

CORNTHWAITE GROUP : TERMS OF BUSINESS

Registered Office: Cornthwaite Agricultural Ltd, Hall Lane, Bispham Green, Ormskirk, L40 3SB

Company Number: 06236827

This document sets out the terms and conditions (**Terms of Business**) on which we sell goods and services to our customers.

Please read these Terms of Business carefully before you submit an order with us. They contain exclusions and limitations of our liability in respect of those goods and services, which you should read carefully. If you think there is a mistake, please contact us to discuss.

1. WHAT THESE TERMS COVER

1.1 These Terms of Business tell you who we are, how we will provide goods to you, how you and we may change or end the contract, what to do if there is a problem and other important information. The terms in Schedules 1 - 4 are in addition to the general terms listed below and, unless otherwise stated, apply to all sales of goods and services as follows:

- (a) Our terms for the **supply of goods** can be found in Schedule 1 of these Terms of Business.
- (b) Our terms for the **supply of services** can be found in Schedule 2 of these Terms of Business.
- (c) If you are a **business customer who has applied for or has a credit account** with us, the terms applicable to credit accounts can be found in Schedule 3 of these Terms of Business.
- (d) If you are a customer who has purchased our extended warranty and/or maintenance plans for wholegoods (machinery) provided directly by us, the terms applicable to that extended warranty or maintenance plan offering can be found in Schedule 4 of these Terms of Business. If you purchase extended warranty and/or maintenance plans from a third party (facilitated by us), that third party's terms and conditions will apply. A copy of those terms can be made available upon request.

2. ARE YOU A BUSINESS CUSTOMER OR A CONSUMER?

2.1 In some areas, you will have different rights under these Terms of Business, depending on whether you are a business or consumer. If a term only relates to one of these categories (business or consumer), we will state that.

2.2 You are a **consumer** if you are an individual and you are buying goods or services from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

- 2.3 You are a **business customer** if you are buying goods or services wholly or mainly for use in connection with your trade, business, craft or profession or on behalf of a business. Even if you are an individual buying goods or services from us, we consider you a business customer if you represent a business.

3. INFORMATION ABOUT US, OUR GOODS AND SERVICES

- 3.1 **Who we are.** We are Cornthwaite Agricultural Limited (Cornthwaite, we, our, us). We are registered in England and Wales under company number 06236827. Our registered office is at Hall Lane, Bispham Green, Ormskirk, Lancashire, L40 3SB. Our VAT number is 901536257 (**Cornthwaite, 'we', 'us' or 'our'**). Our trading address is at Hall Lane, Bispham Green, Ormskirk, Lancashire, L40 3SB.
- 3.2 **How to contact us.** You can contact us by telephoning 01704 790008 or by writing to us at enquiry@cornthwaitegroup.com.
- 3.3 **How we may contact you.** If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 3.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these Online Terms, this includes emails.
- 3.5 You can find everything you need to know about our goods and services from our staff before you place an order.

4. WE DON'T GIVE BUSINESS CUSTOMERS ALL THE SAME RIGHTS AS CONSUMERS

- 4.1 For example, business customers can't cancel their orders, they have different rights where there is a problem with a good or service and we don't compensate them in the same way for losses caused by us, our goods or services. Where a term applies just to businesses or just to consumers, this is clearly stated.
- 4.2 If you are a **business customer**, these Terms of Business constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by us or on our behalf which is not set out in these Terms of Business and that you have no claim for innocent or negligent misrepresentation based on any statement in these Terms of Business.

5. PAYMENT TERMS

- 5.1 The payment terms for the goods, services and extended warranty and maintenance plans services we offer can be found in Schedule 1, Schedule 2 and Schedule 4 respectively.
- 5.2 If you are business customer who has a credit account with us, the relevant payment terms can be found in Schedule 3.

- 5.3 If we are unable to collect any payment you owe us, we reserve the right to charge interest on the overdue amount at the rate of 8% a year above the Bank of England base rate from time to time. This interest accrues daily from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You shall pay us the interest together with any overdue amount.
- 5.4 If you are a **business customer**, you must pay all amounts due to us under these Terms of Business in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax, as required by law), unless otherwise agreed by us.
- 5.5 If the rate of VAT changes between your order date and the date we supply the goods or services, we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

6. YOUR RIGHTS AND REMEDIES IF YOU ARE A CONSUMER

We honour our legal duty to provide you with goods that are as described to you on our website and that meet all the requirements imposed by law. Your legal rights are summarised below. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.citizensadvice.org.uk.

Summary of your key legal rights

If you have purchased **goods**, for example merchandise, parts, wholegoods, handheld products, homeowner equipment, precision ag equipment etc., the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your goods your legal rights entitle you to the following:

Up to 30 days: if your goods are faulty, then you're entitled to a full refund.

Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund in most cases.

Up to six years: if your goods do not last a reasonable length of time, you may be entitled to some money back.

If you have purchased **services**, for example our servicing offering for wholegoods, repair and maintenance of any wholegoods, precision ag software and technology support etc., the Consumer Rights Act 2015 says:

You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or you may be entitled to some money back if we can't fix it.

If a price hasn't been agreed upfront, what we ask you to pay must be reasonable.

If a time hasn't been agreed upfront, it must be carried out within a reasonable time.

7. YOUR RIGHTS AND REMEDIES IF YOU ARE A BUSINESS

- 7.1 We warrant that at the date of purchase, any goods (excluding goods which are sold "as seen") shall:
- (a) conform in all material respects with their description and any relevant specification (if applicable);

- (b) be free from material defects in design, material and workmanship;
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- (d) be fit for any purpose held out by us.

7.2 In relation to goods which are sold "as seen", we make no representations and give no warranties as to the quality, condition, state or description of the good, or their fitness or suitability for any purpose. All implied statutory or common law terms, conditions and warranties as to the quality, condition, state or description of the goods are excluded to the fullest extent permitted by law.

