

HIGHWOOD

TERMS AND CONDITIONS OF SALE

Where the goods are sold under a Consumer Sale (as defined by the Sale of Goods Act 1979) the statutory rights of the customer are not affected by these conditions.

1. These conditions are the only terms and conditions upon which Highwood will do business with the customer (which expression includes any prospective Customer) and shall prevail notwithstanding any other conditions contained in any specification purchase order acceptance of estimate of quotation or otherwise brought to Highwood's notice. No other agreement representation promise condition term or understanding of any kind unless expressly accepted in writing by Highwood shall alter vary supersede or operate as a waiver of these terms and conditions.
2. All transactions between Highwood and a customer are or shall be deemed to be transactions between principals.

PAYMENT

- 3(a) where the quotation given by Highwood is a quotation for farm buildings and installations, payment for all equipment shall be made within Seven days of the date of invoice. Payment for installation and erection shall be paid within Seven days of the date of invoice. Any deposit specified on the acknowledgement shall be paid within Seven days of the date of the deposit notice.
- (b) Where the quotation given by Highwood is a quotation for new and used tractors machinery and equipment, payment shall be made within Seven days of the date of the invoice. For all other goods and repair services payment shall be made not later than the last day of the month after the month in which the invoice is dated.
- (c) Payment of Highwood's account shall be made in accordance with the terms and conditions unless otherwise agreed by Highwood in writing.
- (d) Any and all Discounts marked on the face of the invoice are conditional on the net payment being received by the Company within the terms stated above or as varied specifically on this invoice.
- (e) In the event of the customer failing to make payment in accordance with the foregoing provisions of this clause. Any discount offered is withdrawn and Highwood may charge interest on all unpaid accounts, with no allowance for discount, at the rate of two and one half per centum per month and compounded monthly. Highwood's right to interest in accordance with the foregoing provisions of this clause shall be without prejudice to any other rights which Highwood may have.
- (f) All accounts shall be paid without discount or deduction for any set-off or counterclaim whatsoever unless otherwise agreed in writing by Highwood.

TITLE

4 Ownership of the goods (whether or not the same are affixed to property or premises belonging to the customer) shall remain with Highwood which reserves the right to dispose of the goods until payment for all the goods has been received by it in accordance with the terms contained herein or until such times as the Customer sells the goods to one of its Customers by way of a bona fide sale at full market value. If payment is overdue in whole or in part Highwood may without prejudice to any of its other rights recover and/or re-sell the goods or any of them and may enter upon the Customer's premises through its employees agents or representatives for that purpose. If any of the goods are incorporated in or used as parts for other goods before payment, the property in the whole of the other goods shall be and remain with Highwood until payment has been made (unless the other goods have been sold as aforesaid) and all Highwood's rights hereunder in the goods shall extend to the other goods. If the customer sells the goods before payment in full has been made to Highwood the entire proceeds of sales shall be held in trust for Highwood and shall not be mingled with other monies or paid into any overdrawn bank account and shall at all times be identifiable as Highwood's money. Highwood shall only be entitled to the proceeds of sale to the extent of the payment due to Highwood together with interest thereon to which Highwood is entitled under these terms and conditions. Payment shall become due immediately upon the commencement of any act or proceedings in which the Customer's solvency is involved.

RISK

5 Risk in the goods will pass to the Customer either at the time the goods are delivered to a carrier for onward delivery to the Customer or, where the goods are delivered by Highwood, at the time the goods are delivered to the Customer or the Customer's agent or representative.

DAMAGE IN TRANSIT

6 When the quotation includes the cost of freight and insurance Highwood will repair or replace free of charge, goods damaged in transit, provided the carriers and Highwood receive written notification within three days of delivery. If the carrier's delivery note requires notice in less than three days such lesser period shall be substituted for the period set out above. Except as expressly set out herein Highwood will not be responsible for goods damaged in transit nor for any consequential or other losses.

SPECIFICATIONS

7 All drawings designs specifications and other information supplied by Highwood and all drawing designs descriptions weights dimensions illustrations particulars of performance specifications and statements made in any catalogue price list leaflet brochure and other advertising matter submitted to the Customer constitute an approximate guide only and their use shall not in any circumstances constitute a sale by description.

LIABILITY FOR DEFECTS

8 If any goods sold by Highwood to the customer are incorporated in or used as parts for other goods then without prejudice to clause 9 hereof the liability of Highwood if any under these terms and conditions shall be restricted to any defect in the goods supplied by Highwood to the extent only that such defect in the goods supplied by Highwood was inherent in the goods and was not caused or contributed to by the incorporation in or use of the goods with other goods.

9(a) Save as herein contained no condition or warranty expressed or implied is given by Highwood as to the quality merchantability or life of the goods supplied or their suitability for any particular purpose or use or that specific results will be obtained or that it does not infringe the rights of any third party or that it will not cause any loss or damage.

(b) Highwood shall not be liable to the Customer in respect of any goods which are faulty or defective or for loss damage or injury arising out of the fault or defect and whether arising directly or indirectly or for the consequences thereof. The Customer shall indemnify Highwood from and against all claims actions demands proceedings made by any third party in respect of any loss damage or injury or the consequences thereof arising out of the use of the goods or any part thereof.

(c) Highwood will endeavour to pass on to the Customer the benefit together with any corresponding obligations of any manufacturers guarantees insofar as Highwood is able to pass on the same.

(d) In the case of Customers dealing as defined by the Unfair Contract Terms Act 1977 as consumers the foregoing terms and conditions are modified to the extent that Highwood is not entitled to rely upon the same by virtue of the said Act and Sale of Goods Act 1979 the Supply of Goods (Implied Terms) Act 1973 and the Supply of Goods and Services Act 1982 and any statutory amendments or modifications thereof.

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