Terms & Conditions

1 Interpretation

1.1 In these Terms:
"Customer" means the person named on the acknowledgement of order form or invoice
Goods" means the goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with these Terms and which are set out on the acknowledgement of order form to which these Terms are annexed;
"Seller" means BSG Supplies Limited whose trading name is BSG Tractors and Machinery (registered in England and Wales under number 02057260); "Contract" means the contract for the sale and purchase of the Goods;
"Terms" means the standard terms of sale set out in this document and (unless the context otherwise requires) includes any special terms agreed in Writing between the Buyer and the Seller;
"Writing" and any similar expression, includes facsimile transmission and comparable means of communication.

1.2 A reference in these Terms to a provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Terms are for convenience only and shall not affect their interpretation.

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.

2.3 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by the Seller is followed or acted on entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.

2.4 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.

2.5 If the Buyer is trading in machinery or equipment or a vehicle in part exchange for the Goods the Buyer must either have:
2.5.1 full legal and beneficial title to such machinery or equipment and is the registered owner of a vehicle; or
2.5.2 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;
2.5.3 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.

2.6 If the Buyer fails to fulfil its obligation in clause 2.5.2 or is in breach of its warranty in clause 2.5.3 above the Seller reserves the right to charge the Buyer for the administration costs incurred in settling the matter.

2.7 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.

2.8 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.

2.9 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 Orders and specifications

3.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in Writing by the Seller's authorised representative.

3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

3.3 The quantity, quality and description of the Goods and any specification for them shall be as set out in the Seller's quotation (if accepted by the Buyer). 3.4 If the Buyer changes the specification of the Goods prior to delivery the Seller reserves the right to charge the Buyer for all costs and charges incurred in making such changes.

3.5 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or E.U. requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.

3.6 No order which has been accepted by the Seller may be cancelled by the Buyer except with the Seller's agreement in Writing and at the Seller's discretion and in that event the Seller reserves the right to recover from the Buyer a minimum of five per cent of the gross price to be paid for the Goods. If the Goods are made bespoke to the Buyer's specification the Seller reserves the right to recover all costs on an indemnity basis if the Buyer cancels the order.

4 Price of the goods

4.1 The price of the Goods shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's suppliers' published price list current at the date of delivery. All prices quoted are valid for 7 days only unless otherwise stated or while particular stock is held or until earlier acceptance by the Buyer, after which time they may be altered by the Seller who will give notice to the Buyer.

4.2 The Seller reserves the right, by giving Written notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

4.3 Except as otherwise stated in the Seller's Written quotation or in any price list of the Seller, and unless otherwise agreed in Writing between the Buyer and the Seller, all prices are given by the Seller include the charge for delivery to the Buyer's premises.

4.4 The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.

5 Terms of payment for Pre-Approved Account Customers only

5.1 For whole Goods the Buyer shall pay to the Seller the price for the Goods as shown in the Seller's invoice and in accordance with any payment schedule specified by the Seller. All payments shall be made in cleared funds on or before delivery to such bank account as the Seller may specify.

5.2 For parts of Goods the Buyer shall pay the price of the Goods (less any discount to which the Buyer is entitled, but without any other deduction) by the end of the month following the date of the Seller's invoice, and the Seller shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer.

5.3 The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only on request.

5.4 If the Buyer fails to make any payment on the due date then, without limiting any other right or remedy available to the Seller, the Seller may:
5.4.1 cancel the contract;
5.4.2 if payment is outstanding for sixty days or more from the date of invoice refuse to make any further sales to the Buyer;
5.4.3 appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and
5.4.4 claim interest under the Late Payment of Commercial Debts (Interest) Act 1998 until payment is made in full or in the case of a Buyer who is a consumer charge interest at 3% or as awarded by a court until the date of payment such rate to accrue after as well as before any judgement (in both cases a part of a month being treated as a full month for the purpose of calculating interest).

5.5 The Seller reserves the right to ask the Buyer for a non-refundable deposit on an order for Goods that are non standard stock eg. second hand goods, goods ordered in specifically for the buyer, goods made to order or made to the Buyer's specification.

5.6 The Seller reserves the right to withdraw previously granted credit facilities at its discretion.

5.7 The Seller has the right to set off sums on one account against monies due from the Buyer on any other account.

6 Non-Account Holders

6.1 For whole goods and for parts of goods the Buyer shall make payment in cleared funds before delivery or collection. The Seller will accept cash, bank transfers and card payments over the telephone.