7.3 Unless an exception applies (see clause 7.4) if:

- (a) you give us notice in writing during the warranty period within a reasonable time of discovery that a good does not comply with the business customer warranty (see clause 6);
- (b) we are given a reasonable opportunity of examining such good; and
- (c) you return such good to us at our cost,

then we shall, at our option, repair or replace the defective good, or refund the price of the defective good in full and this will be your only remedy for breach of warranty. These Terms of Business shall apply to any repaired or replacement goods supplied by us.

7.4 We will not be liable for a good's failure (including wholegoods) to comply with the business customer warranty (see clause 7.1) if:

- (a) you make any further use of such good after telling us it is non-compliant; or
- (b) the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, maintenance or use of the good (including making use of the good in a way that is not intended);
- (c) the defect arises because we followed any drawing, design or specification supplied by you; or
- (d) you alter, modify or repair the good outside manufacturers specifications, without our written consent; or
- (e) the defect arises because of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

8. WE CAN CHANGE OUR GOODS, SERVICES AND THESE TERMS

8.1 We can always change our goods and services:

- (a) to reflect changes in relevant laws and regulatory requirements;
- (b) to make minor technical adjustments and improvements, for example to address a security threat. These are changes that don't affect your use of the goods or services; and

- (c) to correct any minor or obvious typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document.

8.2 We will notify you if we make significant changes to the goods, services or these Terms of Business and consumers will have the right to contact us to end the contract before the change takes effect: enquiry@cornthwaitegroup.com.

9. WE CAN SUSPEND SUPPLY (AND YOU MAY HAVE RIGHTS IF WE DO)

9.1 We do this to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the goods or services to reflect changes in relevant laws and regulatory requirements; or
- (c) make changes to the goods or services (see clause 8 above).

9.2 We will contact you in advance to tell you we're suspending supply, unless the problem is urgent or an emergency. If we suspend the good or service, we will adjust the price, so you don't pay for it while its suspended. If we suspend supply, or tell you we're going to suspend supply, for more than 12 months you can contact us to end the contract and we'll refund any sums you've paid in advance for goods or services you won't receive: enquiry@cornthwaitegroup.com.

10. WE CAN WITHDRAW GOODS OR SERVICES

We can stop providing goods or services. Wherever possible, we will let you know in advance by written notice on our website. We will refund any sums you've paid in advance for goods or services which won't be provided.

11. YOU CAN END AN ON-GOING CONTRACT

11.1 For the purposes of this clause, the term on-going contract means the servicing packages, extended warranty or maintenance plans.

11.2 We tell you when and how you can end an on-going contract with us (for example, for regular services, extended warranty, maintenance plans or a subscription to services or goods) during the order process and we confirm this information to you in writing after we've accepted your order. If you have any questions, please contact us: enquiry@cornthwaitegroup.com.

11.3 We reserve the right to charge you for costs reasonably incurred in preparing the goods ordered by you or carrying out the service before you cancel your contract, and we may charge a reasonable cancellation fee to process your cancellation.

12. WE CAN END OUR CONTRACT WITH YOU

We can end our contract with you for a good or service and claim any compensation due to us (including enforcement costs) if:

- 12.1 in relation to wholegoods, you are unable to secure appropriate finance (if relevant);
- 12.2 you don't make any payment to us when it's due and you still don't make payment within 7 days of our reminding you that payment is due;
- 12.3 you don't, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the good or service, for example, your address, access to your machinery and machinery documentation etc.; or
- 12.4 you don't, within a reasonable time, either allow us to deliver the good (including wholegoods) to you or collect it from us. If you have said you will collect a good (including wholegoods) but you don't do this within 7 days then, unless the good (including wholegoods) is made to your specifications, we treat your order as cancelled and refund the purchase price. If the good (including wholegoods) is made to your specifications, we will treat your order as cancelled but will not refund the purchase price.

13. WE DON'T COMPENSATE YOU FOR ALL LOSSES CAUSED BY US OR OUR GOODS OR SERVICES

- 13.1 **Our liability to consumers.** We're responsible for losses you suffer caused by us breaking this contract unless the loss is:
 - (a) **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in law, the loss was unforeseeable).
 - (b) **Caused by a delaying event outside our control.** As long as we have taken the steps set out in clause 15 (*We're not responsible for delays outside our control*).
 - (c) **Avoidable.** Something you could have avoided by taking reasonable action. For example, damage to your own digital content or device, which was caused by digital content we supplied and which you could have avoided by following our advice to apply a free update or by correctly following the installation instructions or having the minimum system requirements advised by us.
 - (d) **A business loss.** Our liability for any loss you suffer in connection with your trade, business, craft or profession is limited, as described in clause 7 (*Your rights and remedies if you are a business*).
- 13.2 **Our liability to businesses.** If you're a business, then, except in respect of the losses described in clause 13.3 (*Losses we never limit or exclude*):
 - (a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
 - (b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you for goods or services under such contract.

13.3 **Losses we never limit or exclude.** Nothing in these Terms of Business shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- (d) defective goods under the Consumer Protection Act 1987 (as applicable); or
- (e) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

Except to the extent expressly stated in clause 7, we exclude all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982.

14. **WE USE YOUR PERSONAL DATA AS SET OUT IN OUR PRIVACY NOTICE**

How we use any personal data you give us is set out in our Privacy Notice: cornthwaitegroup.com/all-terms.

15. **WE'RE NOT RESPONSIBLE FOR DELAYS OUTSIDE OUR CONTROL**

If our supply of your goods or services is delayed by an event outside our control (for example, a manufacturer moves a delivery date), we will do what we can to reduce the delay. If the delay is expected to be significant, we will contact you. At that point, you may decide to cancel the contract, subject to payment of the handling fee described at paragraph 2.5 of Schedule 1 if you are purchasing wholegood parts. We will not compensate you for any delay outside our control.

