



# Mid Devon Machinery Ltd

## GENERAL CREDIT TERMS AND CONDITIONS (Business to Business sales)

### 1. Definitions

Buyer	the person who buys or agrees to buy the goods from the Seller
Conditions	the terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by the Seller
Goods	the articles which the Buyer agrees to buy from the Seller
Price	the price for the Goods, excluding VAT and any carriage, packaging and insurance costs
Seller	means Mid Devon Machinery Ltd of 4 Barkers Way, North Tawton, Devon, EX20 2TP

### 2. Conditions

- 2.1 These Conditions shall form the basis of the contract between the Seller and the Buyer in relation to the sale of Goods.
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods from the Seller pursuant to these Conditions.
- 2.3 Acceptance of delivery of the Goods shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions.

### 3. Price

- 3.1 The Price shall be the price quoted by the Seller.
- 3.2 The Price is exclusive of VAT and equipment is supplied at prices applying at date of despatch.

### 4. Payment and Interest

- 4.1 Payment of the Price and VAT shall be due within 30 days of the date of the Seller's invoice, unless payment has been agreed to be made on order.
- 4.2 A deposit of 20% of the purchase price may be required on order and the balance payable prior to despatch, at the Director's discretion.
- 4.3 Interest on overdue invoices shall accrue from the date when payment becomes due calculated on a daily basis until the date of payment. Such interest shall accrue after as well as before any judgment.
- 4.4 The Buyer shall pay all accounts in full and not exercise any rights of set-off or counter-claim against invoices submitted by the Seller.
- 4.5 All credit accounts must be paid in full on their due dates and the Seller will not be obliged to supply further goods to a Buyer whose account is overdue.

### 5. Warranties

- 5.1 All purchases are warranted for a period of 12 months from date of invoice. Our warranty does not apply to wear parts or bought out items, unless covered by an additional manufacturer's guarantee.
- 5.2 The Seller may require the equipment returned for warranty at its own discretion – transport charges will be the responsibility of the Buyer. Warranties will not be valid if the Buyer does not use the Goods for their specific purpose.



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### 6. Acceptance of the Goods and Damage/shortages

- 6.1 The Buyer shall carry out a thorough inspection of the Goods within 48 hours of receiving them and shall give notification to the Seller within 5 working days of delivery of the Goods of any defects which a reasonable examination would have revealed.
- 6.2 Damage/shortages must be notified to the Seller immediately, or as soon as possible, on receipt of the goods.

### 7. Title and risk

- 7.1 Risk shall pass on delivery of the Goods to the Buyer's address.
- 7.2 Title to the Goods shall remain with the Seller and shall not pass to the Buyer until the amount due on the invoice for them (including interest and costs) has been paid in full.
- 7.3 While the goods remain in the ownership of the Seller, the Buyer must insure them against damage, theft or destruction for the contract value. Proceeds of any insurance claim in connection with the equipment will belong to the Seller.
- 7.4 Until title passes, the Buyer shall store or mark the Goods so that they can at all times be identified as the property of the Seller. Purchases will be returned to MDM on demand at the Buyer's expense.
- 7.5 The Seller may at any time before title passes and without any liability to the Buyer repossess and dismantle and use or sell all or any of the Goods and by doing so, terminate the Buyer's right to use or sell them, and for that purpose enter any premises of or occupied by the Buyer.
- 7.6 The Seller may maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Buyer.

### 8. Returns

- 8.1 All returns must be agreed by prior arrangement, in original packaging and in a re-saleable condition.
- 8.2 A restocking charge may be incurred, at the Director's discretion.

### 9. Specification

- 9.1 The Buyer's attention is specifically drawn to the manufacturers' brochures and safety literature in respect of the correct use and application of products which the Seller may supply. The Buyer shall be wholly responsible for checking that such products are entirely appropriate for the use and application to which they may be put.
- 9.2 The specification and description of the goods in our catalogues have been supplied by manufacturers and were correct to the best of the Seller's knowledge at the time of going to press.
- 9.3 In view of the rights claimed by manufacturers to change specification without notice and whilst all reasonable care is taken to ensure that due notification of such change is given, Buyers are advised to check the exact specification of all goods PRIOR TO ORDER where variations will be material to performance.

### 10. Liability

- 10.1 The Seller shall not be liable for any incidental, special or consequential costs or damages incurred by the Purchaser or others (including without limitation, lost profits, revenues, anticipated sales, business opportunities, goodwill, or interruption of business and any other injury and damage.)