

TERMS AND CONDITIONS OF SALE OF ROD GASKIN LTD

Registered Office: Rod Gaskin Ltd, Windmill Farm, Colemore Lane, Colemore, Alton, GU34 3PY
VAT Registration No: GB631 9527 34 Co. Registration No: 2965774

1. In these terms and conditions, "the company" shall mean Rod Gaskin Limited or any subsidiary or associated Company thereof, "consumer sale" shall have the same meaning as in section 55 (7) of the Sale of Goods Act 1893 (as amended). "Kubota Approved Trader" or "Trader" shall mean a person, firm or company which has been designated an approved trader by Kubota (UK) Limited or an associated or subsidiary company thereof in accordance with its usual trade practice for the time being in current use. "The Distributor" and "the Distributors" shall mean "the company" as defined below.
2. All offers are subject to the availability of the goods and in the event of the Company's supplier, whether he be the manufacturer or not, increasing the price of the goods between the date of an order by the purchaser to the Company and the delivery of the goods to the purchaser by the Company, the Company reserves the right to increase the price to be paid by the purchaser. Prices quoted for all repair work are estimates only and can be subject to adjustment on completion.
3. The property in any goods shall not pass to the purchaser until the payment of the full purchase price, including any interest payable under clause 10 hereof or any other monies due, has been made to the Company. If the purchase price or any part thereof is unpaid, the Company shall be permitted (without prejudice to any other rights which the Company may have by virtue of the terms of the contract, statute, common law or otherwise) to enter the premises where the goods are situated and remove the goods at the purchaser's expense. In the exercise of the rights under this Clause, the Company shall not be liable or responsible for any damage to any property or goods situate on the said premises or to the said premises themselves, howsoever and by whomsoever caused, except where the same was caused by the deliberate act or the recklessness of its servants.
4. Where goods are sold to a purchaser who is not dealing as a consumer as defined by section 12 of the Unfair Contract Terms Act 1977:-
 - (i) the Purchaser shall not rely on the seller's skill and judgment when selecting the goods, and
 - (ii) the Purchaser shall examine the goods on delivery and shall be deemed to have satisfied himself by inspection that the goods are of a merchantable quality.
- 5.(a) In the case of goods supplied or sold to the Company by Kubota (UK) Limited or an associated or subsidiary company thereof (i) the sale of the company to the purchaser shall be subject to the terms set out in a document headed "Distributor's Terms and conditions of Sale" which are deemed to be incorporated herein and a copy of which will be supplied by the Company on request and the Purchaser is deemed to purchase with full knowledge thereof. If anything contained in the said "Distributor's Terms and Conditions of Sale" is inconsistent with anything set out herein the former shall prevail, and (ii) where such goods are bought by a purchaser who is a Kubota approved trader it shall be a condition of the sale that on any resale by the purchaser he shall incorporate into the agreement for resale the terms set out in a document headed "Trader's Terms and Conditions of Sale" a copy of which will be supplied to the purchaser by the Company on request and the purchaser is deemed to purchase with full knowledge thereof. It is hereby expressly declared for the avoidance of doubt that the words "The Distributor does not give any warranty in respect of the goods except ..." mentioned in the "Distributor's Terms and Conditions of Sale" refer to the quality, condition and fitness of the goods and not to the title of the goods and the provisions of section 12 of the Sale of Goods Act 1893 shall be deemed to be incorporated in these terms and conditions.
- (b) In the case of new goods, other than those referred to in (a) above, the Company assigns to the purchaser the benefit of such warranty (if any) given to the Company in respect of such goods and such assignment is given and accepted instead of expressly excludes any other guarantee or conditions or warranty as to quality or fitness for any purpose whether statutory or otherwise in so far as it is reasonable to exclude or restrict the same unless the sale is to a person who is dealing as a consumer in which case this sub-clause shall be of no effect. The Purchaser is deemed to purchase with full knowledge as to whether there is any such warranty and if so, the terms thereof and the Company will supply to the purchaser a copy of such warranty on request and will, at the purchaser's expense, do any act or execute any document necessary to perfect such assignment.
- (c) In the case of goods which are not new, insofar as it is reasonable for them to do so, the Company sells the same without any guarantee, condition or warranty as to quality or fitness for any purpose whatsoever and the Purchaser is deemed to have satisfied himself by inspection or otherwise of the condition of the goods ordered and enters into this agreement relying on his own judgement and information. Without prejudice to the foregoing this sub-clause shall be of no effect where the sale of the Company is to a person who is dealing as a consumer.