16. **OTHER IMPORTANT TERMS APPLY TO OUR CONTRACT**

16.1 **Our complaints policy.** We will do our best to resolve any problems you have with us, our goods or our services: feedback@cornthwaitegroup.com.

16.2 **We can transfer our contract with you, so that a different organisation is responsible for supplying your goods or services.** We'll tell you in writing if this happens and we'll ensure that the transfer won't affect your rights under these Terms of Business.

16.3 **You can only transfer your contract with us to someone else if we agree to this.** You need our consent to transfer your rights to someone else (except that you can always transfer the warranty). You may only transfer your rights or your obligations under these Terms of Business to another person if we agree to this in writing. However, if you are a consumer, you may transfer the warranty to a person who has acquired the goods or, where warranty relates to services, to any person who has acquired any item or property in respect of which we have provided the services. We may require the person to whom the warranty is transferred to provide reasonable evidence that they are now the owner of the relevant item or property.

- 16.4 **Nobody else has any rights under this contract (except someone you pass the warranty on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 16.3 in respect of the warranty. Neither of us will need to get the agreement of any other person to end the contract or make any changes to these Terms of Business.
- 16.5 **If a court invalidates some of these Terms of Business, the rest of it will still apply.** If a court or other authority decides that some of these Terms of Business are unlawful, the rest will continue to apply.
- 16.6 **Even if we delay in enforcing these Terms of Business, we can still enforce them later.** If we do not insist immediately that you do anything you are required to do under these Terms of Business, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, but we continue to provide the goods or services, we can still require, at a later date, you to make the payment.
- 16.7 **Which laws apply to these Terms of Business and where you may bring legal proceedings if you are a consumer.** These Terms of Business are governed by English law, and you can bring legal proceedings in respect of the goods or services in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the goods or services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the goods or services in either the Northern Irish or the English courts. We would welcome an opportunity to resolve any complaints before the matter is taken to court. We will do our best to resolve any problems you have with a good, or service, supplied by us. Please contact feedback@cornthwaitegroup.com.
- 16.8 **Which laws apply to this contract and where you may bring legal proceedings if you are a business.** If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

SCHEDULE 1 – TERMS FOR THE SALE OF GOODS

If you buy goods from us, the terms in this Schedule 1 will apply to the sale of those goods.

1. SALE OF GOODS

- 1.1 When you purchase goods from our outlets, our acceptance of your order will take place when we accept your order for goods by telling you that we are able to provide you with the goods you have ordered in the form of a written acknowledgement (Order Acknowledgement) sent to you via email or post (which may coincide with us accepting payment from you for your purchase or goods). Once we have sent you the Order Acknowledgement, or invoice, a contract will come into existence between you and us and these Terms of Business will apply to that contract.
- 1.2 Sometimes we reject orders, for example, because a good is unexpectedly out of stock, because we can't verify your age (where the good is age-restricted), or because the good was mispriced by us. When this happens, we will not charge you for the goods, or, if we have, we will refund any sums you have paid.
- 1.3 In our outlets, we accept payment with Apple Pay, Google Pay, Mastercard, Maestro and Visa and require immediate payment, unless you are a business customer who has a credit account with us, in which case the payment terms in Schedule 3 will apply to your order. Cash payment will only be accepted within limits specified by current money laundering regulations. Card payments over the phone will only be accepted up to a value of £200, unless otherwise agreed between us and you.
- 1.4 The price of the goods (which excludes VAT unless stated otherwise) will be the price indicated online, in store, on current marketing material or by our staff. We take all reasonable care to ensure that the price of the goods advised to you is correct, but if we misprice goods, we reserve the right to reject your order in accordance with paragraph 1.2 above.
- 1.5 If you think there is something wrong with goods you have purchased from us, you must either bring it into one of our outlets or contact us: feedback@cornthwaitegroup.com. Your rights and remedies if you are a consumer or business customer can be found in clauses 6 and 7 above respectively.

2. SALE OF WHOLEGOODS (MACHINERY, PARTS AND GROUND CARE PRODUCTS)

How to read this paragraph 2

When we refer to “**wholegoods**” in these Terms of Business, we mean machinery and some parts (such as some ground care products, such as lawnmowers). Full details can be provided on request.

If you are: (a) a **consumer** purchasing a wholegood in person (i.e. from one of our offline stores); or (b) a **business customer** purchasing a wholegood in any manner (whether in person or not), this paragraph 2 applies to you in addition to paragraph 1 and the rest of our Terms of Business.

If you are a **consumer** purchasing **wholegoods** from us by telephone, post, digital/text message (including WhatsApp) or email (i.e. not in person), our separate **Online Terms** will apply to your purchase. A copy of our separate Online Terms is available on our website at www.cornthwaitegroup.com.

If there is any conflict or ambiguity between the provisions of this paragraph 2 and the remainder of these Terms of Business, the provisions of this paragraph 2 shall have priority over the rest of these Terms of Business.

