

Equipment Sales – Standard Terms and Conditions

1. DEFINITIONS

- **Buyer:** The individual or entity whose order for the Goods is accepted by the Company under these Conditions.
- **Company:** Refers to Waterhouse Plant Ltd, registered under company number 08051133.
- **Conditions:** These terms of sale, including any agreed modifications.
- **Contract:** The agreement between the Company and the Buyer for the sale and purchase of the Goods.
- **Goods:** The items supplied by the Company under this Contract in accordance with these Conditions.
- **Seller:** The individual or entity selling machinery to Waterhouse Plant Ltd, either as part-exchange, outright sale, or for repair.
- **Owner:** The individual or entity holding legal title to any machinery.

BASIS OF THE SALE

1. All machinery or parts supplied by Waterhouse Plant Ltd is sold as seen with no warranty implied or given by the company. It is the buyers responsibility to inspect at collection - collection is deemed acceptance of goods.
2. As stated above, the Company does not guarantee that any machinery, new or used, is fit for a specific purpose, of merchantable quality, or of any particular standard. The sale is not subject to any implied conditions or warranties, and the Company is not liable for damages resulting from defects, even if caused by negligence or breach of statutory duty by the Company or the manufacturer.
3. The Company provides no warranties for services rendered. All liability for direct or consequential loss, damage, or accidents due to defective materials, faulty workmanship, delays, or other causes is excluded, even if resulting from the Company's negligence or that of its employees or agents.

PRICE OF THE GOODS

1. Prices are subject to change without notice, and the price at the time of delivery will apply.
2. Claims for damage or shortages must be reported in writing within 24 hours of receipt, after inspection at delivery. Goods must be returned to Waterhouse Plant for inspection

ORDERS AND SPECIFICATIONS

1. The Company is not liable for non-delivery, delayed delivery, or any resulting loss, damage, or expense.
2. Goods correctly supplied as per the order cannot be returned without written permission from the Company (subject to a 15% handling charge if returned within 7 days).

3. Placing an order with the Company constitutes acceptance of these terms, overriding any inconsistent terms proposed by the Buyer.

TERMS OF PAYMENT – PARTS AND SERVICE

1. A 10% credit charge may apply, deductible only if payment complies with the Company's credit terms.
2. Only receipts issued on the Company's official documentation are valid.
3. Payment for parts, service repairs, and haulage is due by the 28th of the month following the statement date, unless otherwise specified.
4. Insurance-related repairs require an insurer authorisation number and must be settled under standard terms. Unpaid amounts are the customer's responsibility until reimbursement is made.

TERMS OF PAYMENT – WHOLEGOODS

1. Payment for wholegoods must be cleared before delivery, unless otherwise stated.
2. Major credit cards are accepted, excluding American Express.
3. Financed wholegoods require full underwriting and signed documentation prior to delivery.
4. For part-exchange machinery with outstanding financial obligations, the Buyer must settle these before the exchange. Waterhouse Plant Ltd is not responsible for unresolved financial commitments.
5. The Buyer is responsible for ensuring electronic payments are correctly received.
6. Ownership of wholegoods transfers only upon receipt of cleared funds, either directly or via a finance company.
7. Waterhouse Plant Ltd is not liable for stolen wholegoods if the Buyer fails to notify their insurer.
8. For part-exchange transactions, the customer remains responsible for maintenance or mechanical failures, as the machine must be returned in its valuation condition.

WARRANTIES AND LIABILITY

1. Used wholegoods are sold without warranty unless explicitly stated in writing.

RISK AND PROPERTY

1. Goods sent for repair or replacement are held at the owner's risk, and the Company is not liable for loss or damage.
2. The Company may retain goods until repair costs and outstanding accounts are fully paid.
3. The Company may cancel any contract without liability at any point before items are shipped for delivery.
4. The Company reserves the right to cancel with 14 days' written notice.
5. Company-owned goods must not be removed from the UK without written authorisation.

6. Providing credit card details authorises the Company to deduct payment.
7. Demonstration machinery must be fully insured by the potential Buyer for road use and theft.

GENERAL

1. These terms apply to all sales or repair contracts unless varied in writing by a Company director.
2. The Company is not responsible for road traffic offences committed by the Buyer.
3. For part-exchange agreements, the Seller must insure the goods until collection. This also applies to invoiced goods.