

GGM Group Ltd General Terms & Conditions for the Supply of Goods and Services

1 Definitions

- 1.1 "Customer" means the person, corporation, firm, association or trust who purchases Goods and or Services from the Supplier.
- 1.2 "Conditions" means these terms and conditions and any special terms and conditions agreed in writing by the Supplier.
- 1.3 "Customer's Default" see clause 11.5
- 1.4 "Contract" see clause 2.2.
- 1.5 "Delivery" see clause 6.1
- 1.6 "Delivery Date" means the estimated date specified by the Supplier when the Goods or Services are to be supplied to the Customer, or the date of collection for shipment for export orders.
- 1.7 "Goods" means the articles which the Customer agrees to buy from the Supplier including Used Goods.
- 1.8 "Price" means the price for the Goods (excluding carriage, packing, insurance and VAT), plus the amount of the charges for the Services as set out in the Service Specification or calculated on a time and materials basis in accordance with the Suppliers daily fee rates as set out in its current price list
- 1.9 "Supplier" means GGM Group Ltd
- 1.10 "Services" the services supplied by the Supplier to the Customer as set out in any Service Specification.
- 1.11 "Service Specification" means the description or specification for the Services provided in writing by the Supplier to the Customer.
- 1.12 "DP Legislation" means the UK data protection legislation and any other EU and other Legislation relating to personal data in force from time to



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time which apply to party relating to the use of personal data.

1.13 “Used Goods” means Goods which are not new including demonstration equipment, former Hire equipment and other pre- owned equipment.

1.14 “Manufacturer” means the original manufacturer of the Goods.

1.15 “Internet Sales Provisions” are set out at the end of these Conditions.

2 Conditions applicable

2.1 Except where application to one or other is expressly specified all of these Conditions shall apply to all contracts for the supply of Goods and/or Services by the Supplier to the Customer to the exclusion of all other terms and conditions including any terms or conditions which the Customer may purport to apply under any purchase order, confirmation of order or similar document, save for the Suppliers Internet Sales Provisions which shall be read in conjunction with and form part of these Conditions and override these Conditions in respect of Internet Sales only.

2.2 All orders for Goods or Services other than those received over the Internet shall be deemed to be an offer by the Customer to purchase Goods or Services from the Supplier pursuant to these Conditions, and a contract formed when the Supplier accepts the Customer's Order in writing including these Conditions (“**the Contract**”).

2.3 Acceptance of delivery of the Goods (or any instalment) and/or performance of the Services shall be deemed conclusive evidence of the Customer's acceptance of these Conditions.

2.4 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by a director of the Supplier.

3 The Price and payment

3.1 The Price(s) and the Suppliers daily fee rates quoted are exclusive of VAT and are those current at the date of quotation. They shall be subject to variation without notice to allow for any increase in cost coming into



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effect between the date of quotation, estimate or tender and the date of delivery or supply of the Goods or Services unless specifically stated otherwise in writing by the Supplier as fixed.

- 3.2 Any quotation given by the Supplier shall not constitute an offer and is only valid for a period of 30 days from its date of issue.
- 3.3 Payment of the Price shall be due for payment with order unless a credit account has been opened with the Supplier, when payment of the Price shall be due from the Customer for the Machinery 7 days from date of invoice and for Parts and Service supplied by the 21st day of the month following the date of invoice. Time for payment shall be of the essence.
- 3.4 When an account is not paid on the due date the Supplier is entitled without prejudice to any other rights it may have to charge the Customer:-
- a) interest at 3% per calendar month on the total value of the overdue amount. The charge will be made from the due date until the date the payment for the overdue balance is credited in cleared funds to the Suppliers bank account and shall accrue at such a rate after as well as before any judgment;
 - b) an administrative fee of £50; and
 - c) any further costs incurred by the Supplier in the collection of the overdue balance all of which shall be paid together with the overdue amounts.
- 3.5 All amounts due under this Contract shall be paid in full without set off, or withholding.
- 3.6 If the Goods are delivered in instalments, the Supplier shall be entitled to invoice each instalment as and when delivery thereof has been made notwithstanding non-delivery of other instalments or other default on the part of the Supplier.