- 2.1 The wholegoods and their specifications are described in the Order Acknowledgement we provide you with once we have accepted your order. For new wholegoods that we do not hold in stock and which need to be manufactured by our suppliers to order ("**Made to Order Wholegoods**"), the specifications for those Made to Order Wholegoods will be agreed in writing between you and us in advance of us placing your order.
- 2.2 Any samples, drawings, descriptive matter including dimensions, weights, capacity, performance rating, or advertising produced by us and any descriptions or illustrations contained in our catalogues, brochures or on our website, are produced for the sole purpose of giving an approximate idea of the wholegoods described in them. They will not form part of the contract or have any contractual force, except where they expressly form part of the specifications of the wholegoods agreed in writing between you and us in accordance with paragraph 2.1 above.
- 2.3 If you have entered into a contract to purchase a wholegood but wish to cancel the contract prior to receiving the wholegood:
 - (a) if you are a consumer who entered into a contract for the purchase of a **wholegood (that is not a Made to Order Wholegood)** by telephone, post, digital/text message (including WhatsApp) or email (i.e. not in person), clause 11 ('Your rights to end the contract') of our online terms will apply;
 - (b) in relation to **wholegoods (that is not a Made to Order Wholegood)**, either new or used, we will use our reasonable endeavours to re-sell the wholegood to a third party but reserve the right to charge a cancellation fee. Any expenditure already incurred by us in connection with modifying the wholegood to your specifications, will be charged in addition to a reasonable cancellation fee;
 - (c) in relation to **Made to Order Wholegoods**, then, you will be charged 100% of the price of the Made to Order Wholegood and we reserve the right to charge a reasonable cancellation fee.
- 2.4 If you are purchasing a Made to Order Wholegood, then, if you wish to change the specification of the Made to Order Wholegood after you have placed your order, this may incur additional costs and/or not be possible. We will let you know if the change is possible. If it is possible, we will notify you of any changes to the price of the Made to Order Wholegood,

the timing of supply or anything else which would be necessary because of your requested change. We will ask you to confirm whether you wish to proceed with the change. If we cannot make the change, or the consequences of making the change are unacceptable to you, then you may be able to cancel the contract subject to paragraph 2.3(c) above.

- 2.5 If you are purchasing **wholegood parts** that we do not have in stock, we will need to order these parts in from our suppliers. Where you ask us to do this, we reserve the right to charge you a non-refundable handling fee of 20% of the total price of the relevant parts (as set out on the Order Acknowledgement or relevant invoice).
- 2.6 **Manufacturer warranty:** If you purchase a **new wholegood**, the manufacturer may (but may not) offer you a warranty which we will pass on to you. If you purchase a **used wholegood**, we shall pass the remainder of any manufacturer warranty to you.
- 2.7 **Extended warranty and maintenance plans:** In addition to any manufacturer warranty, you may purchase our extended warranty and/or maintenance plans, at the same time as you purchase a new or used wholegood. If applicable to you, our Extended Warranty Terms can be found in Schedule 4.
- 2.8 **Protection programmes:** We offer various protection programmes for a fee. Those protection programmes are governed by third party terms and conditions. Full details, including a copy of the relevant third party terms and conditions, are available on request.
- 2.9 **Part-exchange:** We may, at our absolute discretion, agree to accept a used wholegood provided by you as a part-exchange for the purchase of a new or used wholegood. If we agree to do this, the value of that part-exchanged wholegood will be offset against the invoice for the new or used wholegood. In asking us to accept your wholegood as part-exchange, you warrant and represent that you are the owner of that wholegood and that there is no security, encumbrance, outstanding finance or other third party right over it, along with any category of insurance damage.
- 2.10 **Purchase of your used wholegoods:** Separate terms and conditions apply to any purchase we may agree to make of your used wholegoods. Please see our website www.cornthwaitegroup.com/all-terms for our separate **Purchase Terms**.
- 2.11 **Charges and payment:**
- (a) The price of the wholegood shall be the price set out on the Order Acknowledgement or the invoice.
 - (b) Order Acknowledgments are issued once the order has been accepted by us.
 - (c) The price of the wholegood excludes:
 - (i) amounts in respect of value added tax (VAT), which you will be liable to pay us in addition, at the prevailing rate, subject to the receipt of a valid VAT invoice; and
 - (ii) any costs and charges associated with your order, which will be passed on to you.

- (d) Upon placing the order for the purchase of a wholegood, we will issue you with an Order Acknowledgement and/or we will send you an invoice, either by post or email prior to the wholegood becoming available for delivery or collection.
- (e) You will pay the invoice submitted by us within the earlier of 7 days from the date of our invoice or before delivery/collection of the wholegood to/by you, including the VAT due, in full and in cleared funds to the bank account listed on our invoice or in accordance with any credit terms or retail finance agreed by us and confirmed in writing to you. If you do not pay within this timeframe, we reserve the right to cancel the wholegood order.
- (f) Retail finance may be available to business customers, for more information please see www.cornthwaitegroup.com/finance or contact our retail finance team at retail.finance@cornthwaitegroup.com for more information. If you are eligible for retail finance, you need to pay us the full amount of any VAT due upfront and any non-refundable deposits will need to be paid before we deliver/ you collect the wholegood.

2.12 Exports: This paragraph 2.12 only applies if you are exporting wholegoods purchased by us.

- (a) Unless otherwise agreed between the parties and indicated on the export invoice issued by us, wholegoods that are to be exported outside the UK will be supported by the relevant Incoterms 2020.
- (b) At the time we issue the export invoice, we will provide you with documentation relating to sanctions and re-exports, including an addendum implementing Council Regulation (EU) 833/2014 Article 12g. You agree to, at all times, comply with the terms of any documentation relating to sanctions and re-exports and the addendum implementing Council Regulation (EU) 833/2014 Article 12g.

2.13 Delivery and collections:

- (a) We will agree the delivery arrangements with you (including delivery costs, export arrangements and estimated delivery date) prior to delivering the wholegood, but please note that we will only be able to deliver the wholegood once we have received payment.
- (b) It is your responsibility to ensure that the address you provide for delivery is correct. If delivery needs to be re-directed because the address is incorrect, you may have to pay another delivery charge.
- (c) If the wholegood is delivered to an incorrectly given address and we are notified within 72 hours, we will assist in having your order retrieved, but ultimately the responsibility lies with you to collect your order.
- (d) If our supply of the wholegood is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event. That said, if there is a risk of substantial delay, you may contact us to end the contract and receive a refund for any goods you have paid for but not received.

- (e) If you have asked to collect the wholegood from our premises, you can collect it from us at any time during our working hours of 8am to 5.30pm on weekdays (excluding public holidays) and 8am to 12pm Saturdays.