6.2 If payments are outstanding to the Seller under clause 6.1 the Seller reserves the right to charge interest at 3% above Bank of England base rate or as awarded by a court until the date of payment such rate to accrue after as well as before any judgment. (in both cases a part of a month being treated as a full month for the purpose of calculating interest).

6.3 Clauses, 5.3, 5.4.1, 5.4.2, 5.4.3, 5.5, 5.6 and 5.7 shall apply to non account holding customers.

7 Additional Payment Terms

7.1 The Seller will have the right to recover from the Buyer any bank administration charges it incurs on the Buyer's behalf or by reason of the Buyer's actions.

8 Delivery

8.1 Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed by the Seller, by the Seller delivering the Goods to that place.

8.2 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Seller in Writing. The Goods may be delivered by the Seller in advance of the quoted delivery date on giving reasonable notice to the Buyer.

8.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Terms or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

8.4 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without limiting any other right or remedy available to the Seller, the Seller may:

8.4.1 store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or
8.4.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

8.5. If the Buyer fails to take delivery of the goods because the Buyer has cancelled the contract under the Distance Selling Regulations the Seller shall refund or re-credit the Buyer within 30 days for any amount that has been paid by the Buyer, less any expenses incurred for the failed delivery.

9 Risk and property

9.1 Risk of damage to or loss of the Goods shall pass to the Buyer:
9.1.1 in the case of Goods to be delivered to the Buyer's premises at the time of delivery;

9.1.2 in the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection; or

9.1.3 in the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Buyer agreed to take delivery of the Goods.

9.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms, subject to the Seller paying its supplier the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due together with any interest or other sum payable in respect of such goods under the terms of this and all other contracts between the Seller and the Buyer under which such goods were sold and/or delivered.

9.3 Until such time as the title and property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property, but the Buyer may use the Goods in the ordinary course of its business.

9.4 Until such time as the property in the Goods passes to the Buyer, the Seller may at any time require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so immediately, enter on any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

9.5 The Buyer shall not be entitled to pledge, create a lien over or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without limiting any other right or remedy of the Seller) immediately become due and payable.

10 Warranties and liability

10.1 Subject to the following provisions, the Seller will pass to the Buyer the benefit of the manufacturer's warranty on the Goods in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller. If the Goods are second hand, no warranty is given by the Seller unless expressly agreed in writing between the Seller and the Buyer.

10.2 For Goods which have been serviced by the Seller, the Seller warrants that the Goods will be free from defects in workmanship for a period of 30 days from the date of delivery during which time the Seller will rectify any fault or failure free of charge. After this period of time the Seller reserves the right to charge for any repairs.

10.3 The Seller reserves the right to recover from the Buyer any costs in excess of the manufacturer's contribution for work carried out in the warranty period or outside the warranty period in 10.1 and 10.2 above.

10.4 The above warranty is given by the Seller subject to the following conditions:
10.4.1 the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;

10.4.2 the Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in Writing), misuse or alteration or repair of the Goods without the Seller's approval;
10.4.3 the Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment.

10.5 The Seller warrants to the Buyer that the Goods will be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose made known to the Seller in Writing at the time of placing the order, will correspond with any relevant specification or sample, and will comply with all statutory and E.U. requirements and regulations relating to the sale of the Goods.

10.6 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Buyer are not affected by these Terms.

10.7 Where a valid claim in respect of any of the Goods which is based on a defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Terms, the Seller may replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), in which case the Seller shall have no further liability to the Buyer. Where it is able to do so but without any obligation and at its own expense, the Seller will provide alternative Goods for the Buyer's use while the Goods purchased by the Buyer are being replaced or repaired.

10.8.1 Nothing in these terms and conditions of sale excludes or limits the Seller's liability for death or personal injury caused by the Seller's negligence, or liability for defective products under the Consumer Protection Act 1987.
10.8.2 The Seller shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods (including any delay in supplying or any failure to supply the Goods in accordance with the Contract or at all) or their use or resale by the Buyer.
10.8.3 The entire liability of the Seller under or in connection with the Contract shall not exceed the price of the Goods, except as expressly provided in these Terms.

10.9 The warranty in clause 10.1 is only available in respect of work carried out by the Seller to parts supplied by the Seller. Any customer or third party labour on parts will invalidate the warranty and will not be admissible in a warranty claim unless carried out by an authorised dealer or other authorised manufacturer's dealer.

