

Terms & Conditions

These terms may have changed since you last reviewed them

For a list of changes and when they were made, contact support@zaros.co.uk. No variation to these Conditions shall be binding unless agreed in writing between us.

1. ORDERS AND SPECIFICATIONS

Where to find information about us and our products (Interpretation)

You can find everything you need to know about us, Zaros Trading Ltd (CRN: 13254903), and our products on our website or from our staff before you order. We also confirm the key information to you in writing following your order, either by email, in your online account or on paper.

For the avoidance of doubt, the products you order from us, we then procure from third party supplier (referred to in these terms as 'suppliers') who then deal with the logistics of delivery. Any warranty with any product will be supplied by and be against the relevant supplier and we offer no warranties ourselves in relation to any product you buy via us. Any supplier warranty will usually cover faulty parts and poor workmanship but will not cover consumable parts such as tyres, belts, fan blades etc. However, these warranties will not apply if you hire out your machine(s).

2. BASIS OF SALE

Our employees or agents are not authorised to make any representations concerning any products or services unless confirmed by us in writing. In entering into an order you acknowledge that you do not rely on, and waive any claim for breach of, any such representations which are not so confirmed.

Any advice or recommendation given by us or our employees or agents to you (or where applicable your employees or agents) as to the storage, application or use of any products which is not confirmed in writing by us is followed or acted upon entirely at your own risk, and accordingly we shall not be liable for any such advice or recommendation which is not so confirmed.

If any products are to be manufactured or any process is to be applied to those products by us in accordance with instructions submitted by you, you will indemnify us against all loss, damages, costs and expenses awarded against or incurred by us in connection with or paid or agreed to be paid by us in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which impacts our compliance with your instructions.

3. ADJUSTMENTS AND ASSEMBLY

- i. You agree to assemble any product where necessary.
- ii. You agree to make adjustments to any product where instructed by the manual, ourselves or the product supplier, including but not limited to cutting a Power Take Off (PTO) shaft to length.
- iii. You agree to adjust or modify any product accordingly where necessary, including but not limited to: adjusting the linkage, adaptors for the linkage, adaptors for the PTO.
- iv. It is your responsibility to ensure your vehicle will be compatible with the product, including but not limited to:
 - 3-point linkage type;
 - PTO category;
 - Hitch type;
 - Vehicle horsepower;
 - PTO horsepower;
 - Vehicle weight;
 - Vehicle wheelbase and width;
 - Hydraulic type; and
 - Vehicle towing capacity.
- v. You agree to running cables through the towing vehicle where necessary, mounting to the towing vehicle.

4. SAFETY

Our commitment to safety

Before using any product, all instruction manuals and safety manuals must be read by you and followed. This includes, but is not limited to the below safety instructions:

- i. You must read and adhere to all manuals and safety instructions for the towing vehicle, machines and engines prior to using any product.
- ii. If a manual is lost in transit and doesn't arrive, you must request a manual any product and it's engine (if applicable) prior to using any product.
- iii. If you are untrained in the safe use of any product you are purchasing, do not use it until training has been obtained.

- iv. If you are unsure about the safe operation regarding using any product, consult the manuals or contact the product supplier or us for advice before using it.
- v. You must check all oil and fluid levels prior to each use of any product.
- vi. PPE must be worn by any operator and anyone in the vicinity of the operator. If you are unsure what PPE is required, consult the manuals or contact the product supplier or us for advice before using equipment.
- vii. Suitability of any product for your towing equipment must be determined by yourself. Do not exceed the product supplier's recommended towing / mounting weight. If you are unsure of your towing vehicle's limits, please contact the towing vehicle product supplier / supplier.
- viii. Any user of any product must be 18+.
- ix. Any product must not be left unattended.
- x. Any product must be stored securely where it will not harm or trip anyone.
- xi. You must adhere to set up and safety checks as outlined in the manuals prior to operating any product.
- xii. You must check any product for damage or wear, and check all bolts and connections prior to each use.
- xiii. You are responsible for maintenance of any product. Do not use any product if it is not in full working condition.
- xiv. Do not operate any product near power lines, water pipes, or services.
- xv. Ensure a safe environment, with plenty of room to manoeuvre any product.
- xvi. Ensure that the product's required PTO direction of rotation and PTO RPM are identical to the corresponding values of the tractor's PTO output.
- xvii. Read carefully the use and maintenance manual before starting, using, servicing and carrying out any other operation on any product.
- xviii. The towing vehicle's horsepower must be within the recommended range of the product, to ensure enough power to guarantee a good operation of the product, yet not too much power as to damage the product.
- xix. Read carefully the safety plates and stickers located on any product and follow all the instructions.
- xx. Before beginning to work with any product, remove all jewellery, watches, etc.
- xxi. Always wear sturdy footwear, as provided for the current regulations for the prevention of accidents.