- 2.14 **Responsibility for the wholegood:** In relation to wholegoods delivered within/collected from the UK, the wholegoods will be your responsibility from the time we offload the wholegood at the address you provided us with. or, if you are collecting the wholegood, from the time you, or a carrier organised by you, collect it from us.
- 2.15 **Ownership of the wholegood:** In relation to wholegoods delivered within/collected from the UK, you own a wholegood once we have received payment in full. We retain ownership of the wholegood until we have received full payment.
- 2.16 **DVLA registration:** By purchasing a wholegood from us, you consent to us registering the wholegood in your name and on your behalf with the DVLA. To do so, we require, and you agree to provide us with proof of insurance and signed written confirmation that you want us to register it on your behalf (your **written authorisation**). If we incur any cost during this process, we reserve the right to pass that cost onto you.
- 2.17 **Record keeping:** We will retain a record of your purchase, together with your proof of insurance **and the signed DVLA registration authorisation for 2 years. We will permanently destroy these** records at the end of the 2-year retention period, unless we are required by law to retain such information for longer.
- 2.18 **John Deere wholegoods:** If you purchase a John Deere wholegood from us, we may be able to, if requested, transfer the operation centre data from your old John Deere wholegood to the John Deere wholegood you have purchased, for a fee. For more information, please liaise with our team.

3. SALE OF AGE RESTRICTED GOODS

- 3.1 Some of the goods available for sale in our outlets are age-restricted and must not be purchased by or for individuals below the legally required age. Any age-restricted good will be clearly described as such in store. It is an offence to attempt to buy age-restricted goods if you are under the required age or to attempt to purchase any such goods on behalf of someone who is underage.
- 3.2 We may ask for age verification prior to supplying any age-restricted goods. We have a 'Challenge 25' policy in place and may request proof of age verification (such as a card bearing the PASS hologram, a photographic driving licence or a passport) before you purchase age restricted goods if you appear to be under the age of 25. If you appear to be under the required age and cannot provide us with age verification, we may refuse to supply you with the goods.
- 3.3 If you are a business customer purchasing an age restricted good on behalf of your customer:

- (a) you will conduct all necessary due diligence, including age verification checks, on your customer. You will provide us with information about the age verification at the time of purchasing the goods;
- (b) you will notify us if any issues arise from the due diligence conducted, including the age verification checks you conduct, at any time; and
- (c) you will provide us with any additional information reasonably required by us regarding the due diligence conducted, including age verification checks, within 24 hours of it being requested.

4. VOUCHERS AND DISCOUNTS

The terms in this paragraph 4 apply to all vouchers purchased through us in our outlets or offered for free as part of our services and any discounts we may offer you when purchasing goods from us.

- 4.1 Any vouchers purchased through us or offered for free by us must be redeemed in our outlets, as full or part payment of goods.
- 4.2 All vouchers are dated and expire 12 months from the date of issue.
- 4.3 Vouchers cannot be exchanged for cash and may only be redeemed against goods purchased in the same currency as the voucher.
- 4.4 We are not responsible if a voucher is lost, stolen, destroyed or used without permission and no replacement will be provided in these circumstances.
- 4.5 The purchase of goods using the voucher should be equal to or exceed the voucher value. No change will be given.
- 4.6 We may at any time suspend, restrict or cancel your voucher or refuse to issue or replace a voucher if we suspect your voucher is being used in an unauthorised or fraudulent manner, if you have not complied with these Terms of Business or in the event of exceptional circumstances which prohibit the normal operation of the voucher.
- 4.7 In some instances, and at our absolute discretion, we may issue free vouchers for customers purchasing wholegoods. You will be notified if you are eligible for any such free vouchers.
- 4.8 We may, from time to time and at our discretion, introduce offers for specific goods.
- 4.9 Nothing in these Terms of Business will require us to introduce offers or make discounts available to any particular customer. Both the discount and your eligibility to benefit from any discounts shall be at our discretion.
- 4.10 You are deemed to have accepted and agreed to be bound by these Terms of Business by purchasing a discounted good.

- 4.11 The value of a discount cannot be exchanged for cash and is non-transferable and non-refundable. Discounts cannot be used in conjunction with any other offer or deal that may be available on goods.
- 4.12 We reserve the right to suspend, cancel or amend a discount at any time for any reason and/or update these Terms of Business at any time without notifying you. By purchasing a discounted good, subsequent to any update, you will be deemed to have agreed to and have accepted the amended Terms of Business.

SCHEDULE 2 – SUPPLY OF SERVICES

If you purchase services (such as our repairs, wholegoods servicing, expert check, sprayer testing, restoration of old wholegoods, assessment and preparation of quotes for insurance work etc.) from us, the terms in Schedule 2 will apply to the supply of those services. If, during the course of us providing the service, we require wholegood parts to carry out those services and such wholegood parts are provided by us, the terms in Schedule 1 will apply in addition to this Schedule 2.

This Schedule 2 only relates to services we provide to you direct rather than services we carry out on behalf of others. If we carry out work as a dealer on behalf a manufacturer, such as John Deere, the services supplied to you will be governed by the terms and conditions of that manufacturer.

1. Upon you enquiring about our services, we will request any reasonable information we may need to assess the extent of the services to be carried out. Once you provide us with such information, we will issue you with an estimate for our services (the **Services Estimate**).
2. The Services Estimate we discuss with you, or provide, is for guidance purposes only and our fees may be higher or lower than were contemplated in the Services Estimate. If we anticipate the Services Estimate changing significantly, we will be in touch as soon as reasonably practicable to inform you.
3. The Services Estimate is produced based on the information you have provided to us and any preliminary checks of the wholegoods conducted by us (if required) and will only cover the services (and any wholegood parts, if relevant) set out within. The Services Estimate will be sent to you by email, post or verbally communicated to you by a member of our service team.
4. From the point we receive your agreement to the Services Estimate, whether written or oral, a contract for services will come into existence between us and these Terms of Business will apply to that contract.
5. If we do not hear from you within 7 days of us providing the Services Estimate, we will assume you do not wish to accept our Services Estimate and our offer to provide the services will be deemed to have been withdrawn (unless we agree otherwise in writing). Where you decide not to proceed with purchasing our services, we reserve the right to charge you for the time we spent preparing the Services Estimate.
6. If you subsequently ask us to carry out the services detailed in the Services Estimate, we reserve the right to issue a revised Services Estimate for your acceptance. You acknowledge that the charges listed in the revised Services Estimate may be different to those set out in the original

Services Estimate. Again, we reserve the right to charge you for the time spent preparing the revised Services Estimate if you decide not to proceed.

