

1. VARIATION.

Henton and Chattell Ltd ('the Company') will enter into a contract for the supply of goods and/or services only on these Terms and Conditions which shall prevail notwithstanding any others accepted as a custom of trade or incorporated in any order by a Purchaser (whether written or oral and whatever the respective dates). Unless a variation of these Terms and Conditions is specifically agreed by the company in writing. Any such variation shall be effective only if it states specifically that it is intended as a variation of these conditions.

2. DEFINITIONS.

In these conditions.

- a. 'goods' means the item comprised in any contract made between a Purchaser and the Company for their supply and, where the context so permits, includes any services provided by the company.
- b. 'Insolvent' means:
 - I. In relation to a company that is unable to pay its debts as defined in section 123 of the Insolvency Act 1986 ('the act') or a proposal is made for a voluntary arrangement under part 1 of the Act or a petition is presented for an administration order under part II of the Act or a Receiver or Manager is appointed whether under part III of the Act (including an Administrative receiver) or otherwise or it goes into liquidation as defined in section 247(2) of the Act. (Other than a voluntary winding up solely for the purpose of amalgamation or reconstruction whilst solvent) or a provisional Liquidator is appointed under Section 135 of the Act or a proposal is made for the scheme of arrangement under section 425 of the companies Act 1985.
 - II. In relation to an individual that an interim order is made for voluntary arrangement under Part VIII of the Act or a bankruptcy petition is presented to the court or his circumstances are such that a Bankruptcy Petition could be presented under Part IX of the Act or he enters into a Deed of Arrangement.

3. DELIVERY.

Delivery commitments are entered in good faith but without legal commitment and the company shall not be liable for failure to deliver on any specified dates. Time is not of the essence.

4. RETENTION OF TITLE.

- a. Notwithstanding delivery legal and beneficial ownership of the goods shall not pass to the purchaser until the purchaser has paid for the goods in question in full and has also paid in full for all other goods supplied by the company pursuant to any other contract between parties.
- b. Until such time as ownership in the goods passes to the Purchaser they shall be stored and identified by the purchaser in such a way as they can be readily identified as belonging to the Company.
- c. Notwithstanding that ownership in the goods shall not pass to the Purchaser upon delivery they shall be at the risk of the Purchaser from the moment of delivery and the Purchaser shall take all reasonable measures to keep them safe and in good condition and shall insure the goods against theft loss and damage to their full replacement value.
- d. Provided that none of the events specified in sub-clause (g) below have occurred the Purchaser shall be entitled to re-sell the goods (upon its own account) in the ordinary course of its business upon condition that the price for which they are sold shall be no less than their purchase price from the Company and that upon receipt of the sales proceeds the same are immediately applied in the reduction of any sums owing to the Company by the Purchaser in respect of the goods sold.
- e. The Purchaser agrees (and shall be deemed) to use or re-sell goods supplied by the Company of the same kind and specification in the order and sequence in which they are delivered and invoiced to the Purchaser.
- f. If at any time any sum owing to the Company is overdue then (without prejudice to any other right or remedy against the Purchaser which the company may have) the Company shall have the right to enter upon any premises where the goods are (or are reasonably thought to be) stored for the purpose of locating, inspecting and repossessing the same. The Purchaser shall co-operate fully with the Company in providing access to any such premises and assist in the repossession of the goods by the Company. All costs and expenses reasonably incurred by the company in connection with such recovery shall be paid by the Purchaser.
- g. The Company shall have the right to suspend further deliveries of goods, and the price of any goods previously supplied by the Company shall immediately become due (irrespective of any previous contrary agreement or arrangement) and the Company may treat the contract as having been repudiated by the Purchaser if any of the following events occur: -
 - I. If any payment or any part thereof shall at any time remain outstanding to the Company outside its items for payments, or
 - II. If the Purchaser commits any material breach of these conditions, or
 - III. If the Purchaser becomes Insolvent as defined above suffers any distress or execution to be levied on his chattels or if the Company reasonably apprehends that any of the events mentioned above is about to occur to the Purchaser and notifies the Purchaser accordingly.
- h. Each of the clauses and sub-clauses contained in these conditions shall be construed and take effect as independent of each other and in the event of one or more such clause or sub clause being determined to be invalid or unenforceable this shall not effect the validity or enforceability of the remaining clauses or sub-clauses which shall remain in full force and effect. In the event that any clause or sub-clause contained in these conditions or any part thereof is determined to be invalid or unenforceable but would if an offending word or phrase were omitted have been valid and enforceable then the parties agree that such clause shall be constructed as if the offending word or phrase were omitted and the remainder of the clause or sub-clause given full force and effect.

5. DEFECTS.

Any short delivery of goods or any damaged goods delivered or any defective goods delivered or any non delivery of goods or mis-delivery of goods of any kind whatsoever must be notified by the Purchaser to the Company in writing within seven days of the delivery. The liability of the Company for the same shall be limited to (at its option) making up the shortage, replacing any damaged or mis-delivered goods or allowing the purchaser credit in respect thereof.

6. CONSEQUENTIAL LOSS.

The Company's liability in respect of damaged or faulty goods in respect of any alleged failure to deliver or failure to comply with the terms of any contract shall be limited in all cases to the price of the goods the subject of the contract and shall not in any circumstances extend to cover any other expenditure incurred by the Purchaser or any third party nor any consequential damage of any nature whatsoever nor loss of profit (save that this clause is not intended to exclude the company's liability in respect of death or personal injury)

7. SPECIAL TERMS.

- a. Spares ordered for EMERGENCY REQUIREMENTS which are not part of the Normal Stock Inventory will be invoiced net (i.e Manufacturers List Price)
- b. The Company reserve the right to charge carriage on SPECIAL DELIVERIES outside its Normal Delivery Schedule.
- c. Goods may only be returned at the Company's discretion. Such returns will be subject to a 15% handling charge.

8. PAYMENT.

- a. Unless otherwise stated on the invoice all accounts are payable by the end of the month following invoice date.
- b. Should the invoice not be paid on the due date then all cash discounts are withdrawn.
- c. Overdue accounts will be surcharged at the rate of 2% a month.

9. ENFORCEMENT.

The giving time by the Company to the Purchaser or the neglect or forbearance of the Company in requiring or enforcing payment of any monies payable to the Company by the Purchaser or any permitted variation of these terms and conditions or of the terms of payment on any particular occasion or occasions shall not in any way prejudice or affect the enforceability of these terms and conditions or the Company's terms of payment on any occasion or occasions.

10. INTERPRETATION.

All contracts are deemed to be entered into in Nottingham and to be governed by and interpreted exclusively according to the law of England and the Purchaser accepts the jurisdiction of the English courts in Nottingham.

11. PRIVACY CLAUSE.

The Purchaser agrees to the processing of their personal data by the Company, by John Deere and their respective service providers for the purpose of marketing products and services of any kind offered by John Deere from time to time. The Purchaser understands that this may include the transfer to and processing of their data for such purpose by John Deere companies located outside the EEA.