- xxii. Never use controls or flexible pipes to support the body of any product.
- xxiii. Never leave any product unattended when it is in operation.
- xxiv. Never let other people come near any product when it is in operation.
- xxv. Never operate any product unless all guards and protective devices are fitted.
- xxvi. Never work with the safety devices on any product disabled or not operating.
- xxvii. Do not use any product as a means of transport.
- xxviii. Use any product sitting in the driver's seat of the towing vehicle.
- xxix. Do not use any product on very uneven surfaces, e.g., slopes, precipices, etc.
- xxx. It is forbidden for the user and/or operator to use any product for purposes other than those it has been designed for.
- xxxi. Never allow unauthorised persons to repair or carry out maintenance or other work on any product.
- xxxii. Special maintenance and repairs for any product should be done by an adequately equipped workshop.
- xxxiii. All possible reviews or modifications to any product must be carried out by skilled personnel only and have to be authorised by the product supplier.
- xxxiv. Remove all loose-hanging clothing to prevent it getting entangled in the working parts of any product.
- xxxv. Before effecting any operation on any product, stop the PTO of the tractor.
- xxxvi. Don't place yourself between the tractor and any product during the operations of hooking and unhooking.

So far as allowed by law, we disclaim all responsibilities for damages to persons or things, which might be caused by any failure by you or any third party to comply with the above mentioned safety regulations.

5. RISK AND PROPERTY

You agree that risk of damage to or loss to any products shall pass to you:

- i. In the case of products to be delivered to you: at the time of delivery or if you wrongfully fail to make delivery of the products, the time when we have tendered delivery of the products:
or

ii. In the case of products to be collected by you: at the time when we notify you that they are available for collection.

Title to any products passes to you as follows:

Notwithstanding delivery and the passing of the risk to you, both legal and beneficial title ("title") to the products will remain with us until such time as we have received in full cleared payment of the price for the products and of the purchase price of any other products or services, previously or subsequently supplied by us to you.

In the event that we have not received any such payment as referred to above, we may recover at any time from you any of the products in your possession, power or control and for that purpose we, our servants and agents may enter any land or buildings upon which such products are situated.

Consumers have additional rights compared to business customers

For example, business customers can't cancel their orders, they have different rights where there is a problem with a product and we don't compensate them in the same way for losses caused by us or our products. Where a term applies just to businesses or just to consumers, this is clearly stated. You are a business customer if you are buying products wholly or mainly for use in connection with your trade, business, craft or profession, even if you are an individual.

If you are a business customer this is our entire agreement with you:

If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation or assurance made or given by us or on our behalf which is not set out in these terms and that you have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

We contact you to confirm we've received your order and then we contact you again (normally within 24 hours after receipt of cleared funds) to confirm we've accepted it. You are responsible for ensuring the accuracy of the terms of any order (including any applicable specification or reference number) submitted by you, and for giving us any necessary information relating to any products within a sufficient time to enable us to perform any order in accordance with its terms

Rejected orders:

Orders may be rejected, for example, because a product is unexpectedly out of stock, because you are located and/or the delivery location is outside the delivery areas as stated in our website from time to time, or because the product was mispriced by us. When this happens, we let you know as soon as possible and refund any sums you have paid.

6. PRICE OF THE GOODS

Payment is required upon acceptance of your order:

However, for some products we take payment at regular intervals, as explained to you during the order process. If your product is goods (rather than services), you will own it once we have received payment in full. No order will be accepted until cleared payment has been received and we have checked the details. We accept payment via electronic transfer or cheque, but if you are sending us a cheque, you must inform us in writing when the cheque has been sent.