4 The Goods

- 4.1 Save as otherwise provided in clause 5.3 in the case of Used Goods, the quantity and description of the Goods shall be as set out in the Supplier's

quotation/sales literature or on the Suppliers Website.

5 Warranties and liability

- 5.1 The Supplier warrants that the Goods (excluding Used Goods) will at the time of delivery correspond to the description given by the Supplier. Except where the Customer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977) all other warranties, conditions or terms relating to fitness for purpose, satisfactory quality or condition of the Goods Used Goods or the Services and whether implied by statute or otherwise, (including but not limited to the Supply of Goods and Services act 1982) are to the fullest extent permitted by law otherwise excluded from the Contract.
- 5.2 Where the Goods (excluding Used Goods) are branded, the Supplier shall assign to the Customer the benefit of any warranty supplied by the Manufacturer and the Customer shall accept such obligations in lieu of any liability of the Supplier save as set out clause 8;
- 5.3 Subject to clause 5.4, where the Goods are Used Goods, the Supplier warrants that except for any defects which are described orally to the Customer and/or highlighted to the Customer in writing prior to sale, or are clearly visible on inspection at the Suppliers premises, the Used Goods shall on delivery and for a period of 3 months thereafter be of satisfactory quality within the meaning of the Sale of Goods act 1979 ("Used Goods Warranty"). In the case of Used Goods the Supplier undertakes subject to the Customer permitting the Supplier to inspect the same, to at its option, repair or replace with Used Goods of a similar standard, any Used Goods which do not comply with the Used Goods Warranty or at the Suppliers option to refund the Price of the Used Goods to the Customer in full satisfaction of all liability. Any refund shall be made to the credit card or debit card used to pay for the Used Goods (if this was the method of payment used) made upon return of the Used Goods to the Supplier or after the opportunity to inspect and uplift them from the Customer.
- 5.4 The Supplier shall not be liable for failure of any Used Goods to comply with the Used Goods warranty where the defect arises as a result of fair



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wear and tear, the Used Goods have suffered accidental or wilful damage, been neglected or placed in abnormal storage or used under abnormal working conditions or the Customer has failed to store, maintain, service or use the Used Goods in accordance with good trade practice and/or the Manufacturer's instructions.

6 Delivery of the Goods

- 6.1 Delivery of the Goods within the UK shall be made to the Customer's address on the Delivery Date and ex works or as set out in the Contract for export orders ("Delivery"). The Customer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
- 6.2 Delivery Dates are estimates only and the Supplier shall not be liable for any loss or damage whatever due to failure by the Supplier to deliver the Goods (or any of them) promptly or at all.
- 6.3 The Supplier shall have the right to make delivery of the Goods by instalments of such quantities and at such intervals as it may decide. Any express provisions as to instalments in the Contract shall be in addition to and not in derogation of this right. Each instalment shall be deemed to be a separate Contract
- 6.4 The Supplier shall not be liable to the Customer for late delivery or short delivery of the Goods.
- 6.5 Notwithstanding that the Supplier may have delayed or failed to deliver the Goods (or any of them) by the Delivery Date the Customer shall be bound to accept delivery and to pay for the Goods in full provided that delivery shall have been tendered at any time within 1 month of the Delivery Date.
- 6.6 If for any reason the Customer fails to accept delivery of the Goods within one month from the Delivery Date the Supplier at its sole discretion and without prejudice to its other rights may
- a) store the Goods at the Customers risk and cost, take all reasonable steps to store safeguard and insure (at the Customers expense) the Goods or