- (d) In the case of Goods supplied (but not manufactures) by the Company the liability of the Company shall be limited to amounts recovered by the Company under warranties given by the supplier to the Company provided that the Company shall not be called upon to bear any liability or expense greater than the amount recovered from the supplier. Nothing in the Conditions shall impose any liability upon the Company in respect of any loss damage consequential or otherwise in relation to or arising out of the Goods found to be defective where the defect is attributable directly or indirectly to the acts, omissions, negligence or default of the Customer or Customer's servants or agents involving (in particular but without prejudice to the generality of the foregoing) any failure by the Customer to comply with the recommendations of the Company as to storage, handling, maintenance and use of the Goods. If the Company shall become legally liable to the Customer in any way whatsoever, then the liability of the Company in respect of any or all course of action shall in no circumstances exceed the price of the goods and Services under the Contract. The Company's liability does not cover defects arising from the Customer's negligence, wilful damage, faulty assembly or maintenance or from alterations carried out without the Company's written consent or from repairs carried out improperly by the Customer, nor does it cover fair wear and tear or normal deterioration.
 - (e) The Company, its servants or agents shall not be liable for any claim for death or personal injury or consequential loss or damage, however caused, except that liability for death or personal injury only as a result of negligence cannot be excluded or restricted by any contract term. Without prejudice to the foregoing, where the sale of the Company is to a person who is dealing as a consumer or consumer rights as laid down by law will be excluded or restricted by this clause.
6. In the case of new goods, the price and specification relating to the same may be altered at any time by the Manufacturer without notice, and the Company therefore reserves the right to deliver the goods conforming to the Manufacturer's prevailing specification and price at the time of delivery.
 7. Whole goods purchased require a ten per cent (10%) non-refundable deposit before the item can be ordered.
 8. The Company will endeavour to deliver goods on the proposed or estimated date, but no guarantee is given for the time of delivery, and the Company shall not be liable to the Purchaser for any non-delivery delay in delivery, nor any claim for damages, nor any consequential loss occasioned thereby. The Company further shall not be liable for any delays, costs, labour charges or any other consequential loss arising from the supply of or use of incorrect or faulty goods or parts unless the incorrect or faulty goods or parts were sold to the purchaser by the Company and the goods or parts were fitted by the Company or some other person authorised by it in which case the provisions of clauses 4 and 5 hereof shall apply. The Company reserves the right to dispatch and to invoice any part of the order when available.
 9. The buyer, when settling an account by any form of electronic payment, will be fully responsible for ensuring the funds are received into our account correctly.
 10. We may give you notice cancelling the agreement at any time before delivery if the Manufacturer ceases to make the model or specification of goods you have ordered, or if we are unable to obtain them from the importer or other supplier, and clause 22 will apply.
 8. It is the sole responsibility of the Purchaser to ensure that all regulations relating to weight, construction, equipment, licensing, operating and the safety of drivers and operators of the machinery, both on and off the highway, are complied with.
 9. Any goods, whether the property therein has passed to the purchaser or not, shall remain at the Company's risk.
 - (i) In the case of goods to be transported by any means other than the Company's own delivery vehicles, until the said goods are delivered to the carrier.
 - (ii) In the case of goods to be transported by the Company until the goods have been delivered to the purchaser, his servant and/or agent.
 - (iii) In the case of goods to be collected by the purchaser on collection by the purchaser, his servant or Agent.
 10. The Purchaser shall pay for capital equipment on receipt of invoice or at the time of delivery, whichever is the earlier and credit accounts, where granted and which are essentially for parts and service, are due for settlement by the 25th day of the month which next follows the invoice date. Time for payment under this clause shall be of the essence of the contract and in the event of payment not being received in full on or before the due date the purchaser shall pay interest on the whole or any part of the purchase price for the time being unpaid at the rate of 2 per centum per month calculated from the first day of the month immediately following the due date for payment until actual payment is received by the company, such interest being payable as soon as the same shall have become due.
 11. Neither the Company nor any of its servants or agents shall be liable for any loss of or damage or delay to the goods or any part thereof whilst on the Company's premises, whether due to negligence (in so far as it is reasonable to exclude or restrict liability therefore) or any other cause whatsoever.

12. Rod Gaskin Ltd cannot be held responsible for any Wholegoods delivered to the premises which are subsequently stolen and are not covered by the buyer's insurance due to the insurance companies not being notified by the buyer.
13. No person shall be authorised by the Company to make any statement or representation which is in any way at variance with or is inconsistent with the terms set out or referred to herein. Any variation of the terms and conditions set out or referred to shall only be effective if accepted and confirmed in writing by the Company. Any concession or any waiver by the Company of terms and conditions shall not in any way prejudice the Company's legal rights.
14. These terms and conditions (including the "Distributor's Terms and Conditions of Sale") shall be governed by English Law, and the English Court shall have jurisdiction in any dispute arising therefrom or from any sale by the Company.

These terms and conditions were last updated: August 2025