

VINCENT TRACTORS LIMITED

TERMS AND CONDITIONS OF SALE

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

GENERAL

1. These terms and conditions, together with the details set out over leaf, are intended to contain all the terms of agreement between us (the Vendor) and you (the Purchaser) relating to the sale and purchase of the Wholegood(s) or Part(s) described overleaf ("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. You must provide us with any information we need in order to comply with money laundering legislation, and guarantee the accuracy of the information so supplied.
3. If this Agreement relates to the purchase of a Wholegood, you may arrange for a finance company to purchase it from us for the Purchase Price within seven days of being notified that it is ready for delivery. The Wholegood will then be delivered to the order of such finance company and all reference to delivery of the Wholegood shall be constructed accordingly. When the finance company purchases the Wholegood, clauses 5, 6 and 15 to 24 inclusive of this Agreement shall cease to apply. The provisions of this Agreement relating to the Part Exchange Wholegood (if any) shall continue to apply but we shall account for the Part Exchange Allowance and any deposit paid under this Agreement to the finance company on your behalf.

PRICE AND PAYMENT

4. 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.
5. The Purchase Price is the price for Goods, including where applicable accessories, road fund licence, delivery and VAT, current at the date of order. If the rate or amount of vehicle tax, VAT or road fund licence changes between date of order and the date of delivery, you must pay the amount current at the date of delivery.
6. If the importer or other supplier of the Goods changes the recommended price after you have ordered them but before delivery, we will notify you of any revision we propose to make to the Purchase Price. If we propose an increase in the Purchase Price, or decrease which is less than the decrease in the recommended price, you may give notice within 14 days cancelling the Agreement, in which case clause 22 shall apply. If we do not receive notice of cancellation within this period, the Purchase Price will be amended as proposed.
7. Wholegoods purchased require a ten per cent (10%) non-refundable deposit before the item can be ordered.
8. Payment of Wholegoods will require cleared funds prior to delivery, unless otherwise specified on invoice.
9. Credit Cards and American Express not accepted. No charge will be incurred if payment is made by debit card.
10. Wholegoods purchased with the support of finance will require to be fully underwritten and documentation signed prior to delivery.
11. The buyer, when settling an account, by any form of electronic payment will be fully responsible to ensure the funds are received in to our account correctly.
12. Vincent Tractors Ltd cannot be held responsible for any Wholegoods delivered to the premises which are subsequently stolen and are not covered by the buyer's insurance due to the insurance companies not being notified by the buyer.

PART EXCHANGE WHOLEGOODS

13. If we have agreed to accept a Part Exchange Wholegood at an agreed value in part payment of the Purchase Price, we shall only be bound to do so if the Part Exchange Wholegood is:
 - a. Free from any finance agreements, charges or other encumbrances (together "Encumbrances") which you did disclose to us before the date of order.
 - b. Delivered/collected to our place of business before we deliver the Goods to you; and
 - c. In the same condition (subject to fair wear and tear and reasonable increase in hours) on delivery/collection to us as it was when we examined it before agreeing the Part Exchange Allowance.

If you fail to satisfy any of the above conditions, we will not be obliged to accept the Part Exchange Wholegood or to allow the Part Exchange Allowance against the Purchase Price and you may be required to pay the full Purchase Price before you can take delivery.

14. The payment required to release the Part Exchange Wholegood absolutely from any Encumbrances is greater than the amount you disclosed to us before the date of order, or if the Part Exchange Wholegood is delivered in a worse condition or with an unreasonable increase in hours, we may nevertheless in our discretion agree with you a reduced Part Exchange Allowance and accept the Part Exchange Wholegood.

DELIVERY

15. While we will endeavour to deliver the Goods by the estimated delivery date, we will not be liable for any claim for compensation of any description arising out of a delay in delivery due to reasons beyond our control. In the event of such a delay, we will contact you to agree an alternative delivery date.