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- b) re-sell the Goods at the best price readily available and charge the Customer for any shortfall below the Price together with the Suppliers costs of storage and insurance which may in the Suppliers opinion have been necessary.
- 6.7 The Customer is responsible for obtaining, at its own cost, such export licences and other consents in relation to the Goods as are required from time to time for export orders and, if required by the Supplier, the Customer shall make those licences and consents available to the Supplier prior to the relevant shipment. Except where delivery is stated in the Contract to take place otherwise than at the Customers premises in the UK, the Customer shall be responsible for any trade tariff duty. tax or levy imposed on the export of the Goods outside of the UK

7 Acceptance of the Goods which comply with the contract

- 7.1 Save in respect of Used Goods no Goods delivered to the Customer which are in accordance with the contract will be accepted for return without the prior written approval of a director of the Supplier on terms to be determined at the absolute discretion of the Supplier.
- 7.2 If the Supplier agrees in writing to accept any such Goods for return the Customer shall be liable to pay a handling charge of 20% of the Price. Such Goods must be returned by the Customer carriage-paid to the Supplier in their original carton.
- 7.3 Goods returned without the prior written approval of the Supplier may at the Supplier's absolute discretion be returned to the Customer or stored at the Customer's cost without prejudice to any rights or remedies the Supplier may have.

8 Claims

- 8.1 The Customer shall have no claim in respect of shortages or defects not apparent on visual inspection of the Goods at the time of delivery unless written notification is received by the Supplier within 3 days of the defect in the Goods becoming apparent and in any event no later than 1 month after delivery of the Goods.

- 8.2 Subject to sub clause 8.1 if any Goods supplied to the Customer prove on inspection to be defective in material or manufacture the Supplier undertakes at its option to replace the same or to refund to the Customer the Price of the Goods and in no circumstances will the Supplier's liability exceed the cost of such replacement or the Price actually paid by the Customer for the Goods. The Customer's rights and remedies in respect of Goods rejected or which it is entitled to reject shall be limited to the rights and remedies in this sub clause.
- 8.3 Nothing in the Contract limits any liability which cannot be legally limited and clause does not apply where the Customer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1979).
- 8.4 Subject to clause 8.3, the Suppliers total liability to the Customer under any Contract shall not exceed the Price payable by the Customer in respect of the Goods and/ or Services supplied (or to be supplied) to the Customer under the Contract whether or not invoiced to the Customer.
- 8.5 The following types of loss are wholly excluded: all indirect or consequential loss, loss damage or expense including loss of profits, loss of sales or business, loss of contracts or goodwill.

9 Title and risk

- 9.1 The Goods shall be at the Customer's risk as from Delivery.
- 9.2 In spite of Delivery having been made property in the Goods shall not pass from the Supplier until the Customer shall have paid the Price plus VAT in full in cleared funds;
- 9.3 Until property in the Goods passes to the Customer in accordance with clause 9.2 the Customer shall hold the Goods and each of them on a fiduciary basis as bailee for the Supplier. The Customer shall store the Goods (at no cost to the Supplier) separately from all other goods in its possession and marked in such a way that they are clearly identified as the Supplier's property.
- 9.4 Notwithstanding that the Goods (or any of them) remain the property of the Supplier the Customer may sell or use the Goods in the ordinary course of the Customer's business at full market value for the account of



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the Supplier. Any such sale or dealing shall be a sale or use of the Supplier's property by the Customer on the Customer's own behalf and the Customer shall deal as principal when making such sales or dealings. Until property in the Goods passes from the Supplier the entire proceeds of sale or otherwise of the Goods shall be held in trust for the Supplier and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as the Supplier's money.

