

PREMIER GROUND CARE MACHINERY LTD

TERMS AND CONDITIONS OF SALE

1. Definitions

In these Terms and Conditions:

- “Company” means Premier Groundcare Machinery Ltd.
- “Buyer” means any individual, partnership, company, or organisation purchasing goods from the Company.
- “Goods” means any machinery, equipment, mower, spare part, accessory, or other item sold by the Company.

2. Acceptance of Terms

By purchasing Goods from Premier Groundcare Machinery Ltd, the Buyer acknowledges that they have read, understood, and accepted these Terms and Conditions in full.

3. Used and Refurbished Equipment

The Company specialises in the sale of used and refurbished groundcare machinery, equipment, and parts. All Goods are sold in their current condition unless otherwise stated in writing.

4. Inspection and Testing

- 4.1. The Buyer is solely responsible for inspecting and testing all Goods before purchase and before removal from the Company's premises.
- 4.2. The Buyer acknowledges that they have been given a reasonable opportunity to inspect and test the Goods to determine their condition, suitability, and fitness for their intended purpose.
- 4.3. Once the Goods have left the Company's premises, the Buyer accepts full responsibility for the Goods and their condition.

5. No Warranty or Guarantee

- 5.1. All Goods are sold strictly “as seen”, “as inspected”, and “as tested” by the Buyer.

5.2 No warranty, guarantee, representation, or condition is given or implied by Premier Groundcare Machinery Ltd regarding:

- The condition of the Goods.
- The performance of the Goods.
- The future reliability of the Goods.
- The suitability of the Goods for any particular purpose.
- The merchantability or fitness for purpose of the Goods.

5.2.The Buyer accepts that the Goods are used and/or refurbished items and may show signs of wear, age, repair, or previous use.

6. No Refunds or Returns

6.1.All sales are final.

6.2.Premier Groundcare Machinery Ltd does not offer refunds, exchanges, credits, or returns under any circumstances unless required by applicable law.

6.3.The Buyer acknowledges and agrees that once payment has been made and the Goods have been collected or delivered, no refund will be available.

7. Limitation of Liability

7.1.To the fullest extent permitted by law, Premier Groundcare Machinery Ltd shall not be liable for any direct, indirect, incidental, consequential, or financial loss arising from the purchase, use, misuse, transportation, repair, or operation of the Goods.

7.2 The Company shall not be liable for:

- Loss of profits.
- Loss of business.
- Loss of contracts.
- Downtime.
- Damage to property.
- Personal injury resulting from misuse, improper maintenance, or operation of the Goods.

8. Buyer Responsibility

8.1 The Buyer is responsible for ensuring that any machinery purchased is suitable for their intended use.

8.2 The Buyer is responsible for the safe transportation, operation, maintenance, and storage of the Goods following collection or delivery.

8.3 The Buyer shall ensure that all operators of machinery are suitably trained and competent.

9. Ownership and Risk

9.1. Risk in the Goods passes to the Buyer upon collection or delivery, whichever occurs first.

9.2. Ownership of the Goods shall not pass to the Buyer until payment has been received in full and cleared by the Company.

10. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales.

11. Entire Agreement

These Terms and Conditions constitute the entire agreement between the Company and the Buyer and supersede any previous agreements, representations, or understandings relating to the sale of the Goods.

12. Live Document

Please note that this document is a live document and can be updated at any time