



Cox Agri Terms and Conditions

Whereas:

The Company wishes to sell Goods and services to the Buyer, and the Buyer wishes to purchase goods and services from the Company on full acceptance of the Company's terms & conditions set out below.

Definitions:

- a) The "Company" means Cox Agri
- b) The "Buyer" means the person contracting with the Company
- c) The "Site" means 1 Greencroft, Industrial Park, Stanley, County Durham, DH9 7YA
- d) The "Goods and services" mean the articles, items or services the Buyer agrees to purchase from the Company

1) Acceptance

Acceptance of these terms and conditions will be deemed to legally bind the Buyer, and no Goods and services will be supplied by the Company except in accordance therewith. In case of any conflict between these conditions and those of the Buyer these terms and conditions shall prevail.

2) Liability

The Company will not be liable to the Buyer for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (however caused) which arise out of or in connection with the sale of Goods and services by the Company to the Buyer.

All warranties, conditions and other terms implied by statute or common law (save for conditions implied by section 1 of the Sales of Goods Act 1979) are, to the fullest extent permitted by law, excluded from these terms and conditions. Nothing in these conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence or fraudulent misrepresentation.

For the purposes of the Contracts (Rights of Third Parties) Act 1999 [and notwithstanding any other provisions of this agreement] this agreement is not intended to, and does not, give any person who is not a party to it, any right to enforce any of its provisions.

3) Return of Goods

3.1 Under normal circumstances the Company will not accept goods for return

3.2 Items returned must be sent to the Site, accompanied by a goods returns number issued by Customer Services Department stating the reason for return and showing invoice number against which they were supplied.

- 3.3 Items will only be considered for credit if ordered in error and returned to the Company unused, in the original packaging and in a saleable condition within one week of invoice date against which they were supplied
- 3.4 A 20 % handling charge (subject to a minimum charge of £10) will be levied on items returned which were correctly supplied by the Company
- 3.5 Tags marked incorrectly by the Company must be returned to the Company site, the Company will replace the tags and refund the postage costs
- 3.6 Items specially manufactured or obtained for the Buyer will not be accepted back for Credit
- 3.7 Items for which the Company has quoted and received the Buyer's written confirmation of acceptance will be supplied and will not be accepted back for credit
- 3.8 Responsibility for returned goods in transit remain with the Buyer at all times
- 3.9 The Company will not accept responsibility for goods returned until received at the Company site
- 3.9.1 Notification of goods received damaged or incomplete must be sent in writing to the Company within three days of delivery
- 3.9.2 Notification of non-delivery must be in writing to the Company office marked " for the attention of the customer services departments" within 14 days of the invoice
- 3.9.3 Products despatched direct to a third party on instructions from a Buyer are deemed to have passed through the Buyer's hands
- 3.9.4 If the Buyer returns to the Company any goods, which he claims, are defective and the Company agrees they are defective or faulty; the Company will replace the goods with an identical or similar item provided the goods are returned within six (6) months of delivery at the expense of the Buyer and the Buyer can provide proof of purchase from the Company.
- 3.9.5 The Buyer must ensure all goods returned to the Company are clean and Bio hazard free

4) Veterinary products

Veterinary products such as bloodless castrators and surgical equipment should only be used by suitably qualified personnel, trained in the setting and use of such products.

5) Title and risk

Title property in the goods shall pass to the Buyer on payment in full to the Company of all the sums payable in respect thereof. Until such time the goods remain the absolute property of the Company and the Buyer shall allow access to repossess the goods at any time until

payment is received in full; the risk in the goods shall commence on delivery of the goods at the Buyer's address, consignee address or any other address stipulated by the Buyer.

6) Price

Prices, and any relevant discounts, will be those ruling at the date of despatch. The Company reserves the right to override or change any issued price lists without notice to the Buyer. Any promotional offers only apply within the promotional period.

7) Delivery and storage

All quoted delivery or consignment dates are estimates only, the Company is not obliged to meet such dates and will not be liable to the Buyer by reason of delays caused by any reason whatsoever, time is not of the essence.

The Company will not be liable for any product that has not been correctly stored in accordance with the product specifications or instructions.

8) Payment

The payment of goods will be strictly thirty days from the date of invoice unless separately agreed in advance with the accounts department.

9) WEEE Compliance B2B terms & conditions: The B2B end user is responsible for payment of the carriage of any part obligated WEEE to the producer compliance scheme's designated AATFs. *Registration number: WEE/GA0087VR*

10) Governing Law

The terms and conditions above shall be governed by and construed in accordance with the law of England and Wales and the Buyer hereby submits to the non-exclusive jurisdiction of the English courts.