

## Terms & Conditions

### 1. DEFINITIONS

Greenwood Group Ltd under the trading name of Greenwood Plants ('Greenwood'), is a company registered in England and Wales at Companies House.

- a) The term "Company" shall mean Greenwood Group Ltd and its trading divisions.
- b) The term "Customer" shall mean any person, firm or company who purchases plants or goods or services from the Company.

### 2. CONDITIONS

These conditions apply to and are deemed to be incorporated in all orders, contracts, quotations and tenders for the supply and sale of goods or services by the Company. These conditions supersede any terms and conditions contained in any Customer's order unless otherwise agreed in writing by the Company. The placing of an order constitutes acceptance of these terms and conditions.

### 3. QUOTATIONS

All prices are quoted Ex-Nursery unless otherwise agreed or confirmed in writing. Quotations are made upon the basis of materials and labour prevailing at the date thereof and are open for acceptance for a period of 30 days from the date of quotation. Should a quotation not be accepted within thirty days the quotation may be subject to alteration to take account of increases in costs. In addition the quotation may be withdrawn at any time prior to acceptance in writing. Stenographical errors or clerical errors, if any, are subject to subsequent correction. All varieties in our list are offered subject to availability at the time the Company receives an order.

### 4. PUBLISHED PRICES

Orders placed will be charged at prices current at the time of delivery. The Company reserves the right to alter prices without notice. All prices quoted verbally or in writing which are lower than the catalogue prices are to be regarded thereafter as discounted prices.

### 5. VALUE ADDED TAX

All prices quoted are exclusive of Value Added Tax. The Company's VAT registration number is **264686662**

### 6. ACCOUNTS

Credit accounts can only be opened at the Company's discretion. New Customers are required to settle first account by payment on account prior to delivery. New credit

accounts will be opened subject to completing our credit application form and completion of a satisfactory report from two trade references.

Credit limits will be applied to all accounts. Where a credit account has been opened the Company will offer terms of 30 days end of month, unless agreed otherwise in writing.

The Company reserves the right to withdraw credit facilities without explanation. In the event of non-payment in accordance with agreed credit terms all amounts owed to the Company for invoices raised under this or any other contract, shall immediately become due and payable the Company also reserves the right, at its option, to cancel or postpone the further performance of its obligations whether under this or any other contract, without prejudice to any other right or remedy available to the Customer.

The Company reserves the right to charge the Customer interest at the rate of 8% plus the Bank of England base rate from time to time until payment is made in full.

Orders of goods less than £100 in total value may be subject to a 10% handling charge if supplied on credit. Small orders may be collected from our Cash and Carry and paid for without incurring this charge.

## **7. DESCRIPTION AND QUALITY**

Illustrations, descriptions, pot sizes and height sizes or other technical data in any of the Company's catalogues, price lists and statements (written or oral) made by the representative of the company are provided to give customers and approximate picture and description only and do not form the basis of any contractual liability.

No warranty or condition that the article shall accord with such illustration, description of statement is to be implied and any warranty or condition capable of or arising is hereby excluded.

Designs of goods are subject to alteration, without notice. All quotations given and sales made are upon the condition that although goods supplied are of sound commercial quality, the Company can accept no liability as to their suitability for any purpose other than that specified in writing by the Customer at or prior to the time of sale.

## **8. SUPPLY OF SERVICES**

The Company undertakes to provide services with reasonable skill and care. If defects due to a failure to exercise such skill and care occur within 12 months of the completion of the supply, the Company undertakes to remedy defects.

