01309 611335
WWW.YOUNG-ENGINEERING.CO.UK
THE ENGINEERING WORKS • DUNPHAIL • IV36 2QQ

ALISTAIR YOUNG ENGINEERING LTD
ESTABLISHED IN 1981

TERMS & CONDITIONS OF MACHINERY

GENERAL

FOR THE USE OF THESE TERMS AND CONDITIONS, THE TERM 'THE COMPANY' SHALL MEAN : ALISTAIR YOUNG ENGINEERING LTD | DUNPHAIL | IV36 2QQ

1.
ON ACCESS TO OUR WEBSITE AND EQUIPMENT ADVERTISING FACILITY, YOU WILL BE DEEMED TO HAVE ACCEPTED ALL OF THE TERMS AND CONDITIONS THAT APPLY TO ITS USE. THE COMPANY RESERVE THE RIGHT TO AMEND THESE TERMS AND CONDITIONS AT ANY TIME AND YOU ARE OBLIGATED TO CHECK IF CHANGES HAVE BEEN MADE. ANY FURTHER ACCESS TO OUR WEBSITE AND THE EQUIPMENT ADVERITISING FACILITY AFTER ANY CHANGES WILL CONSTITUTE ACCEPTANCE TO THE NEW TERMS AND CONDITIONS.

2.
THE COMPANY WILL NOT BE LIABLE FOR ANY INCORRECT ADVERTISEMENTS, INCLUDING BUT NOT LIMITED TO - ADVERT PRICE, OMISSION OF DETAILS, MISMATCH OR FALSELY DECLARED INFORMATION.

3.
WHILST EVERY EFFORT IS MADE INTO ENSURING A MACHINE EITHER TRADED IN OR BOUGHT IN IS FREE FROM ANY ENCUMBRANCE, WE CANNOT OFFER ANY GUARANTEES THAT THE USED MACHINERY ADVERTISED ON OUR WEBSITE IS ABSOLUTELY FREE FROM ANY ENCUMBRANCE.

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4.
ALL DELIVERY DATES ARE ESTIMATED AND NOT OF THE ESSENCE OF THE CONTRACT. WE SHALL HAVE NO LIABILITY IN RESPECT OF FAILURE TO DELIVERY BY THE STATED DELIVERY DATE OR AT ALL.

5.
IF YOU FAIL TO TAKE DELIVERY OF THE GOODS BY THE AGREED DATE THEN (WITHOUT LIMITING ANY OTHER RIGHTS WE MAY HAVE) WE SHALL STORE THE GOODS AT YOUR RISK AND EXPENSE (INCLUDING ALL DEMURRAGE CHARGES) OR (AT OUR OPTION) CANCEL THE CONTRACT WITHOUT LIABILITY TO OURSELVES.

6.
PAYMENT SHALL BE PAID IN FULL BEFORE COLLECTION OR DELIVERY OF THE MACHINE, OR IF AGREED IN WRITING WITHIN 7 DAYS FOLLOWING THE DATE OF OUR INVOICE. FAILURE TO DO SO CAN RESULT IN THE MACHINERY BEING STORED ON OUR PREMISES AND A STORAGE CHARGE APPLIED OR COURT ACTION TO REMOVE THE MACHINERY (AT THE CUSTOMERS EXPENSE) FROM THEIR FARM OR PROPERTY THAT THE MACHINE IS BEING STORED.

7.
THE CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF SCOTLAND AND YOU AND WE AGREE THAT ANY COURT ACTION RELATING TO THE CONTRACT WILL TAKE PLACE EXCLUSIVELY IN THE COURTS IN SCOTLAND.