10.10 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control:
10.10.1 Act of God, explosion, flood, tempest, fire, accident or disease or threat of disease;
10.10.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;
10.10.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
10.10.4 import or export regulations or embargoes;
10.10.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);
10.10.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;
10.10.7 power failure or breakdown in machinery;
10.10.8 failure by any of the Seller's suppliers to supply the Goods or any part of them.

11 Indemnity

11.1 The Buyer will notify the Seller immediately of any allegation that the Goods infringe or that their use or resale infringes the patent, copyright, design, trade mark or other industrial or intellectual property rights enjoyed by the Seller or by the manufacturer of the Goods or any part of them.

11.2 The Buyer warrants that any design or instruction provided by it does not infringe any patent, trademark, copyright, design right or other intellectual property right or other such interest whether registered or unregistered.

11.3 The Buyer will indemnify the Seller against all liabilities, costs, damages, and expenses arising from any claim that the Seller's use of any design or instruction provided by the Buyer infringes the rights of any third party.

12 Insolvency of Buyer

12.1 This clause 10 applies if:
12.1.1 the Buyer makes a composition or voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) enters administration or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction), or a moratorium comes into force in respect of the Buyer (within the meaning of the Insolvency Act 1986); or
12.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or
12.1.3 the Buyer ceases, or threatens to cease, to carry on business or is taken over by a third party who has no credit facility with the Seller; or
12.1.4 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

12.2 If this clause applies then, without limiting any other right or remedy available to the Seller, the Seller may cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

13 Export terms

13.1 Where the Goods are supplied for export from the United Kingdom, the provisions of this clause 13 shall (subject to any special terms agreed in Writing between the Buyer and the Seller) apply notwithstanding any other provision of these Terms.

13.2 Goods are sold as seen to export buyers. Payment is to be made in advance of transport in cleared funds. The Seller will charge for collection and delivery. The Seller will give no warranty on used goods or equipment.

13.3 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties on them.

13.4 Unless otherwise agreed in Writing between the Buyer and the Seller, the Goods shall be delivered fob to the air or sea port of shipment and the Seller shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.

13.5 The Buyer shall be responsible for arranging for testing and inspection of the Goods at the Seller's premises before shipment. The Seller shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which is made after shipment, or in respect of any damage during transit.

13.6 The Buyer will arrange insurance on the Goods from the time of payment to the Seller. Payment will only be accepted by the Seller in pounds sterling and the Seller is entitled to payments in sterling or pounds equivalent at the point of payment and to recover any difference in price due to exchange rate fluctuation from the Buyer.

13.7 Warranties and product improvement programs relating to the Goods become the responsibility of the dealer in the country to which the Goods are sold and will only be honoured to the extent of the warranty provided by the manufacturer in that country which may be more or less advantageous than the warranty offered in the United Kingdom. When the Goods have left the United Kingdom, the Seller will have no further liability to the Buyer under any warranty.

14 General

14.1 A notice required or permitted to be given by either party to the other under these Terms shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

14.2 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

14.3 If any provision of the Contract is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.

14.4 The parties to the Contract do not intend that any term of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

14.5 Any dispute arising under or in connection with the Contract or the sale of the Goods shall be referred to a single arbitrator, in accordance with the Arbitration Act 1996.

14.6 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.

15. Cancellation & Returns Policy

The Buyer has the right to cancel the Contract at any time up to 14 days after the Buyer receives the Goods, the Goods must be in an unused, in a resalable condition, in the original packaging and not have been fitted or modified in any way. Shipping costs are non-refundable. All returns are subject to a restocking fee.

The Buyer must contact the Seller in Writing or by email at sales@bsgtractorsandmachinery.co.uk.

Once the Seller has received the Goods the Buyer wishes to return:
15.1. The Seller will check the goods the Buyer has returned within, wherever possible, 14 days. The Seller may be able to check items returned immediately.
15.2. If The Seller confirms that the Goods and your returns procedure comply with the requirements set out in these Terms:

a. We will let you know that your return has been received and accepted.
b. You will receive a refund via your original payment method, usually within 14 days of a return being accepted. Or, if an exchange is available and agreed to instead, your new item will be given to you or delivered to you within our usual delivery timeframes.

15.3. If the Goods returned or your returns procedure does not comply with the requirements set out in this Returns Policy:

a. We will let you know why your return has not been accepted.
b. We may offer a reduced refund (e.g. if the goods are not in a resalable condition eg, used or damaged).
c. You will have the option to take the item back (note that you may be required to pay for shipping if necessary).