7. Sometimes we reject requests for services, for example, because you are located outside the UK or because the service was mispriced by us. When this happens, we will let you know as soon as possible and not charge you for the services, or if we have, refund any sums you have paid.
8. In addition to the charges for the services, we reserve the right to charge you:
 - 8.1 a **non-refundable fee of £30 plus VAT for the time spent inspecting a ground care product** prior to carrying out any services (the **Inspection Charge**). If you proceed with the recommended repairs or purchase a replacement wholegood from us following our inspection, the Inspection Charge will be deducted from the cost of the service we provide or the price of the ground care product you purchase; and/or
 - 8.2 an **environmental charge**, if the service we provide requires the disposal, treatment or handling of waste materials, including but not limited to oils, fluids, filters or other environmentally regulated substances. Any environmental charges that apply will be communicated and invoiced to you once we have carried out the service or repair and be payable in accordance with paragraph 10 below; and/or
 - 8.3 a **mileage charge**, if our service technicians need to travel to your premises to carry out repairs, servicing or any other on-site work. Where applicable, mileage charges will be charged at up to £1.50 per mile and will be communicated to you prior to, or at the time of, arranging a visit to your premises. Mileage charges will be invoiced to you and be payable in accordance with paragraph 10 below.
9. A **sundries charge** will apply to all services carried out by us or our agents. Sundries include, but are not limited to, consumable items (such as rags and mop up granules) used during the completion of the services. The sundries charge will be communicated and invoiced to you once we have carried out the service or repair and be payable in accordance with 10 below.
10. **Charges and payment:**
 - 10.1 Depending on the type of services ordered, we will either issue an invoice for our services when we accept your order or once we supply the service. We may charge you a fixed fee or our hourly rates for the actual time spent for the service. We will confirm which option applies to the type of service we will be supplying to you before we do so.
 - 10.2 If you are a credit account customer, you will pay each of our invoices within 30 days of the date of the invoice and in full and in cleared funds to the bank account listed on our invoice. All other customers, including those credit account customers who are over their credit limits, will be required to make immediate payment of our invoices.
 - 10.3 All amounts payable by you are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). You will pay any additional amounts in respect of VAT as are chargeable

for the supply of services at the same time as payment is due for the supply of our services. If you are eligible for and opt to pay via a credit account, you may need to pay us the full amount of any VAT due upfront before we commence the services.

- 10.4 We reserve the right to charge you additional sums if you don't give us information we've asked for or if you don't do preparatory work to prepare for the services, as agreed with us. For example, we might need extra manpower, reschedule services or additional parts.
11. We will use all reasonable endeavours to meet any performance dates specified verbally but any such dates shall be estimates only and we will notify you if we anticipate not being able to meet the performance date.
12. Any special terms that may be offered by us in respect of the services and/or charges or payment are discretionary and can be removed at any time.

SCHEDULE 3 – CUSTOMER CREDIT ACCOUNTS

If you are a **business customer** who has applied for, or has, a credit account with us, the terms in Schedule 3 will apply to your application for and/or credit account.

The terms of this Schedule 3 only apply to **business customers** who apply for and/or have a credit account with us. If you do not have a credit account with us or are a consumer, the payment terms set out in clause 5 of these Terms of Business and Schedule 1 (purchase of goods), Schedule 2 (purchase of services) and Schedule 4 (purchase of extended warranty and/or maintenance plans) will apply instead.

For the avoidance of doubt, the terms of this Schedule 3 do not apply to retail finance arrangements that may be available to customers. If you are interested in retail finance, please see www.cornthwaitegroup.com/finance or contact our retail finance team at retail.finance@cornthwaitegroup.com for more information.

Part 1 – Credit account applications terms

1. If you are a business customer wishing to apply for a credit account with us, you must either contact us by email accounts@cornthwaitegroup.com or in person to enquire. Upon you enquiring about a credit account, we will ask that you (if you are an individual buying goods or services wholly or mainly for use in connection with your trade, business, craft or profession or on behalf of a business) or an authorised signatory (if you are any other type business customer) complete and return our account request form to accounts@cornthwaitegroup.com (the **Account Request Form**) and provide us with any reasonable information we may need to assess whether a credit account is suitable for you.
2. You agree to provide all relevant information as we may require from time to time in relation to your credit account application.
3. Once we are in receipt of the completed Account Request Form and all other relevant information we may require, we shall, at our sole and absolute discretion, assess that information to determine whether we can accept or reject your credit account application. We are under no obligation to accept your credit account application or provide a reason for rejecting any application.

Part 2 – Credit account terms

1. Upon us notifying you of the acceptance of your application for a credit account via email or post, a contract will come into existence between you and us and these Terms of Business, including this Schedule 3, will apply to that contract.
2. When we open a credit account for you, we will, at our sole and absolute discretion, determine the credit limit that will apply to your account, and we will notify you of that limit in writing via email or post.