Except as otherwise agreed in writing between the us, the price includes the cost of packing, and carriage for the delivery within the United Kingdom, and includes the cost of packing, and carriage to an air or seaport in the country named in the Invoice or to the premises named in the invoice (if delivery is made by road) for sales to you outside the United Kingdom.

Any price though is exclusive of any applicable value added tax, and any other duties, and taxes which you shall be additionally liable to pay to us.

7. TERMS OF PAYMENT

Business customers:

If you are a business customer, all amounts due under this agreement (from you to us or from us to you) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

Interest may be charged on overdue payments:

If we are unable to collect any payment you owe us we may charge interest on the overdue amount at the rate of 4% a year above the Bank of England base rate. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgement. You will be charged for the interest together with any overdue amount.

We pass on increases in VAT:

If the rate of VAT changes between your order date and the date we supply the product, we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

8. DELIVERY

We are not responsible for delays outside our control:

Delivery of your products in the United Kingdom shall be made by us delivering the products to the address supplied by you. We will notify you of an estimated delivery date by the product supplier and then confirm with you the actual delivery date as soon as we reasonably can. It may be that in some rare cases, that product is delivered by the product supplier without advance notice having been given.

Delivery of the products outside the United Kingdom shall be made by the product supplier delivering the Products to an air or seaport in the country named in the Invoice or to the premises named in the Invoice (if delivery is made by road). Further charges for delivery may be payable depending on where you want your product delivered.

If you fail to take delivery of any product or fail to give us adequate delivery instructions then, without prejudice to any other right or remedy available, the product supplier may store the products with a courier company until actual delivery and charge you for the reasonable costs (including insurance) of storage.

Please note that for the avoidance of doubt, if an order by you is returned or the delivery of an order is refused for any reason not involving any fault or error on our part, as well as any claim we may have, you will be charged the delivery, return and restocking charges incurred by us.

Please note that the courier for the product supplier must have ample room to deliver, turn around and unload the products. You must inform us if a 16 tonne vehicle is unable to deliver, and we will make other delivery vehicle arrangements where possible.

If the time for delivery is critical, you must contact us for the most up-to-date lead time prior to purchase. Lead times can change by the hour due to changing stock levels.

You must in relation to the delivery:

- i. Provide additional mobile phone numbers if the main number provided is not guaranteed to be answered.
- ii. Provide a description of somewhere safe for the courier to leave the product.
- iii. Provide instructions if the postcode does not bring you to the door.
- iv. Provide access codes to gates, and any other information that will prevent the courier being unable to access the property where the products are being delivered.

You must notify us of any claim within the following time limits:

- i. Partial loss or damage to the products, within 24 hours of delivery;
- ii. Non-delivery of the products in the United Kingdom, within 7 days of the date of the invoice;
- iii. Non-delivery of the products outside the United Kingdom, within 21 days of the date of the invoice;
- iv. A defect in the quality or condition of the products, within 24 hours of delivery or, where such defect or failure was not apparent on reasonable inspection, within 7 days of discovery of such defect or failure.

If our supply of your product is delayed by an event outside our control, such as shortage of parts by a product supplier that delays the construction of the product, we contact you as soon as possible to let you know and do what we can to reduce the delay.

If the delay is likely to be substantial you can contact our Customer Service Team: <https://www.zarosmachinery.co.uk/contact-us> to end the contract and receive a refund for any products you have paid for in advance, but not received, less reasonable costs we have already incurred, or unless you have waived your right to cancellation, for example, by ordering a custom-built product.

Where any products are to be delivered in instalments, each delivery shall constitute a separate contract and failure by us to deliver any one or more of the instalments in accordance with these conditions or any claim by you in respect of any one or more instalments shall not entitle you to treat the order as a whole as repudiated.

Products may vary slightly from their pictures

A product's true colour may not exactly match that shown on your device or in our marketing or its packaging may be slightly different. Because some of our products are handmade, all sizes, weights, capacities, dimensions and measurements indicated can be out by up to 5%.

You are responsible for making sure your measurements are accurate

If we are making or supplying the product to measurements you provide, you are responsible for making sure those measurements are correct.

Required information & preparatory work

We may charge you additional sums if you don't give us information we've asked for about how we can access your property for delivery, installation or to provide services or if you don't do preparatory work for installation, as agreed with us. For example, we may have to pay further delivery or other charges to the product supplier.

