

**VINCENT TRACTORS LIMITED**  
**TERMS AND CONDITIONS OF BUSINESS**

(Nothing in this document shall restrict the Statutory Rights of a Consumer)

**GENERAL**

1. These terms and conditions, together with the details set out overleaf, are intended to contain all the terms of agreement between us (Vincent Tractors Ltd) and you (the Customer) relating to the repair, servicing and other work described overleaf ("the Work") to the machine identified overleaf ("the Wholegood") and/or the supply of goods, parts or other things to be supplied by the Company, whether or not in conjunction with the Work ("the Goods"). If you wish to rely on any amendments or additions, you should ensure it is confirmed in writing by one of our duly authorised representatives.
2. If we agree any variation in the Work to be done or Goods to be supplied, this shall be deemed to be an amendment to the Agreement rather than a new Agreement.
3. This Agreement is made in England, shall be subject to the exclusive jurisdiction of the English courts and shall be governed and construed in accordance with English law.
4. You warrant that you own the Wholegood or are duly authorised by the Owner to enter into this Agreement for the Work to be done on it on these terms.

**ESTIMATES**

5. An estimate is our considered approximation of the likely cost of the Work and/or Goods, and is valid for 14 days from when we send it to you.
6. Any estimate is based on the published price for the Goods involved at the time of the estimate. If the manufacture or other supplier of the Goods changes the published price after the date of the estimate, we will notify you of any consequent increase in the estimate. If the increase will be more than ten per cent (10%) of the total estimate, you may give notice within 14 days cancelling this Agreement. If we do not receive notice of cancellation within this period, the estimate will be amended as proposed.
7. Unless otherwise agreed in writing, if it appears during progress of the Work that the estimate will be exceeded by more than ten per cent (10%) of the total, we will notify you and will not continue with the Work unless you expressly authorise us to do so.
8. If you have left the Wholegood with us for an estimate but have not accepted the estimate, or have refused it but have failed to collect the Wholegood, within 14 days of the date of the estimate or (if later) the date of cancellation, we may charge you, at our published rates in force at the time, for the storage of the Wholegood from the end of the period.
9. All estimates are exclusive of any applicable Value Added Tax.

**COMPLETION OF WORK AND PAYMENT**

10. We will do our best efforts to do Work or supply Goods within any time estimate we have given you, but will not be liable for delays due to any cause outside of our control.
11. We shall be entitled to sub-contract all or any part of the Work, but will be responsible for the quality of the sub-contractors' work.
12. If for any reason we do not carry out the Work in full, we will charge you only for Goods actually supplied or fitted and a reasonable amount for any Work actually done.
13. We will notify you when the Work is complete and the Wholegood and/or Goods are ready for collection and (unless you have a credit account with us, in which case you must comply with the terms agreed in relation to the operation of such account) you must pay for the Work and/or Goods upon collection.
14. All payments must be made in cash or by a UK credit/debit card (Any payment by a credit card (American Express not accepted) will incur a two per cent (2%) credit charge. No charge will be incurred if payment is made by debit card.) unless we have agreed to accept a cheque, in which case the cheque must be drawn on a UK clearing bank and received not less than five banking days before you collect the Wholegood and/or Goods.
15. We are entitled to retain the Wholegood and/or Goods until you have paid for the Work and/or Goods in full.
16. If you fail to pay the full amount due and collect the Wholegood and/or Goods:
  - 16.1. Within 7 days of being notified that the Work is completed and/or that the Goods are ready for collection, we may charge you, at our published rates in force at that time, for the storage of the Wholegood from the end of the period;
  - 16.2. Within 3 months of being notified that the Work is complete and/or that the Goods are ready for collection, we may (after giving you 7 day's notice of our intention to do so if you have not paid the full amount due and collected the Wholegood and/or Goods before such notice expires) sell the Wholegood and/or Goods, deducting the amount owing to us (including statutory interest, storage charges and the cost of sale) and pay the balance to you.
17. Unless otherwise agreed in writing, the Goods will be deemed to have been delivered to you at our premises when you collect them.
18. We will retain all parts replaced during any Work done, except for any to be returned under warranty or service exchange arrangements, until the Wholegood is collected, and will be free to dispose of them as we see fit if you do not specifically ask for them when collecting the Wholegood.

