

# Terms and Conditions

## Tractair Limited – Custom & Standard Tractor Parts Manufacturing \*Last Updated:12/02/2026 \*

These Terms and Conditions (“Terms”) govern all sales, services, and transactions between **Tractair Limited** (“we,” “us,” “our”) and the customer (“you,” “customer”). By placing an order, making a payment, or engaging our services, you legally agree to these Terms.

### Business Address:

Tractair Limited  
Hytec Way, Brough  
East Yorkshire  
HU15 1YS  
United Kingdom

## 1. Orders

All orders must be confirmed in writing (invoice, quotation, email, or signed agreement). No order shall be deemed accepted until the required deposit has been received and cleared.

All fabricated, modified, manufactured, or made-to-order items are deemed **custom orders**.

## 2. Pricing

All prices are subject to change without notice until an order is formally accepted. Prices are based on current material, labour, manufacturing, and overhead costs. Quotations are valid for **14 days** unless otherwise stated in writing.

## 3. Deposits & Payments

A **mandatory 50% deposit** is required for all orders unless otherwise agreed in writing.

- **ALL DEPOSITS ARE STRICTLY NON-REFUNDABLE UNDER ALL CIRCUMSTANCES**, including but not limited to:
  - Order cancellation
  - Customer delays
  - Specification changes
  - Design changes
  - Financial difficulty
  - Project abandonment
- Deposits cover materials, labour allocation, machine time, production scheduling, and business risk.
- Full and final payment must be received and cleared **before** delivery, shipping, or collection of any goods.

## 4. Cancellations & Order Changes

- **Custom and made-to-order parts cannot be cancelled or altered once production has commenced.**
- Any permitted changes are at the sole discretion of Tractair Limited and may incur additional costs.
- Deposits remain non-refundable in all circumstances.

## 5. Refunds, Returns & Credits

- **No refunds** are provided for custom, fabricated, modified, or made-to-order parts.
- Standard (non-custom) parts are non-returnable unless explicitly approved in writing by Tractair Limited.
- Approved returns may be subject to inspection, administrative charges, and restocking fees.
- No refunds will be issued for:
  - Used or installed parts
  - Damaged parts
  - Modified parts
  - Incorrectly ordered parts
  - Parts damaged during fitting

## 6. Lead Times & Delays

All lead times are estimates only and are not guaranteed. Tractair Limited shall not be liable for delays caused by, but not limited to:

- Supplier or material shortages
- Transport delays
- Equipment failure
- Labour issues
- Power outages
- Acts of God / force majeure events

Delays do not constitute grounds for cancellation, refund, or compensation.

## 7. Shipping, Risk & Collection

- Shipping and transport costs are the responsibility of the customer unless otherwise agreed in writing.
- Risk transfers to the customer immediately upon dispatch from our premises.
- Collection orders must be collected within **7 days** of notification.
- Storage fees may apply after this period.

## 8. Use, Installation & Liability

All products are supplied for **agricultural and off-road use only** unless expressly stated otherwise in writing.

Tractair Limited accepts no liability for:

- Incorrect installation
- Improper use
- Misapplication
- Overloading
- Modifications
- Third-party repairs or fitting
- Normal wear and tear

To the maximum extent permitted by UK law, Tractair Limited shall not be liable for:

Loss of profit

- Business interruption
- Downtime
- Crop loss
- Indirect, incidental, or consequential damages

## 9. Warranty

**NO WARRANTY IS PROVIDED**, whether express or implied, unless explicitly stated in a separate written agreement signed by a director of Tractair Limited.

All statutory warranties to the maximum extent permitted by law are excluded.

## 10. Intellectual Property

All designs, drawings, tooling, jigs, measurements, specifications, and manufacturing methods remain the exclusive property of Tractair Limited, regardless of customer payment or involvement.

## 11. Non-Payment

Failure to make payment in full may result in:

- Immediate suspension of work
- Withholding of goods
- Cancellation of orders
- Recovery action
- Legal proceedings
- All recovery, legal, administrative, and enforcement costs shall be payable by the customer.

## 12. Governing Law & Jurisdiction

These Terms and Conditions are governed by and construed in accordance with the laws of **England and Wales**. The courts of England and Wales shall have exclusive jurisdiction.

## 13. Acceptance

Placing an order, making a payment, accepting a quotation either verbally or written including by email, accepting delivery constitutes **full legal acceptance** of these Terms and Conditions in their entirety.

### **Tractair Limited**

Hytec Way, Brough

East Yorkshire

HU15 1YS

United Kingdom