

## Terms of Business

### 1. Definitions and Application of Terms

- (a) In the terms 'Seller' of 'The Company' means Stalham Engineering Co Ltd.
- (b) 'The Buyer' means a Customer of the Seller. 'Goods' means products purchased by the Buyer from the Seller.
- (c) These are the only terms which the Seller offers, in no case shall the Buyers condition of purchase apply.
- (d) No verbal representation or implication of warranty or understanding purposing to be given on behalf of the Seller shall have effect to vary these terms.
- (e) No drawings, illustrations or descriptions contained in catalogues or advertising material shall be deemed to form part of the contract.
- (f) Any quotation by the Seller shall be deemed to be an offer only, acceptance of any offer shall be subject to these conditions.

### 2. Payment

- (a) Machinery, Motor Vehicles and Equipment of Wholegood nature are payable on collection by the Buyer or delivery by the Seller or as otherwise quoted by the Seller.
- (b) All other products and services supplied on credit terms are payable by not later than the end of month following date of invoice.
- (c) The Company reserves the right to charge interest at the rate of 2% per month on any sum outstanding from the date when the same becomes due for payment.
- (d) The Seller shall be entitled to suspend deliveries to the Buyer where the Sellers payment terms are not observed.
- (e) The Buyer shall not withhold payment of monies due to the Seller from the Buyer in connection with any dispute.

### 3. Prices

- (a) If between the date of acceptance of order and the date of delivery of the goods there shall be any increase in labour or materials used by the Seller in manufacture any increase or decrease in the wholesale/retail prices of the contract goods, the price payable by the Buyer shall be adjusted accordingly.
- (b) The price of goods or quotation of services does not include Value Added or any other tax or levy on the supply of goods which will be an extra charge to the Buyer.

### 4. Title of Goods

- (a) Ownership of the goods shall remain with the Seller until such time the Buyer has paid the full contract price of the goods.
- (b) So long as the title of the goods remains with the Seller, the Buyer may not encumber the goods or transfer title for security purposes.
- (c) The Buyer until such time as he resumes ownership, keeps the goods insured to their full replacement value against loss or damage with a reputable insurance company and will provide the company with evidence of insurance upon request. Goods shall be separately identifiable for such purpose.
- (d) The Company may at any time for the purpose of recovery of its goods in the event of the Buyer entering into liquidation of bankruptcy or having a receiver appointed in respect of his assets, have irrevocable licence o enter the premises where the goods are stored or where they are thought to be stored and may repossess the same.

### 5. Delivery

- (a) Any time or date for delivery named by the Seller in an estimate only and not the essence, the Seller shall not be liable for the consequences of any delay in delivery.
- (b) All goods must be inspected on delivery, all claims for damage in transit must be advised to the Seller within three days of receipt. In the case of non-delivery all claims must be made within seven days of intended arrival.
- (c) Delivery shall be deemed to have taken place when the goods have reached the Buyer's premises or agreed delivery location, or from time of collection by the Buyer or his agent or carrier.

### 6. Warranty

- (a) Where the goods are not manufactured by the Seller and found to be defective (or in short supply) the Seller shall only be liable to the extent of the terms of the manufacturer's warranty.
- (b) The Seller undertakes to make good any defect which shall develop in goods in accordance with the manufacturers specified warranty period which under normal use appears to them to require or replacement by reason of defective material or workmanship. Without prejudice to the generality of the foregoing this shall not apply to :-
  - (i) Any part from which the identification marks have been altered or removed.
  - (ii) Any goods which have been altered without approval of Seller or to which any part not approved by Seller has been added.
  - (iii) Any used goods or part thereof.
- (c) Except as aforesaid conditions, warranties and representations whether express or implied or otherwise relating to goods are hereby excluded provided that nothing contained in these terms shall exclude or restrict any of the conditions implied by section 12 of the Sale of Goods Act 1979 (or in the case of a person dealing as a consumer any of the conditions implied by sections 13 to 15 of the Sales of Goods Act 1979) or any other statutory rights of a consumer. These terms shall not reduce liability with respect to the 1987 Consumer Protection Act.
- (d) Except as aforesaid the Seller will not be liable for any loss or damage caused whether direct or consequential incurred or suffered by the Buyer or third party in relation to the goods.
- (e) The Company shall not be bound by any statement as to price, representation, warranty or condition not expressly specified herein nor any representation, warranty or condition whether verbal or in writing made by its agents or servants unless also confirmed in writing by the company.