## WARRANTY WORK

19. Warrantable repairs of machines that we have supplied that falls within the manufacturer's terms and conditions will be carried out at no cost to you. Any costs for items excluded from the warranty terms will be passed on to you (oils and filters etc). Any repairs that we feel are outside of the manufacturer's terms and conditions will be advised to you before we do the repair. Payment for these repairs will be required before we can release the product. We may then put your case to the manufacturer as a policy request, if we feel there are reasons to do so and reimburse you any contribution forwarded from them.
20. For machines purchased from another supplier, we will require proof of purchase and a copy of your warranty certificate before we can consider carrying out a job under warranty. Any warrantable repair that falls within the manufacturer's terms and conditions will be carried out by us but will be invoiced to the customer at our normal retail rate. Payment for the repair will be required in full before we can release the machine. We will then put in a warranty claim to the supplier on your behalf and will reimburse you the amount paid out, once we have been paid by the supplier. There may be a shortfall between what you have been charged and what gets reimbursed by the manufacturer and that could be several months before you receive any payment). Alternatively, once paid for, you can seek reimbursement from the original supplier and request that they put in a warranty claim on your behalf.

## TRANSFER OF OWNERSHIP AND RISK

21. The Goods will continue to belong to us until you have paid for them in full. You will, however, be responsible for any loss or damage from when they are delivered to you, and should insure accordingly. A cheque will not be treated as payment until it has been cleared.

## LOSS, DAMAGE AND LIABILITY

22. We will carry out the Work with reasonable care and skill, and warrant it will remain free of defects in workmanship for a period of 60 days or 200 hours, whichever occurs sooner, from the date the Work is completed. However, this warranty will not apply if the vehicle is involved in an accident or if and to the extent that a defect is caused or worsened by your (a) failing to inform us promptly of the defect and allowing us promptly to examine the Wholegood and endeavour to remedy the defect (b) misusing or neglecting the Wholegood (c) failing to comply with instructions from the manufacturer or from us concerning the treatment, maintenance and care of the Wholegood and/or Goods or to have it/them serviced in accordance with the manufacturer's instructions (d) fitting the Wholegood, or permitting it to be fitted, with parts or accessories which have not been approved by the manufacturer or (e) altering the Wholegood and/or Goods, or permitting it/them to be altered, in any manner which has not been approved by the manufacturer.
23. We will sell the Goods with the benefit of the manufacturer's warranty. The manufacturer's warranty is additional to your statutory rights, and is not affected by any change of ownership of the Goods. Remedial work under warranty may be carried out by any dealer authorised directly or indirectly by the Manufacturer, who may repair or replace any defective parts or (if he considers repair or replacement uneconomic) refund an appropriate part of the price paid for them.
24. If the Work included painting then, if the metal to be painted is rusted, we will take all reasonable precautions to prevent rust penetrating the paint after completion of the Work but cannot guarantee that this will not happen or that the new paintwork will match existing paintwork exactly.
25. You must observe the instructions for use, cautionary notices and other technical notices and information we supply you with the Goods.
26. Except where you are buying as a consumer, and except for fraud or for death or personal injury resulting from our own negligence, we limit liability for any breach of this Agreement to the amount of the Purchase Price and expressly exclude all liability for loss of profit, goodwill or contracts and for any indirect, consequential or economic loss.
27. You should remove any items of value not related to the Wholegood as we will not accept any liability for loss or damage to these which is not caused by own negligence.

## RETURNED GOODS

28. We will accept the return of any Goods which you did not order specifically, provided that you return them, in the same condition as when supplied, within five working days of delivery, produce our original invoice and pay twenty per cent (20%) handling charges for returned Goods.
29. If this Agreement has been concluded without any face to face contact between us or anyone acting on our respective behalves, you may give notice cancelling this Agreement before we begin the Work or (as the case may be) within 7 days of taking delivery of the Goods, whereupon you must either return the Goods to us or make them available for us to collect at your expense. You must take reasonable care of the Goods and will be responsible for any loss or damage from when they are delivered to you until when they are returned to us.
30. Save as above, we will not accept the return of any Goods which are not defective.

## NOTICES

31. Any notice given under this Agreement must be in writing and sent by post to the address of the person to whom it is addressed as set out overleaf, and shall be deemed to have been received in due course of post.

We may use this information about you now and in the future: (i) to provide you with information on products and services for marketing purposes; (ii) for market research and (iii) tracking of sales data. We will not disclose this information to anyone outside of Vincent Tractors Ltd. If you prefer this not to happen, please tick here.