# TERMS AND CONDITIONS OF SALE

### **Prices and payment**

- 1) Prices are subject to alteration without prior notice. In the event of receiving your order we shall do our utmost to supply at the price quoted but reserve the right to invoice at the price ruling at the date of collection or despatch.
- 2) Subject to the provisions of any other agreement made in writing, payment is required by the 20<sup>th</sup> of the month following the month of date of invoice.
- 3) Discounts or credit surcharges will only be allowed if payment is made by the due date.
- 4) Payment received will always be credited to the longest outstanding part of a customer's account. Discount cannot be allowed on later purchases when earlier accounts are outstanding.
- 5) We reserve the right to add a surcharge of 1 ½ % per month COMPOUND on all accounts not paid by the due date.

# Value added tax

6) Value Added Tax is added to the invoice at the rate ruling on the date of collection or despatch.

## Force Majeure

7) Every effort will be made to execute orders in reasonable time, but R.M. JONES (Farmcentre) LLP shall in no way be liable for any loss, damage or the like, caused by or resulting from inability to deliver or delay in delivery arising from any cause whatsoever outside the sellers reasonable control and in particular from Government intervention, strikes, lock-outs, accidents, failure or shortage of fuel and/or power shortage of supplies, transport delays or difficulties, breakdown of machinery or plant, fire, frost, inclement or unfavourable weather.

### **Returned** goods

8) Should we agree to accept back or collect goods for credit we reserve the right to make a restocking charge of 10% on the value of the goods. Our staff have specific instructions not to accept goods for return without the prior authority of management. When special orders have been initiated it will be impossible for us to accept cancellation or return of such goods.

# **Conditions of supply**

9) All goods supplied by us are of merchantable quality and are suitable for the purpose required. As we cannot exercise control of their storage, handling, mixing or use, or weather conditions before, during or after application which may affect the performance of the goods, all conditions and warranties as to quality or fitness for any purpose of our goods, apart from negligence arising from the direct action of R.M. JONES (Farmcentre) LLP is excluded. No responsibility will be accepted by us for any failure in performance, damage or injury whatsoever arising from storage, handling, application or use.

N.B. POM-VPS products are required by law to have been stored under our own supervision. In order to maintain legal standards we are unable to accept these products back once they have left our stores.