16. We may give you notice cancelling the Agreement at any time before delivery if the Manufacturer ceases to make the model or specification of goods you have ordered, or if we are unable to obtain them from the importer or other supplier, and clause 22 will apply.
17. If we are unable to supply any accessory (factory fitted or otherwise) you have ordered as part of the specification, we will contact you and offer at your option either to substitute a reasonable equivalent or to delete the accessory from this Agreement and adjust the Purchase Price accordingly. Subject to this, you shall have no claim against us in respect of our failure to supply any accessory, and shall not be entitled to cancel the Agreement.
18. If we fail to deliver the Goods within 42 days of the estimated delivery date, you may give us notice requiring delivery. If we fail to deliver within 14 days of receipt of such notice, you may give us notice cancelling the Agreement and clause 22 will apply.
19. We will inform you when the Goods are ready for delivery, and you must pay the Purchase Price (less any deposit and/or Part Exchange Allowance) and take delivery within 14 days of being so informed. All payments must be made by bankers draft or other approved means of payment by us and you. If you fail to pay the Purchase Price and take delivery within 21 days of being informed that the Goods are ready for delivery, we may give you notice cancelling the Agreement and clause 17 shall apply.
20. If this Agreement relates to the purchase of a Wholegood then, except as permitted by clause 3, you may not assign the Agreement to any other person and may not resell the vehicle for commercial purposes within four months of its delivery. A resale within that period shall be deemed to be for commercial purposes unless, at the date of the Agreement, you did not intend to resell the Wholegood. You warrant that you have no such intention and, if we discover before delivery that this warranty is untrue, we may give you notice cancelling the Agreement, in which event clause 23 will apply.

DISTANCE SELLING

21. If this Agreement has been concluded without face to face contact between us or anyone acting on our behalfs, you may give notice cancelling this Agreement within 14 days of taking delivery of the Goods, whereupon you must either return them 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. If we have agreed to accept a Part Exchange Wholegood at an agreed value in part payment of the Purchase Price, we have the option of either returning the Part Exchange Wholegood or refunding the Part Exchange Allowance.

EFFECT OF CANCELLATION

22. If we cancel the Agreement pursuant to clause 16, or if you cancel the Agreement pursuant to clauses 6, 18 or 21, we will refund your deposit and, provided the cancellation was due to circumstances beyond our reasonable control, we shall have no further liability to you.
23. If we cancel the Agreement pursuant to clauses 19 or 20, we will endeavour to sell the Wholegood to another person. If it is not sold within a reasonable time, we will sell it at auction. Within 7 days of the date of sale, we will give you a statement showing the sale price and any additional costs we have incurred in reselling the Wholegood and will refund the balance of your deposit, if any, after deducting the amount we have lost (i.e. any reduction in the sales price and the additional costs of resale). If our loss is greater than your deposit, you must pay us the difference in seven days. We will provide copies of any receipts if you request them.

TRANSFER OF OWNERSHIP AND RISK

24. The Goods will continue to belong to us until the total Purchase Price has been paid 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. Ownership of the Part Exchange Wholegood will transfer to us when you take delivery of the Goods.

WARRANTY

25. If the Goods are new we undertake that any pre-delivery work specified by the Manufacturer will be carried out and they will be sold with the benefits of the manufacturer's warranty. Remedial work under warranty may be carried out by any dealer authorised directly by the Manufacturer, who may repair or replace any defective parts.
26. We will undertake manufacturer warranty work on franchised Wholegoods not purchased from us, although we will charge you for parts and labour used and will then claim on the manufacturer warranty and credit you the warranty refund we receive from the manufacturer.
27. All used Wholegoods are sold with no warranty unless written confirmation states otherwise.
28. When used warranty is given, we will warrant the used Wholegood supplied by us against major component failure for 60 days or 200 hours from date of delivery, whichever is sooner. Major components for the benefit of this warranty are limited to Engine, Gearbox & Axles. The used warranty does not cover hoses (water, hydraulic, air), service items such filters and lubricants, exhaust DOC/DPF regeneration/cleaning, injection equipment (contamination), electrical and fuel system components, wearing parts such as belts, clutch and brake discs, tyres, tracks, pins and soil/grass engaging components, consumable items – light bulbs and fuses, lubricants, air conditioning recharge and antifreeze, cab glass, paintwork, exhausts and mufflers. Products sold outside of our service area will be on a Parts only warranty basis unless customer pays the carriage both ways.
29. We limit our 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.

NOTICES

30. 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.

These Terms & Conditions were last updated: May 2018