

Terms and conditions of sale

Nomark Equip, Burford, Tenbury Wells, Worcs, WR15 8HS

www.nomark.co.uk

(Nothing in this document shall restrict the statutory rights of the consumer)

General

1. These terms and conditions, together with the details set overleaf, are intended to contain all the terms of the agreement between us (the Vendor) and you (the Purchaser) relating to the sale and purchase of the Vehicle/machine or Part(s) described overleaf ("the Goods"). If you wish to rely on any amendment or addition, 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 vehicle, you may arrange for a finance company to purchase it from us for the Purchase Price within 7 days of being notified that it is ready for delivery. The Vehicle will then be delivered to the order of such finance company and all references to delivery of the Vehicle shall be construed accordingly. When the finance company purchases the Vehicle, clauses 5, 6 and 9 to 18 inclusive of this Agreement shall cease to apply. The provisions of this Agreement relating to the Part Exchange Vehicle (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.
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.

Price

5. The Purchase Price is the price for the Goods, including where applicable accessories, road fund licence, delivery, vehicle tax and VAT, current at the date of the order. If the rate or amount of vehicle tax, VAT or road fund licence changes between the date of order and the date of delivery, you must pay the amount current at the date of delivery.
6. If "the Manufacturer" or the importer or other supplier to Nomark Equip 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 a decrease which is less than the decrease in recommended price, you may give notice within 14 days cancelling this Agreement, in which case clause 16 shall apply. If we do not receive notice of cancellation within this period, the Purchase Price will be amended as proposed.

Part Exchange Vehicle

7. If we have agreed to accept a Part Exchange Vehicle at an agreed value in part payment of the Purchase Price, we shall only be bound to do so if the Part Exchange Vehicle is:
 - a) free from any hire purchase agreements, charges or other encumbrances (together "Encumbrances") which you do not disclose to us before the date of order;
 - b) delivered to our place of business at the same time or before we deliver the Goods to you; and
 - c) in the same condition (subject only to fair wear and tear and reasonable increase in mileage) on delivery 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 Vehicle 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.

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

Delivery

9. While we 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 inform you of delays and where possible give an alternative delivery date.
10. We may give you notice cancelling this 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 16 will apply.
11. 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 to our failure to supply an accessory, and not be entitled to cancel the Agreement.
12. 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 16 will apply.
13. We will inform you when the Goods are ready for delivery or collection 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 payment must be made by bankers draft or other approved means of payment by us and payment shall be made in cleared funds on or before the date agreed for delivery or collection of the Goods unless other payment terms have been separately agreed between 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.
14. If this Agreement relates to the purchase of a vehicle then, except as permitted by clause 3, you may not assign the Agreement to any other person and not resell the Vehicle for commercial purposes within 4 months of its delivery. A resale within that period shall be deemed to be for commercial purposes unless, as the date of the Agreement, you did not intend to resell the Vehicle. 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 17 will apply.

Distance Selling

15. 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 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 Vehicle at an agreed value in part payment of the Purchase Price, we have the option of either returning the Part Exchange Vehicle or refunding the Part Exchange Allowance.

Effect of Cancellation

16. If we cancel the Agreement pursuant to clause 10, or if you cancel the Agreement pursuant to clauses 6, 12 or 15, 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.
17. If we cancel the Agreement pursuant to clauses 13 or 14, we will endeavour to sell the Vehicle 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 the sale, we will give you a statement showing the sales price and any additional costs we have incurred in reselling the Vehicle 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 within 7 days. We will provide copies of any receipts if you request them.

Transfer of Ownership and Risk

18. 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 Vehicle will transfer to us when you take delivery of the Goods.

Warranty

19. If the Goods are new we undertake that any pre-delivery work specified by the Manufacturer will be carried out and will be sold with the benefit of our dealer warranty. Our dealer 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 who is authorised directly 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 Purchase Price.
20. 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 our liability for any breach of this Agreement to the amount of the Purchase Price and expressly exclude any liability for loss of profit, goodwill or contracts and for any indirect, consequential or economic loss.

Notices

21. Any notice given in this Agreement must be in writing and sent by post to the address of the person 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.