### 7. Variation

The Seller reserves the right to make any changes in the specification or design of goods to be supplied so long as the functions or performance of goods remains unimpaired.

### 8. Force Majeure

If any event beyond the control of the Seller (including but without limitations or design of goods to be supplied so long as the functions or performance of goods remains unimpaired.

### 9. Law

This contract shall be governed and constructed in accordance with the laws of England, and the parties hereby submit to the exclusive jurisdiction of the English Court

## Privacy Notice and Data Protection

It may be necessary for us to process and retain your personal data in order to continue providing services and information to you.

**The lawful basis for holding your personal data is**

**Contractual:** we may need to hold your personal data so that we can offer credit, or provide you with services such as MOT or servicing reminders

**Legitimate interest:** we may process your data when it not required by law but is of a clear benefit to you

**Compliance with legal obligations:** we may be required by law to share your information with regulatory or legal bodies, or in order to deliver services to you

**Consent in certain circumstances:** if you give your consent we may contact you with offers, deals

**We may share your data with certain organisations as long as you give us prior consent. The types of organisation we may share your information with are:**

- Finance companies such as Case Capital, JCB Finance or Santander
- Manufacturers such as Peugeot or Case IH
- Vehicle security systems suppliers
- Warranty providers such as RAC, JCB or Case IH

If you do not provide personal data we will not be able to provide you with certain products or services.

We will retain any information collected for a maximum of 7 years after the last transaction so that we can meet our accounting requirements. However, if you wish for us to delete your information sooner we are happy to do this on request.

If we have processed your data for any other reason, such as in order to provide a quote or check driving licenses, we will delete all data after 6 months.

Under the General Data Protection Regulation (May 25<sup>th</sup> 2018) you have certain rights in regards to any personal data we hold for you:

- **The right to access**

You are able to access the personal information we have about you, including name, address, e mail, vehicle details, account details, or any correspondence upon request

- **The right to correct personal information**

You have the right to correct any personal information that is wrong or incomplete.

- **The right to erasure**

You have the right to ask us to stop using or delete your personal information.

- **The right to receive your information in an appropriate format**

You can receive your personal information in your preferred way, e.g. if requested electronically it will be supplied on Word document or Excel spreadsheet. This information will be supplied FOC and within one month. We must ensure that this information does not prejudice the rights of any other individual before proceeding.

We reserve the right to charge for requests that are clearly unfounded, repetitive, or a request for further copies of the same information.

- **The right to data portability**

We will supply any personal data you require for your own purposes and deliver it to you in a safe and secure way.

- **The right to restrict processing**

You have the right to limit any further processing of your data.

- **The right to object**

You can object to any direct marketing, we would stop processing the data straight away even if you have previously given your consent

- **The right not to be subject to automated decision making**

This includes customer profiling, you have the right to challenge this and have a right to an explanation of the decision. We have no automated decision making - ,including profiling.

- **The right to withdraw consent**

You have the right to withdraw consent at any time, where relevant.

- **The right to lodge a complaint with a supervisory authority**

Any complaint should be initially directed to Timothy Nicholson, Director at The Green, Stalham, Norwich, NR12 0BD.

You also have the right to complain directly to a supervisory body directly such as The Information Commissioner's Office, details of which can be found at [www.ico.org.uk](http://www.ico.org.uk)