

Terms of Trade for Andrew Marwood & Marwood Machinery LTD

We have two sets of terms and conditions that we advise you to read.

Below are the General Terms & Conditions and the Equipment Terms of Sale.

General Terms & Conditions

DEFINITIONS:

1.1 'BUYER' means the person who buys or agrees to buy the goods from the seller.

1.2 'TERMS' means the terms and conditions of sale set out in this document.

1.3 'GOODS' means the article(s), which the buyer agrees to buy from the seller.

1.4 'PRICE' means the price of the goods before; carriage, packing, insurance and VAT.

1.5 'THE SELLER' means: Andrew Marwood or Marwood Machinery LTD, Unit 2 Full Sutton Industrial Estate, York, YO41 1HS.

TERMS OF PAYMENT:

2.1 The buyer shall pay for the goods supplied in full by month end following the date of invoice together with the VAT payable thereon. For wholegoods the terms are strictly payment on or before collection or delivery together with the VAT payable thereon.

2.2 We reserve the right to charge interest on overdue accounts will be charged under 'The Late Payment of Commercial Debts (Interest) Act 1998' at 2% per month from the due

date to the date of payment and if payment is by cheque, until such time as funds are cleared to the sellers account.

OUTSTANDING DEBTS:

3.1 Any account outstanding beyond the sellers credit terms as set out in clause 2 above, will be passed to a debt collecting agency and will be subject to a minimum administration charge of £30 and the buyer will additionally be responsible for any further costs incurred including court fees.

RETENTION OF TITLE:

4.1 In spite of delivery having been made, property in the goods shall not pass from the seller until:

4.1.1 The buyer has paid the price plus VAT in full; and

4.1.2 No other sums whatever shall be due from the buyer to the seller.

4.2 Until property in the goods passes to the buyer in accordance with clause (4.1), the buyer shall hold the goods and each of them on a fiduciary basis as bailee for the seller. The buyer shall store the goods (at no cost to the seller) separately from all other goods in its possession and marked in such a way that they are clearly identifiable as the seller's property.

4.3 Notwithstanding that the goods (or any of them) remain the property of the seller, the buyer may sell or use the goods in the ordinary course of the buyer's business at full market value for the account of the seller. Any such sale or dealing shall be a sale or use of the seller's property by the buyer or on the buyer's own behalf and the buyer shall deal as principal when making such sales or dealings. Until property in the goods passes from the seller, the entire proceeds of sale or otherwise of the goods, shall be held in trust for the seller and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times, identified as the sellers money.

4.4 The seller shall be entitled to recover the price (plus any VAT) notwithstanding that property in any of the goods has not passed from the seller.

4.5 Until such time as property in the goods passes from the seller, the buyer shall upon request deliver up such of the goods as have not ceased to be in existence or resold to the seller. If the buyer fails to do so, the seller may enter upon any premises owned, occupied or controlled by the buyer where the goods are situated and repossess the goods. On the making of such request the rights of the buyer under clause (3) shall cease.

4.6 The buyer shall not pledge or in any way charge by way of security for any indebtedness, any of the goods, which are the property of the seller. Without prejudice to the other rights of the seller, if the buyer does so all sums whatever owing by the buyer to the seller, shall forthwith become due and payable.

4.7 The buyer shall insure and keep insured the goods to the full price against 'all risks' to the reasonable satisfaction of the seller, until the date that property in the goods passes from the seller and shall whenever requested by the seller, produce a copy of the policy of insurance. Without prejudice to the other rights of the seller, if the buyer fails to do so, all sums whatever owing by the buyer to the seller, shall forthwith become due and payable.

LIEN OVER GOODS:

5.1.1 The seller shall have a lien over all goods of the buyer in the possession of the seller for any sum due to the seller from the buyer.

SHORTAGES, LOSS OR DAMAGE:

6.1 The seller will accept no responsibility for shortages, loss or damage unless: -

- i) Any shortage or damage is noted on the delivery sheet and/ or carriers consignment note, and
- ii) All carriers conditions have been complied with in full by the buyer or consignee, and
- iii) A clear signature has been given on the delivery sheet and/ or consignment note and/ or notification of any damage or shortage is sent to the seller and also to the carriers immediately, and/ or
- iv) Notification in writing of non-delivery is sent to the seller within 7 days of the invoice date.

6.2 The Company shall not be liable for any expense, loss or damage caused by late performance or delay in delivery.

RETURNS AND HANDLING CHARGE:

7.1 Goods, which are to be returned, must have the sellers consent before they are returned. Carriage and administration charges will be incurred if the goods are returned after 14 days from the delivery date save for the above goods may not be returned unless they are defective.

7.2 A 15% handling charge will be made in respect of current stock items returned as incorrectly ordered from the buyer. The seller will not accept return of any goods specifically ordered by the buyer.

7.3 Only unused goods in good condition will be considered for return.

SPECIAL ORDERS:

8.1 No responsibility can be accepted for goods made to the buyer's dimensions unless detailed drawings of such goods are provided at the time of the order and the goods do not correspond with the said detailed drawings.

DELIVERY AND RISK:

9.1 No guarantee is given that the goods will be delivered at the time requested, although every effort will be made to do so. The buyers shall make all arrangements necessary to take delivery of the goods whenever they are tendered for delivery. The goods shall be at the buyers risk from delivery or when collected by the buyer personally.