- 9.5 The Supplier shall be entitled to recover the Price plus VAT notwithstanding that property in any of the Goods has not passed from the Supplier.
- 9.6 Until such time as property in the Goods passes from the Supplier the Customer shall upon request deliver up such of the Goods as have not ceased to be in existence or resold to the Supplier. If the Customer fails to do so the Supplier may enter upon any premises owned occupied or controlled by the Customer where the Goods are situated and repossess the Goods. On the making of such request the rights of the Customer under clause 9.4 shall cease
- 9.7 The Customer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of the Supplier. Without prejudice to the other rights of the Supplier, if the Customer does so all sums whatever owing by the Customer to the Supplier shall forthwith become due and payable.
- 9.8 The Customer shall insure and keep insured the Goods to the full Price against 'all- risks' to the reasonable satisfaction of the Supplier until the date that property in the Goods passes from the Supplier, and shall whenever requested by the Supplier produce a copy of the policy of insurance. Without prejudice to the other rights of the Supplier, if the Customer fails to do so all sums whatever owing by the Customer to the Supplier shall forthwith become due and payable.

10 Customer

- 10.1 Where the Customer rejects any Goods then the Customer shall have no further rights whatever in respect of the supply to the Customer of such



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Goods or the failure by the Supplier to supply Goods which conform to the Contract.

- 10.2 Where the Customer accepts or has been deemed to have accepted any Goods then the Supplier shall have no liability whatever to the Customer in respect of those Goods.

11 Supply of Services

- 11.1 The Supplier shall supply the Services to the Customer in accordance with the Service Specification in all material respects.

- 11.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified verbally or in the Service Specification but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

- 11.3 The Supplier warrants that the Services will be provided using reasonable care and skill.

- 11.4 The Customer shall cooperate with the Supplier in all matters relating to the Services and in a timely fashion provide access to any premises, equipment or other property or facilities required by the Supplier to provide the Services

- 11.5 If the Suppliers performance of any of the Services shall be prevented or delayed by any act or omission of the Customer or failure by the Customer to perform any relevant obligation ("Customer Default")

- a) Without limiting any other right or remedy available to it the Supplier shall have the right to suspend performance until the Customer remedies the Customer Default
- b) The Supplier shall not be liable for any costs losses sustained or incurred by the Customer arising directly or indirectly from the Suppliers failure or delay to perform any of its obligations as set out in this clause 11.

12 Insolvency & other default

- 12.1 If the Customer fails to make payment for the Goods in accordance with

the Contract or commits any other breach of the Contract or if any distress or execution shall be levied upon any of the Customer's goods or if the Customer offers to make any arrangement with its creditors or commits an act of bankruptcy or if any petition in bankruptcy is presented against the Customer or the Customer is unable to pay its debts as they fall due or if being a limited company any resolution or petition to wind up the Customer (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or if a receiver administrator administrative receiver or manager shall be appointed over the whole or any part of the Customer's business or assets or if the Customer shall suffer any analogous proceedings under foreign law all sums outstanding in respect of the Goods shall

become payable immediately and the Supplier may at its option suspend and or determine all pending contracts and or further deliveries.

13 BREXIT

13.1 If a Brexit Trigger Event occurs, then the Supplier may terminate any Contract without liability to the Customer.

13.2 In this clause 13

"Brexit" means the UK ceasing to be a member of the European Union; and

"Brexit Trigger Event" means any of the following events caused solely or mainly by Brexit:-

- a) a substantial adverse, impact on the Suppliers ability to perform any Contract in accordance with these Conditions;
- b) the imposition in any jurisdiction of or any increase in any trade tariff, duty tax or levy imposed on imports of any Goods or parts for resale or on the export of the Goods to any Delivery destination agreed in the Contract outside the UK;
- c) in any jurisdiction the loss of or change to or imposition of any licence required by the Supplier to complete delivery of the Goods in accordance with any Contract.

