

## MFL Sales Terms and Conditions 2019

### **1 Definitions**

In these conditions, unless the context requires otherwise:

- 1.1 'Buyer' means the person who buys or agrees to buy the goods from the Seller;
- 1.2 'Conditions' means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller;
- 1.3 'Delivery Date' means the date specified by the Seller when the goods are to be delivered;
- 1.4 'Goods' means the articles which the Buyer agrees to buy from the Seller;
- 1.5 'Price' means the price for the goods excluding carriage, packing, insurance and VAT; and
- 1.6 'Seller' means the person whose name and address appears in the box marked 'Seller' overleaf.

### **2 Conditions applicable**

- 2.1 These conditions shall apply to all contracts for the sale of goods by the Seller to the Buyer to the exclusion of all other terms or conditions which the Buyer may purport to apply under any purchase order, confirmation of order or similar document.
- 2.2 All orders for goods shall be deemed to be an offer by the Buyer to purchase goods pursuant to these Conditions.
- 2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.4 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

### **3 Price and payment**

- 3.1 The price shall be the price set out overleaf. The price is exclusive of VAT which shall be due at the rate ruling on the date of the Seller's invoice.
- 3.2 Payment of the price and VAT shall be due within 30 days of the date of the invoice.
- 3.3 In relation to agricultural machinery, if a demonstrator machine is supplied to the Buyer the Buyer is still bound by the terms to purchase the machine.
- 3.4 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 8% above Barclays Bank plc's base rate from time to time in force shall accrue at such a rate after as well as before any judgment.

### **4 The Goods**

The quantity and description of the goods shall be as set out in the Seller's quotation/invoice

### **5 Warranties and liability**

The Seller warrants that the goods supplied will at the time of delivery correspond to the description given by the Seller. Except where the Buyer is dealing as a consumer (as defined in the unfair Contract Terms Act 1977 section 12 as amended and/or the unfair Terms in Consumer Contracts Regulations 1999 regulation (1)) all other warranties, conditions or terms relating to fitness for purpose, quality or condition of the goods, whether express or implied by statute or common law or otherwise are excluded to the fullest extent permitted by law.

### **6 Delivery of the Goods**

Delivery of the goods shall be made to the Buyer's address on the Delivery Date. The goods may be delivered in advance of the Delivery Date upon the giving of reasonable notice to the Buyer. The Buyer shall make all arrangements to take delivery of the goods whenever they are tendered for delivery.

### **7 Acceptance of the Goods**

- 7.1 The Buyer shall be deemed to have accepted the goods on delivery to the Buyer.
- 7.2 After acceptance the Buyer shall not be entitled to reject goods which are not in accordance with the contract.

**8 Title and risk**

- 8.1 The goods shall be at the Buyer's risk as from delivery.
- 8.2 In spite of delivery having been made property and title in the goods shall not pass the Seller until:
- 8.2.1 the Buyer shall have paid the Price plus VAT in full; and
- 8.2.2 no other sums whatever shall be due from the Buyer to the Seller.
- 8.3 Until property in the goods passes to the Buyer in accordance with clause 8.2 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 identified as the Seller's property.
- 8.4 Notwithstanding that the goods (or any of them) remain the property of the Seller the Buyer may use the goods in the ordinary course of the Buyer's business for demonstration purposes.
- 8.5 The Seller shall be entitled to recover the Price (plus VAT) notwithstanding that property in any of the goods has not passed from the Seller.
- 8.6 Until such time as property in the goods passes from the Seller the Buyer shall upon request deliver up the goods as have not ceased to be in existence to the Seller. If the Buyer fails to do so the Seller may enter upon any premises owned 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 7.4 shall cease.
- 8.7 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.
- 8.8 The Buyer shall insure and keep the insured 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.
- 8.9 The Buyer shall promptly deliver the prescribed particulars of this contract to the Registrar in accordance with the Companies Act 2006 Part 25 as amended 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.

**9 Remedies of Buyer**

- 9.1 Where the Buyer rejects any goods then the Buyer shall have no further rights whatever in respect of the supply to the Buyer of such goods or the failure by the Seller to supply goods which conform to the contract of sale.
- 9.2 Where the Buyer accepts or has been deemed to have accepted any goods then the Seller shall have no liability whatever to the Buyer in respect of those goods.
- 9.3 The Seller shall not be liable to the Buyer for late delivery or short delivery of the goods.

**10 Proper law of contract**

This contract is subject to the law of England and Wales