

BRITISH FLORA – TERMS & CONDITIONS

CLARIFICATION OF TERMS

“*Trading*” means the purchase and sale of agricultural/amenity products.

“*Conditions*” means the standard terms and conditions of the sale set out in this document and, unless the context otherwise requires, includes any special terms and conditions agreed in writing between the buyer and seller.

“*Contract*” means the contract for the purchase and the sale of agricultural/amenity supplies offered by the seller.

“*Products*” means the agricultural/amenity supplies or services, which the seller is to supply in accordance with these conditions.

“*Seller*” means **BRITISH FLORA**.

“*Writing*” includes facsimile transmissions and comparable means of communication (e.g. email).

1 GENERAL

- 1.1 Unless otherwise agreed in writing, these terms and conditions apply to all quotations and sales made by BRITISH FLORA.
- 1.2 The seller shall sell and the buyer shall purchase the products in accordance with any written quotation of the seller which is accepted by the buyer, or any written order of the buyer which is accepted by the seller, subject in either case to these conditions, which shall govern the contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the buyer.
- 1.3 Any advice or recommendation given by the seller or its employees, as to the storage, application or use of the products which is not confirmed in writing by the seller is followed or acted upon entirely at the buyers own risk and accordingly the seller shall not be liable for any such advice or recommendation which is not so confirmed.
- 1.4 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the seller, shall be subject to correction without any liability on the part of the seller.
- 1.5 All information concerning the goods and their performance given orally or in writing by BRITISH FLORA, is given in good faith, but is not to be taken as representation by BRITISH FLORA as to performance of goods sold, which will be dependent on the local climatic and other conditions. Sales are made by BRITISH FLORA on the understanding that the buyer has satisfied himself of the suitability of the goods for his requirements.

2 PRICE / ORDERS

The seller reserves the right by giving notice to the buyer at any time before delivery, to increase the price of the products to reflect any increase in the cost to the seller which is due to any factor beyond the control of the seller, e.g. without limitation, any foreign fluctuation currency regulation, alteration of duties, significant increase in the costs of labour, materials or other cost of manufacture. Any increase or change in delivery dates, quantities or specifications for the goods requested by the buyer, or any delay caused by any instructions of the buyer or failure of the buyer to give the seller adequate information or instructions.

2.1 Deposit Terms

30% deposit is required for orders valued £2,500 - £9,999.

35% deposit is required for orders valued £10,000 - £19,999.

40% deposit is required for orders valued £20,000 - £29,999

50% deposit on orders over £30,000.

3 DELIVERY

- 3.1 Delivery dates given by BRITISH FLORA are reasonable estimates only and BRITISH FLORA will accept no liability arising from early or late delivery.

- 3.2 If the buyer refuses or fails to take delivery of the goods or fails to make a payment when due, BRITISH FLORA reserves the right to repudiate further performance and to hold the buyer liable for any loss thereby arising.
- 3.3 BRITISH FLORA may withhold delivery until the buyer has made all outstanding payments under any contract with BRITISH FLORA.

4 PROPERTY AND RISK

Property in goods shall not pass to the buyer until payment has been made in full.

Notwithstanding delivery and the passing of risk in the products, or any other provision of these conditions, the property in the products shall not pass to the buyer until the seller has received in cash or cleared funds, payment in full of the price of the products and all other goods agreed to be sold by the seller to the buyer for which payment is then due.

Until such time as the property in the products passes to the buyer (and provided the products are still in existence) the seller shall be entitled at any time to require the buyer to deliver up the products to the seller and if the buyer fails to do so forthwith, to enter upon any premises of the buyer or any third party where the products are stored and repossess the products.

The buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the products which remain the property of the seller, but if the buyer does so all monies owing by the buyer to the seller shall (without prejudice to any other right or remedy of the seller), forthwith become due and payable.

5 INSOLVENCY OF THE BUYER

- 5.1 The buyer makes any voluntary arrangement with its creditors or becomes subject to an administrative order (a) as an individual, or (b) as a firm, becomes bankrupt OR (c) being a company, goes into liquidation (other than for the purposes of amalgamation or reconstruction) OR if there is a repossession or a receiver is appointed of any of the property or assets of the buyer OR the buyer ceases or threatens to cease to carry on business OR the seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the buyer and notifies the buyer accordingly:

If this clause applies then, without prejudice to any right or remedy available to the seller, the seller shall be entitled to cancel the contract or suspend any further deliveries under the contract without any liability to the buyer and if the products have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

6 CANCELLATION

- 6.1 If the buyer cancels in part or as a whole any order that has been accepted by BRITISH FLORA, the buyer shall be liable to pay BRITISH FLORA a fair and reasonable estimate of the likely loss to BRITISH FLORA arising out of the cancellation.

7 ACCEPTANCE

- 7.1 The buyer must inspect goods immediately on receipt and must, within 5 days, give notice to BRITISH FLORA of any defect in quantity, quality or condition apparent on reasonable inspection. Written confirmation of such notice must reach BRITISH FLORA by facsimile, letter or email within 14 days of delivery. If any buyer fails to give such notice and confirmation in the time stated, the goods shall be deemed in accordance with the contract and the buyer will be bound to accept and pay for them. A delivery note for the goods that are noted as damaged must be marked "Goods Received as Damaged" signed, dated and printed.

8 TERMS OF PAYMENT

- 8.1 All invoices are payable within one month of receipt of invoice, as stated on the invoice, unless agreed in writing with BRITISH FLORA for special terms. BRITISH FLORA reserves the right to charge interest at 5% per month or part month on overdue payments. If any order is made or resolution passed for winding-up, or the buyer goes into liquidation, (other than for amalgamation or reconstruction), all sums outstanding will become immediately due.
- 8.2 Subject to any special terms agreed in writing between the buyer and the seller, the seller shall be entitled to invoice the buyer for the price of the products on or at any time after delivery of the products, unless the products are to be collected by the buyer or the buyer wrongfully fails to take delivery of the products. In this event the seller shall be entitled to invoice the buyer for the price at any time after the seller has notified the buyer that the products are ready for collection, or as the case may be, the seller has tendered delivery of the products.