9. RETURNS

Returns as a consumer

For most of our products bought online or over the telephone, you have a legal right to change your mind about your purchase and receive a refund of what you paid for it, excluding the delivery and return costs. This is subject to some conditions, as set out below.

When you can't change your mind

You can't change your mind about an order for:

- i. Services, once these have been completed;
- ii. Products that are made to your specifications or are clearly personalised.

The deadline for changing your mind

If you change your mind about a product you must let us know no later than 14 days after:

- i. The day we deliver your product, if it is **goods**. If the products are for regular delivery (for example, a subscription), you can only change your mind after the first delivery. If the products are split into several deliveries over different days, the period runs from the day after the last delivery.
- ii. The day we confirm we have accepted your order, if it is for a **service**.

How to let us know

To let us know you want to change your mind, contact our Customer Service Team at sales@zaros.co.uk with a completed copy of the cancellation form at the end of these terms or post it to us at Zaros Machinery, Unit 4, Moat Farm Workshops, Raydon Road, Hintlesham, Suffolk IP8 3QH.

Right to waive cancellation

Notwithstanding this, if you are a consumer, you may expressly request that we supply the product. To do this, you can contact our Customer Service Team: <https://www.zarosmachinery.co.uk/contact-us> to request that we supply the product or products. Please also note that there will be no right to cancel a service once it has been fully performed.

If you are a consumer, you have to return the product at your own cost. If you notify us that you wish to return a product, you have to return it (and any free gifts provided with it) to us within 14 days of you telling us you have changed your mind. Returns will be arranged by you with us and the product supplier. The product will be picked up by or on behalf of the product supplier as arranged with you and any refund will only be made once the product has been received by them and checked to make sure it is in a new unused condition.

If you are a business customer, the following return provisions apply:

- i. All products must be returned securely strapped to pallets.
- ii. Products must be returned in unused, new condition, with all parts (including manuals) in unused, new condition.
- iii. Many of our products are custom-built. These are often, but are not limited to, any product with an optional extra, including but not limited to hitch types and colours. You agree that by purchasing a custom product a refund may not be possible.
- iv. If a product is returned, used, or damaged, it may not be possible to refund the product, or a fee to restore the product may be taken.
- v. Due to the nature of these products, any return may be up to our discretion and the product supplier.

10. LIABILITY AND PRODUCT CHANGES

We only refund standard delivery costs

We don't refund any extra you have paid for express delivery, delivery at a particular time, or delivery to regions outside our free-delivery areas.

You have to pay for services you received before you change your mind

If you bought a service, we don't refund you for the time you were receiving it before you told us you'd changed your mind.

If you are a consumer, we may reduce your refund if you have used or damaged a product

If you handle the product in a way which would not be acceptable, we reduce your refund to compensate us for its reduced value. For example, we may withhold your refund if the product's condition is not "as new", price tags have been removed, any product-branded packaging is damaged or accessories are missing. If you are a business, there will be cases that if you have used the product, no refund may be due. We can advise you on whether we're likely to reduce your refund.

When and how we refund you

If your product has not been delivered or dispatched, we will refund you as soon as possible and within 14 days of you telling us you've changed your mind. If you are returning a product, we will refund you within 14 days of receiving them back from you and checking the product for damage or use. We refund you by the method you used for payment when possible.

Ending a contract

We tell you when and how you can end an on-going contract with us (for example, for regular services or products) during the order process and we confirm this information to you in writing after we've accepted your order. If you have any questions, please contact us.

Product Returns

If you think there is something wrong with your product, you must contact us prior to returning the product.

Your rights and remedies if you are a consumer

We honour our legal duty to provide you with products that are as described to you on our website and that meet all the requirements imposed by law.

Your remedies if you are a business

If you give us and the product supplier notice in writing within a reasonable time of discovery that a product does not comply with the product supplier's warranty plus photographic or video evidence.

The product supplier will then have the option to repair or replace the defective product (by sending out replacement parts for example), or refund the price of the defective product.

These terms shall apply to any repaired or replacement products supplied by us.