3. The terms of this Schedule 3 will apply to all purchases you make up to your credit limit. If your purchase of goods and/or services exceeds your credit limit, the payment terms set out in clause 5, Schedule 1 (purchase of goods), Schedule 2 (purchase of services) and Schedule 4 (purchase of extended warranty and/or maintenance plans) of these Terms of Business will apply to such purchase(s) instead as relevant.
4. We will periodically review your credit account activity and may, at our sole and absolute discretion, increase or decrease your credit limit without prior notice.
5. **Charges and payments.**
 - 5.1 If you purchase a new or used wholegood from us, payment shall be due in accordance with paragraph 2.9 of Schedule 1.
 - 5.2 In respect of all other purchases of goods, wholegood parts and/or services, we will invoice you at the point we accept your order for goods and/or services to be supplied to you. We will send you a statement of account at the end of each calendar month.
 - 5.3 You agree to pay our invoices within 30 days of receipt of each invoice and in full and cleared funds to the bank account listed on our invoice. If your purchase relates to services, you may need to pay us the full amount of any VAT due upfront before we commence the services, as stated in paragraph 10.3 of Schedule 2.
 - 5.4 Time for payment is of the essence of the contract between you and us.
 - 5.5 In accordance with clause 5.4 (*Payment Terms*) above, you must pay all amounts due to us in full without any set-off, counterclaim, deduction or withholding, unless otherwise agreed by us (other than any deduction or withholding of tax, as required by law).
 - 5.6 If you fail to make a payment due to us under these Terms of Business by the due date, then without limiting our remedies under clause 12 (*We Can End Our Contract With You*):
 - (a) you shall pay interest on the overdue sum in accordance with clause 5.3 (*Payment Terms*); and/or
 - (b) you shall pay all costs and expenses incurred by us in recovering overdue sums or exercising our rights under this paragraph 5.6, including debt recovery fees (if any); and/or
 - (c) we reserve the right to suspend your credit account. If your credit account is suspended, all amounts due to us will become immediately due and payable in accordance with paragraph 5.7.
 - 5.7 All amounts due to us will become immediately due and payable on termination of the contract for any reason.

6. Discounts
- 6.1 From time to time, at our discretion, we may apply discounts on orders of parts or services to eligible credit account customers.
- 6.2 We will notify you of the particulars of any discounts which may be available to you. Discounts may differ by customer type, or annual spend, and relate only to the purchase of wholegood parts.
- 6.3 No discount will be available to credit account customers whose account enters arrears at any time.
- 6.4 We reserve the right to cease or suspend any discount at our discretion at any time and without notice or to change the thresholds, volumes, values and level of discount available from that notified to eligible credit account customers under paragraph 6.2, if relevant.
- 6.5 We are under no obligation to offer a discount in any given year, even if you received one in a previous year.
- 6.6 You agree that any discount offered to you shall be exclusive of VAT.
- 6.7 Your eligibility for a discount shall be at our sole discretion. Notwithstanding the generality of the foregoing, it is not intended that discounts will be available to any customer who purchases wholegood parts as a buying group, consortium or under a similar arrangement or who, in our opinion, is not acting fairly, honestly, or in good faith in respect of a discount or its ordering practices.
7. For the avoidance of doubt, we do not provide any of our credit account customers with credit references.

SCHEDULE 4 – EXTENDED WARRANTY AND MAINTENANCE PLANS

If you purchase our extended warranty for new wholegoods (machinery only) or purchase a maintenance plan through us, the terms in this Schedule 4 will apply to the extended warranty and/or maintenance plan.

Please note that this Schedule 4 only applies to extended warranties and maintenance plans provided by/held directly with us.

Other manufacturer warranty, additional protection programmes or maintenance plans you may purchase from us, and under which we provide services on behalf of the manufacturer or other third parties, will be governed by the terms and conditions of such third parties, a copy of which will be made available to you as required.

1. When purchasing a **new or used wholegood** in accordance with Schedule 1, we will inform you of any extended warranties or maintenance plans that may apply to the wholegood you are purchasing. Some types of extended warranty or maintenance plans may be available to purchase after you purchase a new or used wholegood.
2. If you wish to purchase an extended warranty or maintenance plan, you will be asked to complete and sign a separate form setting out the extended warranty and/or maintenance plan details (the **Contract Details**). A contract for the extended warranty and/or maintenance plan (as relevant) will come into existence upon you sending us a signed copy of the completed Contract Details via email or post. Where purchasing:
 - 2.1 an extended warranty, the extended warranty process set out at clause 7 will apply; and
 - 2.2 a maintenance plan, the specific terms that we will attach to the Contract Details at the time of purchase will apply,to any work done by us under the terms of each contract.
3. The extended warranty and/or maintenance plan either belongs to you (in the case of maintenance plans) or attaches to the wholegood (in the case of extended warranty cover) it relates to. The extended warranty will be transferred with the wholegood in the event you sell or transfer the wholegood. Any maintenance plan you purchase remains with you and may be applied to any alternative new or used wholegood owned by you, subject to our prior written approval. Any such sale or transfer of a wholegood or maintenance plan must be communicated to us in writing in advance to ensure continuity of cover in each case, and any proposed transfer of a maintenance plan will only be effective once approved by us in writing.
4. You are responsible for ensuring that the terms of the extended warranty and/or maintenance plan meets your needs.

5. Unless otherwise stated in the Contract Details, the extended warranty is in addition to any manufacturer warranty and will apply at the expiry of the manufacturer warranty for the wholegood. Where applicable, the maintenance plan will take effect from the date it is purchased.

6. **Eligible wholegoods**

6.1 The extended warranty and/or maintenance plan will only apply to those wholegoods set out in the Contract Details. The duration of the extended warranty and/or maintenance plan will be specified in the Contract Details.

6.2 The extended warranty and/or maintenance plan only covers wholegoods sold directly by us to you.

6.3 The extended warranty and/or maintenance plan in respect of **wholegoods components** is provided as per the relevant manufacturer's covered component list.