14 Miscellaneous

- 14.1 Neither party shall be liable for any default due to any act of God, war, strike, lock-out, industrial action, fire, flood, drought, tempest or other event beyond the reasonable control of either party.
- 14.2 The Supplier may cancel the Contract at any time before the Goods are delivered or the Services supplied by giving written notice. On giving such notice the Supplier shall promptly repay to the Customer any sums already paid in respect of the Contract. The Supplier shall not be liable for any loss or damage whatever arising from such cancellation.
- 14.3 No waiver or forbearance by the Supplier (whether express or implied) in enforcing any of its rights under the Contract shall prejudice its right to do so in the future.
- 14.4 In these Conditions words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine gender and vice versa.
- 14.5 The complete or partial invalidity or unenforceability of any provision herein for any purpose shall in no way affect the validity or enforceability of such a provision for any other purpose or the remaining provisions. Any such provisions shall be deemed to be severed for that purpose subject to such consequential modification as may be necessary for the purpose of such severance.
- 14.6 Both parties will comply with all applicable requirements of the DP Legislation. For the purposes of the DP Legislation, the parties acknowledge that the Customer is the controller and the Supplier is the processor. The Supplier will notify the Customer without undue delay on becoming aware of a personal data breach.

15 Termination

- 15.1 Termination or expiry of the Contract shall not affect any rights or remedies liabilities and obligations of the parties that have accrued up to the date of termination or expiry
- 15.2 In addition to all other invoices which have been submitted and are unpaid, the Customer shall upon termination or expiry of this Contract



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immediately pay to the Supplier all of the Suppliers unpaid invoices and interest in respect of Goods and Services supplied but for which no invoice has been submitted immediately upon receipt of invoice.

16 Jurisdiction

16.1 Subject to clause 16.2, the Contract is subject to the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English Courts. All communications shall be in the English language only.

16.2 Nothing in this clause 16 shall however limit the right of the Supplier to take proceedings against the Customer in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdiction preclude the Supplier from taking proceedings in any other jurisdiction whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

Terms & Conditions of Sale for GGM Group Limited - Internet Sales Clause

The Conditions set out in this "Internet Sales Clause" shall apply only to orders placed with the Supplier over the internet and shall be read in conjunction with the Supplier's Conditions which shall be deemed varied only so far as they are inconsistent with this clause.

1.1 The Price / Contract

- (1) The Prices payable for Goods that you order and delivery charges are set out in the Suppliers web site and subject to clause 1.5 (3) are the prevailing rates and shall remain effective until new Prices are published on the web site by the Supplier.
- (2) Prices shown in the public area of the Suppliers web site are inclusive of VAT, however, once logged on prices become VAT exclusive.
- (3) The Supplier must receive payment of the whole of the Price for the goods and associated delivery charges before your order can be processed unless you hold a credit account with the Supplier.



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1.2 Delivery charges

Delivery charges are payable in addition to the Price shown for individual Goods

1.3 Orders

Upon receipt of your order the Supplier will send you an email acknowledgement. The Suppliers acceptance of your order will bring into existence a legally binding contract between us.

1.4 Time

Time shall not be of the essence and Delivery Dates are approximate only.

1.5 Cancellation by us

The Supplier reserves the right to cancel your order if:-

- (1) We have insufficient stock to cover your order
- (2) We do not deliver to your area
- (3) The Goods are no longer available from the Suppliers own suppliers
- (4) One or more of the products ordered by you were listed in the Supplier's web site at an incorrect Price due to a typographical error or an error in the pricing information received from the Supplier's suppliers.

If the Supplier does cancel your order you will be notified by e-mail and the Supplier will re credit your account as soon as possible and in any event within 30 days of your order

1.6 Your right to cancel the contract

This clause applies to consumers only i.e. any natural person who orders Goods for purposes which are outside his business

- (1) You may cancel your contract with the Supplier for the Goods you order at any time up to the end of the fourteenth working day from the date that



you receive the ordered Goods. You need not give any reason for cancelling your contract nor will you have to pay a penalty.

