any time or date specified for delivery is given in good faith as an estimate only and the Supplier shall not be liable for any direct or indirect loss, damage or expense howsoever arising from any delay in delivery
- 4.2 The Supplier may deliver by installments (if appropriate) and may treat each delivery as a separate contract
- 4.3 The Buyer shall accept deliveries at the address stated overleaf and shall be liable for any additional costs suffered by the Supplier in the event of wrongful refusal or delay in accepting delivery, in failing to provide premises, services or information for the Supplier to effect safe delivery, or in the event of future deliveries being withheld through the Buyer's nonpayment. Where the Supplier delivers the Goods to the Buyer's premises the Buyer shall provide sufficient labour to unload the Goods
- 4.4 If delivery is to take place exworks, the Supplier shall notify the Buyer when the Goods are ready for delivery. If the Goods are not collected by or on behalf of the Buyer within fourteen days of the date of such notification the Buyer will be liable for storage charges thereafter at such rate as shall be determined from time to time by the Supplier and for all expenses incurred by the Supplier as a consequence of the failure to take delivery (whether or not the Supplier was under any obligation to incur such expenses)
5. **Retention of Title**
- 5.1 Property in the Goods shall not pass to the Buyer until the Buyer has paid to the Supplier all sums owed (under this or any other contract) by the Buyer to the Supplier [or any other company within the Supplier's group]. The Goods shall be at the risk of the Buyer on delivery
- 5.2 The Buyer will indemnify the Supplier against any loss or deterioration in the Goods while they remain the property of the Supplier and will keep the Goods properly insured for not less than their contract value
- 5.3 Without prejudice to any other rights the Supplier may have, the Supplier may recover the Goods and the Buyer agrees that the Supplier, its agents or employees may enter on the Buyer's premises and remove the Goods at any time, if any of the events in Clause 10.1(a)-(f) occur and property in the Goods has not passed to the Buyer
- 5.4 Until property in the Goods has passed to the Buyer, the Buyer:
  - (a) shall not pledge the Goods or documents of title thereon or allow any lien to arise thereon
  - (b) shall not deal with or dispose of the Goods or documents of title thereto or any interest therein (other than by sale to an independent purchaser buying entirely in the ordinary course of the buyer's business)
  - (c) hold itself out as the Supplier's agent in respect of the Goods
- 5.5 If payment of any sum is overdue the Supplier shall have the right to commence proceedings against the Buyer for the price, notwithstanding that property in the Goods has not yet passed to the Buyer
6. **Warranties**
- 6.1 No warranty is given (save as is required by the Unfair Contract Terms Act 1977) and the Buyer should inspect
- 6.2 All Goods are sold on the basis that the Buyer is neither a consumer nor deals as a consumer within the meaning of the Unfair Contract Terms Act 1977 and that the Buyer has satisfied it/himself as to the suitability of the Goods for use or resale (including without limitation compliance with Health & Safety Regulations and/or local laws in the country where the Goods are to be used) in accordance with its/his own specialised knowledge and skill
7. **Limitation of Liability and Buyer's obligations**
- 7.1 Save as provided under the Unfair Contract Terms Act 1977 and save as mentioned in Clause 6 the Supplier's liability for any loss, injury or damage of any nature whatsoever, whether direct or consequential, arising out of or in connection with any Goods supplied by the Supplier or resulting from the use thereof and whether arising out of a breach of implied or express term warranty or condition shall not exceed the cost to the Buyer of replacing or repairing the Goods

- provided that the Supplier is afforded a reasonable opportunity of replacing or repairing the Goods
8. **Indemnity from the Buyer**
- The Buyer agrees to indemnify the Supplier against all claims relating to the Goods sold to the Buyer in respect of any loss damage or expense sustained by any third party save only in respect of death or personal injury caused by the negligence of the Supplier or any of its employees or agents
9. **Force Majeure**
- The Supplier shall bear no liability for loss, damage or delay howsoever arising caused in circumstances outside its control including (but not limited to) Acts of God, war, strike, civil commotion, work to rule or go slow, over time bans, lockouts, fire, flood, drought or inability to procure materials or articles except at increased prices due to any of the foregoing causes (and in these circumstances may suspend or cancel the whole or part of any delivery). The Supplier shall endeavour to notify the Buyer as quickly as reasonably possible if a force majeure event occurs
10. **Default**
- 10.1 Without prejudice to any other rights it may have and without prejudice to the provisions of clause 5 above, the Supplier may, by notice to the Buyer, terminate any contract between the Buyer and Supplier forthwith and/or immediately recover from the Buyer all sums due from the Buyer under any contract with the Supplier notwithstanding any period of credit which may have been allowed) together with any accrued interest and other legitimate charges and any loss caused to the Supplier as a result of any termination if:
  - (a) any payment due by the Buyer to the Supplier is overdue in whole or in part; or
  - (b) the Buyer shall commit any breach of any of the terms of any contract with the Supplier provided that if the breach is remediable the Supplier has given to the Buyer notice of such breach which has not been remedied within seven days thereafter; or
  - (c) a resolution is passed or a Court Order made resolving or ordering the Buyer to be placed into liquidation or ordering that an administrator be appointed over all or any of its assets; or
  - (d) a receiver or administrative receiver is appointed over all or any of the assets of the Buyer; or
  - (e) the Buyer (being an individual) has a petition in bankruptcy entered against him; or
  - (f) the Buyer ceases or threatens to cease to carry on trading
- 10.2 Where the Buyer is situate outside of the United Kingdom the Supplier shall be entitled to terminate the contract and/or recover all sums due pursuant to clause 10.1 if any event occurs which is analogous to the events described in paras (c) to (e) inclusive
11. **Waiver**
- No waiver by the Supplier of any breach of contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision of the contract.
12. **Invalidity of Contractual Term**
- If any clause of these Conditions is held by any Court or competent authority as invalid or unenforceable in whole or in part the validity of the remainder of these Conditions and of the remainder of the provisions in question shall not be affected thereby.
13. **Assignment**
- The Buyer shall not assign or transfer any contract to which these Conditions apply nor the benefit thereof to any person whatsoever.
14. **Lien**
- Without prejudice to any other remedies the Supplier shall in the event of default by the Buyer or any of the situations set out in clause 10.2 arising have a general lien on all goods and property in its possession (whether worked on or not) and belonging to the Buyer in respect of any sums due from the Buyer and shall be entitled after giving 14 days' written notice to the Buyer to dispose of such goods or property as it thinks fit.
15. **Proper Law of the Contract**
- The construction, validity and performance of any contract shall be governed in all respects by the law of England. The Buyer submits to the jurisdiction of the English courts and shall at all times provide the Supplier with an address in England or Wales where it will accept service of proceedings.
16. **Notices**
- Any notice required to be given under these conditions may be sent by prepaid first class post or facsimile to the principal place of business or registered office of the party to whom the notice is being sent. If sent by post within the UK, it shall be deemed to have been served (until the contrary is proved) on the second working day after the date of posting.