6.4 To be eligible for the extended warranty and/or maintenance plan:

- (a) you must have used, stored, installed, maintained, cleaned and serviced the wholegood in accordance with our and/or the manufacturer's instructions; and
- (b) the wholegood must not be of the type set out in paragraph 6.5 below,

(the **Eligible Wholegood**).

6.5 We will not be liable to provide the extended warranty and/or maintenance plan where:

- (a) you use the wholegood after you notify us of an issue with the wholegood, as set out in paragraph 7.1 below; or
- (b) you have altered, modified or repaired the wholegood without our written consent; or
- (c) the servicing of the wholegood is carried out by someone other than an authorised dealer; or
- (d) the servicing is not completed within the manufacturer's recommended timescales (hours or months); or
- (e) the wholegood suffers a defect as a result of wilful damage, negligence, or abnormal storage or working conditions; or
- (f) you have removed the wholegood's serial number; or
- (g) the wholegood was damaged during transport.

7. **Extended warranty process**

7.1 If, during the extended warranty period, you discover a defect with the Eligible Wholegood you shall cease using the wholegood and promptly notify us of the issue, the details and serial number of the wholegood.

7.2 If we ask you to return the wholegood to our depot for assessment and repair:

- (a) you will follow our instructions regarding returning the wholegood and may be required to pay for the costs of transporting the wholegood to us; and
- (b) upon us receiving the wholegood to our depot, we will assess the wholegood to determine where possible:
 - (i) that the wholegood is an Eligible Wholegood; and
 - (ii) the defect with the Eligible Wholegood and the cost of repair.

7.3 If we agree to visit your premises for assessment and repair:

- (a) we will arrange for one of our employees or subcontractors to visit your UK premises notified to us; and
- (b) on attending your premises, our employee or subcontractor shall assess the wholegood to determine, where possible:
 - (i) that the wholegood is an Eligible Wholegood;
 - (ii) the defect with the Eligible Wholegood and the cost of repair.

7.4 If we visit your premises in accordance with clause 7.3, you shall ensure that our representatives have:

- (a) full and free access to the premises and to the wholegoods and other facilities necessary to assess and repair the wholegoods; and
- (b) full and free access to any records of your use of the wholegoods; and
- (c) adequate and safe working space and facilities,

to enable us to perform the assessment and repair of wholegood. If we visit your premises but are unable to access the wholegood to assess or repair it, we reserve the right to charge you for our time and travel costs.

7.5 Promptly after the assessment in paragraph 7.2 or 7.3, we will notify you of the outcome and whether:

- (a) we will repair the Eligible Wholegood in accordance with the extended warranty, and the likely timescale for repair; or
- (b) the Eligible Wholegood is, in our reasonable opinion, beyond economical repair; or
- (c) the parts necessary for the repair of the Eligible Wholegood are no longer available; or
- (d) the wholegood is not an Eligible Wholegood or the repair falls outside of the extended warranty you purchased.

7.6 If paragraph 7.5(a) applies, we will carry out the repairs and/or install replacement parts and upon completion of the repairs we will contact you to either arrange collection of the wholegood or arrange delivery of the wholegood back to your UK premises notified to us. We reserve the right to pass any delivery charges we incur to you. The contract will apply to the repaired Eligible Wholegood for the remainder of the extended warranty period.

- 7.7 If paragraph 7.5(d) applies, we will provide you with an estimate for repairing the wholegood, if an economical repair is possible, which you are free to accept or reject. If accepted, such repairs will be carried out under Schedule 2 of these Terms of Business.
- 7.8 If paragraph 7.5(d) applies and (if relevant) you have rejected our repairs estimate for repairing the wholegood we will contact you to arrange the collection or delivery of the wholegood, at your election and cost.
- 7.9 We will use all reasonable endeavours to meet any performance dates we may specify, but any such dates are only estimates and time shall not be of the essence for performance of the contract.
- 7.10 A sundries charge will apply to all services (including those covered by our extended warranty) carried out by us or our agents. Sundries include, but are not limited to, consumable items (such as rags and mop up granules) used during the completion of the services. The sundries charge will be communicated and invoiced to you once we have carried out the service or repair and be payable in accordance with paragraph 10 of Schedule 2, above.
- 7.11 We warrant that the contract, and the extended warranty, will be provided using reasonable skill and care.
- 7.12 You will:
- (a) co-operate with us in all matters relating to the extended warranty and the assessment of the wholegood under paragraph 7.2(b); and
 - (b) provide us with such information and materials as we may reasonably require in order to supply the extended warranty and the assessment of the wholegood under paragraph 7.2(b) and ensure that such information is complete and accurate in all material respects.

8. **Payment terms**

- 8.1 The price of the extended warranty and/or maintenance plan shall be the price set out on the Contract Details. The price of the extended warranty and/or maintenance plan excludes:
- (a) amounts in respect of value added tax (VAT), which you will be liable to pay us in addition, at the prevailing rate, subject to the receipt of a valid VAT invoice; and
 - (b) any costs and charges associated with the packaging insurance and transport of the wholegood to us (and from us where relevant in accordance with paragraph 7.7 or 7.8), which will be at your cost.
- 8.2 We will invoice you, and you will pay the invoice, in accordance with the payment schedule set out in the Contract Details.
- 8.3 Any deduct, or minimum claim amount, imposed by the manufacturer will be invoiced to you.

- 8.4 You shall pay our invoices within 30 days of receipt and in full and cleared funds to the bank account listed on our invoice.
- 8.5 If you fail to make a payment due to us under these Terms of Business by the due date, then without limiting our remedies under clause 12 (*We Can End Our Contract With You*):
- (a) you shall pay interest on the overdue sum in accordance with clause 5.3 (*Payment Terms*); and
 - (b) we shall not be required to provide the extended warranty and/or maintenance plan during any period where any payments are overdue and we will not be in breach of the contract where your late or non-payment causes us to delay to or fail to provide the extended warranty and/or maintenance plan.