



CHARLIES AG AND TURF LIMITED TERMS AND CONDITIONS OF SALE

Terms and Conditions of Sale

1. Interpretation

In these terms and conditions the following words or phrases shall bear the following Meanings:

- "Company"- Charlies Ag & Turf Limited which is part of Charlies Stores Group or any of its subsidiary companies, representatives or agents
"Customer"- the Person, Partnership or Company being a Customer of the 'Company' or his agent or authorised representative
"Goods" - any product or services obtained from the Company by the Customer or his agent
"Account" - means the Account maintained by the Company to record all sales transactions with the Customer

2. Basis of the sale

2.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with the Seller's written quotation (if accepted by the Buyer), subject in either case to these Terms. These terms shall apply to the Contract and shall prevail over any other terms or documentation or communication from the Buyer.

2.2 No variation to these Terms shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller.

Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

2.3 If the Buyer is trading in machinery or equipment or a vehicle in part exchange for the Goods the Buyer must either have:

2.3.1 full legal and beneficial title to such machinery or equipment and is the registered owner of a vehicle; or

2.3.2 informed the Seller as to the ownership of such machinery or equipment or vehicle and settled all outstanding finance if any on it so that no rights are registered in the HPI register;

2.3.3 and the Buyer warrants to the Seller that at the time of delivery such machinery, equipment or vehicle shall be free of any hire purchase, leasing agreement, loan or similar charge or encumbrance and warrants to the Seller that at that time the Buyer shall have no responsibilities or obligations in respect of the same.

2.4 If the Buyer fails to fulfil its obligation in clause 2.3.2 or is in breach of its warranty in clause 2.3.3 above the Seller reserves the right to charge the Buyer for the administration costs incurred in settling the matter.

2.5 The Seller reserves the right to recover damage and costs in respect of part exchanged machinery or equipment which it incurs in restoring the machinery or equipment subject to the part exchange to full safety or to make it useable unless it was in that condition when the sale was agreed.

2.6 The Seller reserves the right to recover from the Buyer all reasonable costs entailed in obtaining lost vehicle registration documents including costs for failure to register in previous years and to notify the relevant authorities of the change of ownership.

2.7 The Buyer will be responsible for any traffic offence due to failure to transfer the registration documents in respect of a vehicle transferred under part exchange.

3. Credit Limit

3.1 If the Customer's application is accepted the Company will set a credit limit. The amount outstanding as owing to the Company may not exceed the credit limit set.

3.2 The credit limit may be reviewed from time to time or at the request of the Customer.

3.3 The Company may at any time and at the Companies discretion cancel, suspend or defer the Customer's right to obtain Goods on Credit.

4. Standard Payment Terms for Approved Account Customers

4.1 Our standard payment terms are net 30 days.

4.2 Non Standard payment terms may be required for specific goods as notified at the time of sale

4.3 The Company reserves the right to alter payment terms from time to time.

4.4 The Company reserves the right to insist on payment by Direct Debit on DD Accounts.

4.5 Receipts for payments will not be issued unless specifically requested

4.6 The Company reserves the right to charge interest on overdue amounts. Such interest will be charged daily at a rate of 5% per annum above the base lending rate for the time being of Barclays Bank Plc.

4.7 Notwithstanding the above provisions, the Company reserves the right to stop extending credit and call for full payment of all outstanding amounts at any time.

5. Non Account Holders

For whole goods and for parts of goods the Buyer shall make payment in cleared funds before delivery or collection. The Seller will accept credit card payments over the telephone subject to a charge being made.

6. Invoicing Procedure

The Company shall issue an Invoice in respect of Goods supplied for each separate sale.

The minimum invoice amount for credit transaction shall be £20.00 unless the account usage exceeds £125.00 per calendar month.

7. Pricing

- 7.1 Prices invoiced will be those in ruling at the date of supply.
- 7.2 The price of the goods shall be exclusive of any VAT.

7.3 The Company reserves the right by giving written notice to the Customer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Company which is due to any factor beyond the reasonable control of the Company (including without limitation any increase in packaging, insurance, transportation costs, costs of labour, materials or other costs of manufacture, taxes, tariffs or import duties (where applicable) or changes in legislation or regulations) or any changes in delivery dates, quantities or specifications for the Goods which are requested by the Customer or any delay caused by failure of the Customer to give the Company adequate information or instructions.

8. Delivery

- 8.1 Whilst delivery dates are given by the Company in good faith based upon information available to the Company, such dates are not guaranteed and the Company accepts no liability for delay in delivery, however caused and no delay shall entitle the Customer to reject any such delivery or any further instalments or part of the order or to repudiate the contract or order or any part thereof or to claim any damages or compensation in respect of any such delay
- 8.2 Any shortage of delivery or damage to Goods must be notified to the Company in writing within 48 hours of delivery. The liability of the Company shall be limited to the repair or replacement (at the Company's discretion) of damaged or non delivered Goods providing notice is given as required by this condition.

9. Title & Risk

- 9.1 The risk in Goods supplied shall pass to the Customer on delivery to his premises, vehicle, agent or representative.
- 9.2 The ownership and property in the Goods shall remain with the Company until such time as the full amount payable in respect of the Goods and any other work or services in connection with which they are supplied has been paid to the Company.
- 9.3 Until such time as the property in the Goods passes to the Customer, the Company shall be entitled at any time to require the Customer to deliver up the Goods to the Company and if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods.

10. Advice

- 10.1 Any advice given by an employee or agent of the Company is given in good faith and with reasonable care, however the Company accepts no liability for any loss, loss of profit or any other expense incurred as a result of the Customer following such advice.
- 10.2 No employee or agent of the Company has any authority to give any guarantee or make any statement or representation in relation to the Goods which is binding on either themselves or the Company.

11. Data Protection Act

- 11.1 The Customer authorises the Company to disclose any information relating to the Customer or the Account to any third party (including any Credit Reference Agency) subject to the provisions of the Data Protection Act 2018.
- 11.2 The Customer authorises the Company to obtain any information concerning the Customer's business and/or financial affairs from any other financial or credit facilities to the Customer.
- 11.3 By agreement to these terms the Customer requests the Company to inform the Customer of any other products or services offered from time to time by the Company or by any associated company and that such information may be communicated by post, telephone, e-mail or fax.
- 11.4 Your application will be assessed by the company by searching the files of Credit Reference Agencies who will record this search. Any details provided by you or relating to your application may be held in the Company's computer records. The Company may disclose details about you and your application to Credit Reference Agencies who may make them available to subscribing companies for future finance assessment or fraud prevention.
- 11.5 The company may use these details for marketing and other purposes subject to the provisions of the Data Protection Act 2018 (GDPR). If you do not want these details to be used for marketing purposes please inform the Company in writing.
- 11.6 The Customer may request a copy of his details held on file. This request must be in writing and the Company may make a charge for this service.

12. Right to Contra

The Company reserves the right to offset any invoice owed by the Customer against monies owed to the Customer in respect of goods or services provided to the Company by the customer on any other contract.

13. General

- 13.1 Any temporary waiver or indulgence by the Company in exercising it's right under these terms shall in no way restrict or alter any of the terms expressed herein nor the rights of the Company to enforce those terms.
- 13.2 The Company reserves the general right to alter the Terms & Conditions of Sale from time to time.
- 13.3 The Contract shall be governed by the laws of England, and the Buyer agrees to submit to the non-exclusive jurisdiction of the English courts.