QUOTATIONS AND ESTIMATES:

10.1 Quotations and estimates include only goods and work specified therein. Buyers will be notified of any additional repairs that are found necessary on the dismantling of goods, which can be the subject of a supplementary estimate, if the buyer so instructs.

10.2 Labour charges in quotations and estimates are subject to any increases in wage rates between the date of quotation or estimate and completion of the work.

10.3 Material prices are subject to alteration by the manufacturers without notice given and the prices ruling at the time of fitting and/or despatch will be charged.

10.4 Acceptance of a quotation or estimate does not constitute a contract until confirmed in writing by the seller.

ORDER NUMBERS:

11.1 Responsibility for the recording and accuracy of order numbers lies solely with the buyer when placing any order.

EXAMINATION OF GOODS AND LIABILITY:

12.1 It is the responsibility of the buyer to examine the goods immediately upon delivery.

12.2 Any goods supplied and claimed to be defective may be returned by prior arrangement with the seller and if admitted to be defective, will be replaced free of charge at the price of the original delivery, but shall not form the subject of any damage, whether consequential or otherwise.

12.3 Except in the case of death or personal injury caused by the negligence of the seller or his employees, the seller's liability under this agreement for any direct loss however it is caused, shall be limited to the value of the goods ordered. The seller shall not incur any liability for any consequential loss e.g. loss of profit or contracts to the buyer.

12.4 The seller shall not be liable for loss or damage arising from the incorrect use or alteration of the goods.

WARRANTY:

13.1 Any warranty given by the manufacturer, supplier or other firms carrying out work under contract with the seller, will be passed on to the buyer for goods supplied or repair work undertaken.

13.2 Used goods are sold subject to the express warrant (if any) given in writing with them.

RISK:

14.1 All reasonable precautions are taken against fire, theft, burglary, act of god and accidental damage, but the seller shall not be liable for any loss or damage sustained from these risks.

COMPLAINTS:

15.1 Any complaint by the buyer relating to any invoice must be notified in writing to the seller within 7 days of the date of the invoice. Any other complaints will be void as against the seller.

EXPORT TERMS:

16.1 Where the goods are supplied for export from the United Kingdom, the provisions of this clause (16) shall apply subject to any other terms agreed in writing between the buyer and the seller.

16.2 The buyer shall be responsible for complying with the legislation or regulations governing the importation of the goods into the Country of destination and for the payment of any duties thereon.

16.3 The buyer shall be responsible for arranging for testing and inspection of the goods at the sellers premises before shipment . The seller shall have no liability for any claim in respect of any defect in the goods which would be apparent on inspection and which are made after shipment, or in respect of any damage during transit .

16.4 The buyer is responsible for ensuring the seller receives confirmation of goods to be exported, by an official order in writing, signed by an Authorised Signatory and made available before release of the goods. This can be sent via; post, facsimile or Email. The seller accepts no liability for delays in orders without the said official order. The buyer will owe any additional costs for delays in shipment to the seller.

FORCE MAJEURE:

17.1 Neither party shall be liable for any failure or delay in the performance of this agreement, which is caused by circumstances beyond the reasonable control of the party.

GENERAL:

18.1 All contracts of sale made by the seller are deemed to be subject to these terms of trade, which cannot be varied, altered, suspended or added to except by written consent of the seller, such consent to be signed by an Authorised Signatory.

18.2 The laws of England and Wales shall govern the contract and the buyer hereby submits to the exclusive jurisdiction of the English Courts in all matters regarding the contract .

Andrew Marwood & Marwood Machinery LTD
Terms & Conditions – Equipment Sale

General

For the use of these terms and conditions the term 'the Company' shall mean Andrew Marwood or Marwood Machinery LTD, Unit 2 Full Sutton Industrial Estate, York, YO41 1HS

1. On access to our website and the equipment advertising facility, you will be deemed to have accepted all of the terms and conditions that apply to its use. The Company reserve the right to amend these terms and conditions at any time and you are obligated to check if changes have been made. Any further access to our website and the equipment advertising facility after any changes will constitute acceptance to the new terms and conditions.
2. The company will not be liable for any incorrect advertisements, including but not limited to: advert price, omission of details, mismatch or falsely declared information.
3. Whilst every effort is made into ensuring a machine either traded in or bought in is free from any encumbrance, we cannot offer any guarantees that the used machinery advertised on our website is absolutely free from any encumbrance.
4. All delivery dates are estimated and not of the essence of the contract. We shall have no liability in respect of failure to deliver by the stated delivery date or at all.
5. If you fail to take delivery of the goods by the agreed delivery date then (without limiting any other rights we may have) we shall store the goods at your risk and expense (including all demurrage charges) or (at our option) cancel the contract without liability to ourselves.
6. Payment shall be paid in full before collection or delivery of the machine, or if agreed in writing within 7 days following the date of our invoice. Failure to do so can result in our charging interest at 2% per 7 days under 'The Late Payment of Commercial Debts (Interest) Act 1998.
7. The contract shall be governed by the laws of England and Wales and the buyer hereby submits to the exclusive jurisdiction of the English courts in all matters regarding the contract.