

Terms and Conditions of Sale for Access Irrigation Limited

(Hereinafter known as *Access Irrigation*)

Prices

Access Irrigation trade in a business to business environment and all prices quoted are exclusive of VAT and are subject to the prevailing rate of VAT at the date of invoice. All prices quoted are exclusive of carriage charges, except where stated otherwise.

For the purposes of the Consumer Rights Act 2015, customers are treated as presenting themselves as a business purchasing from a trade outlet on a trade account.

Payment

For 'Supply Only' orders or orders being installed by an 'Approved Contractor', *Access Irrigation* require full payment with order.

For high value non-stock items eg; water storage tanks, control equipment, pumps etc, payment is required before ordering irrespective of account status.

For 'Assisted Install' projects, the parts will be supplied and invoiced at the commencement of the project, along with any design fees applicable. *Access Irrigation* require payment for the materials before despatch. The installation and Supervisory visits will be invoiced at the completion of the job or monthly as applicable.

For *Access Irrigation* direct installed projects, a 30% deposit is required when placing the order. The remainder will be invoiced at the completion of the job or monthly as applicable.

For *Access Irrigation* credit account Customers, invoices for goods are payable by 20th month following despatch.

All credit applications will be subject to a credit history check. *Access Irrigation* reserve the right to refuse credit terms and request full payment if necessary.

Where items have been specially ordered or manufactured and no delivery date is available, after a period of 30 days these items will be invoiced. After order, any special order items or production items cannot be cancelled without penalty charges.

No goods are supplied on a 'sale or return' basis.

Delivery

All dates given by *Access Irrigation* are estimated only and therefore *Access Irrigation* shall incur no liability for any loss or damage whatsoever as a result of a failure to adhere to any such dates.

Access Irrigation shall be entitled to make partial deliveries, invoice for goods delivered and expect payment in accordance with their terms of payment.

Our Standard service ensures that orders are normally despatched within 48hrs, on a fully traceable 24hr carrier. Bulky items may take longer and be despatched on a slower service. Any changes to these delivery arrangements such as timed delivery costs will be borne by the Customer.

Orders from Quotations are normally despatched within 7-10 working days from date of order/receipt of payment (if applicable).

Unless informed of a future delivery date at the time of order, goods held for more than 30 days after payment will have a storage charge added.

All goods supplied for destinations outside of the United Kingdom are sold ex-works. Acceptance by the carrier on behalf of the Customer shall constitute delivery of the goods and insurance and risk liability shall pass to the Customer at this point.

The Customer is obliged to accept delivery of goods. Where re-delivery is required; or goods need to be specifically booked in; or goods need to be delivered on a non-standard vehicle (ie. due to access or unloading restrictions), *Access Irrigation* reserves the right to pass any additional charges on to the Customer.

It is the Customers responsibility to inform *Access Irrigation* of any short delivered or damaged goods. This must be done in writing within 5 working days. Any goods delivered damaged must be signed for as damaged and notified to *Access Irrigation* immediately.

Returns

All goods must be returned to the place where possession was taken of them. *Access Irrigation* will at their discretion provide a credit for non-faulty goods provided they are in a re-saleable condition. A re-stocking charge will be levied on any items credited. Items ordered verbally with just a description of the part required, will be subject to re-stocking charge.

No goods will be accepted without prior authorisation from *Access Irrigation* and accompanied by an *Access Irrigation* returns form, obtainable from the Sales Department.

The re-stocking charge will be 15% of the value of the goods returned (subject to a minimum charge) less any carriage costs incurred. Non stock items will only be accepted subject to agreement with suppliers and may be subject to higher charges.

For UK consumers, your rights to return goods are protected under the Consumer Contracts Regulations 2013. A consumer is defined as "an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession". If you are a consumer under this definition, and wish to cancel your order, please let us know in writing within 16 days of receipt. You need to arrange to get the goods back to our premises in Crick within 28 days of receipt. The cost of returning the goods to be borne by the consumer. Goods must be in a re-saleable condition upon return. Any goods which in the opinion of Access Irrigation Ltd are not in a re-saleable condition will not be refunded.

Warranty

Access Irrigation warrants that all goods supplied are to the best of their knowledge of merchantable quality and are free of any defects due to materials, design or workmanship.

Warranty is on a 'Return to Base' basis and the customer is responsible at their expense for returning the goods to *Access Irrigation* or direct to the supplier. All goods should be returned on a 'signed for' service. For UK consumers, this cost will be refunded if a valid Warranty claim.

Warranty covers materials and workmanship for a 12 month period from the date of invoice.

Where goods have been installed by *Access Irrigation* or are covered by an *Access Irrigation* additional warranty package, warranty will cover an engineer call out to check/replace faulty item, however if goods are found not to be covered by warranty both labour and parts will be chargeable.

Access Irrigation will deal with any claim as soon as practicable, usually within 7 working days. Returns requiring warranty validation from suppliers may take considerably longer especially during peak season.

Access Irrigation's total liability is limited to the replacement or repair of the product or invoice value of the faulty item. *Access Irrigation* reserves the right to substitute any goods with those of similar quality if the original is unavailable. The method of settlement of any claim is at the discretion of *Access Irrigation* Repair or replacement under the terms of *Access Irrigation* warranty does not provide right to extension or renewal of the warranty period.

Before return of any goods authorisation must first be obtained from *Access Irrigation* who will send relevant authorisation numbers and relevant returns form. These must be completed and accompany all goods being returned.

No returned goods will be accepted without prior authorisation and completed returns form.

Certain goods eg: pumps, injectors, controllers may be returned to the supplier or manufacturer for inspection and validating warranty claim. Any adjudication by the supplier will be binding on both *Access Irrigation* and the customer.

If a replacement is required before a warranty claim has been settled, this will be chargeable irrespective of claim outcome and no credit will be issued.

An inspection charge will be levied on all goods returned which have no fault.

Goods will be returned on a 24hr carrier. This will be chargeable for goods that have no claim under warranty.

Risk & Title

Risk and therefore responsibility for insurance of all items supplied shall pass to the Customer upon delivery within the UK. Title of items supplied by *Access Irrigation* does not pass until all outstanding amounts due are settled in full.

Quotations

All quotations are valid for a period of 3 months from date of issue, barring exceptional price increases.

In the event of exceptional price increases occurring before goods are delivered, *Access Irrigation* reserve the right to charge this increase.