Exceptions to business customers' rights

We will not be liable for a product's failure if:

- i. You make any further use of such product after telling us it is non-compliant;
- ii. The defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good trade practice;
- iii. The defect arises because we followed any drawing, design or specification supplied by you;
- iv. You alter or repair the product without written consent;
- v. In the case of damage caused by misuse or non-servicing of the machine. If the product supplier has reason to doubt proper use, supplier warranty claims may be rejected.
- vi. Damage caused by an inappropriate towing vehicle, or a towing vehicle outside of the product supplier's specifications; or
- vii. The defect arises because of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

We don't compensate you for losses caused by us or our products

Our liability to consumers:

We are not responsible for losses you suffer in relation to us breaking the contract if these losses are:

- i. **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
- ii. **Caused by a delaying event outside our control.**
- iii. **Avoidable.** Something you could have avoided by taking reasonable action.
- iv. **A business loss.** Our liability for any loss you suffer in connection with your trade, business, craft or profession is limited

Our liability to businesses

If you're a business, then:

- i. We shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
- ii. Our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the lesser of either £2.5M or the total sums paid by you for products under such contract.

Losses we never limit or exclude

Nothing in these terms shall limit or exclude our liability for:

- i. Death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- ii. Fraud or fraudulent misrepresentation;
- iii. Breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- iv. Defective products under the Consumer Protection Act 1987; or
- v. Any matter in respect of which it would be unlawful for us to exclude or restrict liability.
- vi. **No implied terms about goods.** Except to the extent expressly stated in *Your rights if you are a business*, we exclude all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982
- vii. **Changes to products and terms**

Changes we can always make

We can always change a product:

- i. To reflect changes in relevant laws and regulatory requirements;
- ii. To make minor adjustments and improvements, for example the colour of the product. These are changes that don't affect your use of the product; and
- iii. To update digital content, provided that the digital content always matches the description of it that we provided to you before you bought it. We might ask you to install these updates.

Withdrawing products

We can stop providing a product, such as an ongoing service or products or they will be out of stock. We will let you know and refund any sums you've paid in advance for products which have been withdrawn.

11. DEFAULT OR INSOLVENCY OF BUYER and CONTRACT TERMINATION

Contract termination

We can end our contract with you for a product and claim any compensation due to us if:

- i. You don't make any payment owing to us under these conditions when it's due and you still don't make payment within 7 days of our reminding you that payment is due;
- ii. You don't, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the product;
- iii. You don't, within a reasonable time, either allow the product supplier to deliver the product to you or collect it from us.

12. PRIVACY NOTICE

How we use any personal data you give us is set out in our Privacy Notice:
<https://www.zarosmachinery.co.uk/privacy-policy>

13. INTELLECTUAL PROPERTY RIGHTS

How we treat Intellectual Property Rights in any product or service

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status and that of any identified contributors as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

14. COMPLAINTS

You have several options for resolving disputes with us

Our complaints policy.

We will do our best to resolve any problems you have with us or our products, please contact support@zaros.co.uk

Resolving disputes (consumers only)

Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. You can submit a complaint to the Dispute Resolution Ombudsman through their website at <https://www.disputeresolutionombudsman.org/>.

Jurisdiction. These terms are governed by English law. If you are a consumer then, wherever you live, you can bring claims against us in the English courts and if you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. If you are a consumer we can claim against you in the courts of the country you live in. If you are a business you irrevocably agree to submit all disputes arising out of or in connection with our contract with you to the exclusive jurisdiction of the English courts.

15. GENERAL

Other important terms apply to our contract

We can transfer our contract with you, so that a different organisation or end product supplier is responsible for supplying your product. This is how your product will be supplied as referenced in these terms and if you are a consumer, we'll ensure that the transfer won't affect your rights under the contract.

Contract transfer

You can only transfer your contract with us to someone else if we agree in writing before the transfer. We can require the new owner to prove you transferred the product to them. If you're a business you need our agreement to transfer your contract with us and it's entirely up to us whether we give it.

Nobody else has any rights under this contract

This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

If a court invalidates some of this contract, the rest of it will still apply

If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

Even if we delay in enforcing this contract, we can still enforce it later

We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.

Model Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract)

To:

Zaros Machinery

Unit 4, Moat Farm Workshops

Raydon Road

Hintlesham

Suffolk

IP8 3QH

01603 298865

sales@zaros.co.uk

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

© Crown copyright 2013.