- (2) To cancel your contract you must notify the Supplier in writing at our contact address
- (3) If you have received the Goods before you cancel your contract then you must send the Goods back to the Supplier at our contact address at your own cost and risk. If you cancel your contract but we have already processed the Goods for delivery you must not unpack the Goods when they are received by you and you must immediately send the Goods back to us at our contact address at your own cost and risk
- (4) Once you have notified the Supplier that you are cancelling your contract any sum debited to us from your credit / debit card will be re-credited to your account as soon as possible and in any event within 30 days of your notification of cancellation of your order PROVIDED THAT the Goods in question are returned by you and received by the Supplier in the condition they were in when delivered to you. If you do not return the Goods delivered to you or do not pay the costs of delivery the Supplier shall be entitled to deduct the direct costs of recovering the Goods from the amount to be re-credited to you.

1.7 Delivery

- (1) The Supplier will deliver the Goods that you order to the address you give at the time you place your order. Delivery will be made as soon as possible after your order has been accepted and unless cancelled in accordance with clause 1.5 or 1.6 the Supplier aims to deliver within 7 working days.
- (2) The Supplier reserves the right to deliver your order in instalments.
- (3) Goods are insured for their replacement value only during transit with the exception of glass items, provided that damage is notified to the Supplier in writing within 24 hours of delivery.

1.8 Liability

- (1) If the Goods delivered are not what you ordered or are damaged or

defective or delivery is of an incorrect quantity the Supplier shall have no liability to you unless you notify them in writing at their contact address of the problem within 10 working days of delivery of the Goods in question.

- (2) If you do not receive Goods ordered by you within 30 days of the date on which you ordered them the Supplier shall have no liability to you unless you notify them in writing at their contact address of the problem within 40 days of the date on which you ordered the Goods. If you notify a problem to the Supplier under this condition, their only obligation will be at your option

A to make good any shortage or non-delivery

B to replace or repair any Goods that are damaged or defective or

C refund to you the amount paid by you for the Goods in question in whatever way we choose.

- (3) Save as precluded by law the Supplier will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profit, business or goodwill) howsoever arising out of any problem you notify to the Supplier under this condition and the Supplier shall have no liability to pay any money to you by way of compensation other than to refund to you the amount paid by you for the Goods in question and the Supplier's Prices are set accordingly.
- (4) You must observe and comply with all applicable regulations and legislation including obtaining all necessary customs, import or other permits to purchase Goods from our site. The importation of certain of our Goods may be prohibited by certain national laws. The Supplier makes no representation and accepts no liability in respect of the export or import of the Goods you purchase.
- (5) Notwithstanding the foregoing, nothing in these Conditions is intended to limit any rights you may have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for death or personal injury resulting from the Suppliers negligence.



1.9 Notices

Unless otherwise expressly stated in writing all notices from you to the Supplier must be in writing and sent to our contact address at Regent House, Whitewalls Industrial Estate, Colne, BB8 8LJ and all notices from the Supplier to you will be sent to your delivery or email address or posted on our web site, as appropriate.

1.10 Events beyond our control

The Supplier shall have no liability to you for failure to deliver Goods that you have ordered or any delay in doing so or for any damage or defect to products delivered that is caused by any event or circumstance beyond the Suppliers reasonable control including, without limitation industrial disputes, breakdown of systems or network access, flood, fire, accident or explosion

1.11 Privacy

The Supplier will maintain all information provided to us strictly in accordance with the Suppliers privacy statement and in particular the Data Protection Act

1.12 Invalidity

If any part(s) of these Conditions are unenforceable the enforceability of any other part(s) shall not be affected.

1.13 Account Holders only

You will be provided with a unique log in code which you shall keep strictly confidential. It shall not be passed to any unauthorised persons and its entry onto the Suppliers web site shall be conclusive evidence that the user has authority to purchase Goods on your account. Subject to your account being within agreed credit limits and you adhering to the Suppliers terms and conditions of trade the Price of orders placed by you once logged on using your unique log in code will be added to your account facility.