## **9. LIMITATION OF LIABILITY**

a) Subject to clauses 9 (b) (c) (d) and (e) the Company's liability is limited to that provided in clauses 8 and 14 of this document. The Company shall not be liable in any circumstances

to the Customer whether by way of indemnity or by reason of breach of contract or negligence or of breach of statutory duty or otherwise for loss or damage of any kind, whether direct, indirect or consequential.

b) The undertaking as to title in Section 12 of the Sale of Goods Act 1979 is not excluded.

c) Where the Customer deals as Consumer (as defined in Section 12 of the Unfair Contract Terms Act 1977) the undertakings implied by sections 13, 14, 15 of the Sale of Goods Act 1979 are not excluded and the customer's statutory rights are not affected.

d) The Company does not exclude or restrict liability for death or personal injury resulting from its own negligence.

e) The Company does not exclude any liability which it may incur under the Consumer Protection Act 1987 for damage as defined in Section 5 of the Act.

## **10. DELIVERY / COLLECTION**

Prices do not include delivery, and an appropriate charge will be levied according to the size of the order, the delivery location, and the potential to incorporate other orders on the delivery vehicle. The Company reserves the right to review and update delivery charges from time to time.

Dates quoted for delivery are approximate only and in this respect time shall not be of the essence of the contract. It shall suffice for the Company to deliver within a reasonable time of the date of delivery quoted, regard being had to all the surrounding circumstances.

Where the Company offers delivery to a site nominated by the Customer, then its obligation shall be to deliver as near to the site as a safe hard road permits. The Customer shall provide free of charge any labour or machinery required for the purpose of unloading, loading or stacking.

In the event of any goods or any packing or container being delivered and deposited, whether on the public highway or elsewhere the Customer shall be responsible for all steps which need to be taken for the protection of persons or property in relation to such goods, packing or container, and shall indemnify the Company in respect of all or any costs, claims, losses or expenses which the Company may incur as a result of such delivery.

Customers are advised to give as much notice as possible so that the goods can be gathered together. Time is not the essence of the contract or the term of the contract. We will not be liable for delays in delivery or collections consequential or otherwise that may occur as a result of delay. We will do our utmost to fulfil any delivery or collection dates and times.

During periods of inclement weather including storm, drought, freezing temperatures or excessive heat the Company may in its absolute discretion without bringing itself into

breach of contract for failure to perform withhold or delay indefinitely the delivery of any goods ordered by the Customer.

### **11. CANCELLATION OF ORDERS**

The Company reserves the right to charge the Customer for all costs incurred on cancelled orders. If the Customer cancels all or part of any order required for delivery between October 1st and December 31st and not yet executed, he will agree to pay the Company 30% of the value. Between January 1st and February 28th, the liquidated damages for cancellation will be 50% of invoice value. Between March 1st and September 30th the invoice value of cancelled orders will become payable in full.

Orders not accepted for delivery within 90 days of order, or within 30 days of an agreed delivery date, will be deemed to have been cancelled and liquidated damages become payable at the above rates.

Plants purchased by the Company specifically to satisfy the requirements of an order and subsequently cancelled will be invoiced in full irrespective of the date of order of the required delivery date.

### **12. DELAYED DELIVERY CHARGES**

The Company provides a contract growing service called 'Watch it grow.' Plants are grown and cultivated to be ready for handover to the Customer on a defined date i.e. the 'delivery date' as agreed by the Company and the Customer. The Company offers a complimentary 10 working day window from this date to allow the goods to be collected. Once this 10 working day limit has been exceeded, delayed delivery charges will apply at a rate of 2% of total contract grow order value for every working day delayed.

### **13. EXAMINATION OF GOODS**

Goods must be examined forthwith delivery. Any complaint should be made on arrival of a consignment containing perishable items and no later than 5 days after delivery and confirmed in writing. The Company shall have no liability with regard to any claim in respect of which the Customer has not complied with the claims procedure in these conditions.

### **14. RISK / RETENTION OF TITLE**

- a) The risk in the goods shall pass to the Customer on delivery.
- b) Title to the goods shall remain vested in the Company after delivery until payment of all sums (whether arising out of this or any other contract) has been made in full to the Company.

c) As long as title in the goods remains vested in the Company, the following provisions will apply:

- The Customer may (unless otherwise notified in writing by the Company) use, sell or otherwise deal with the goods in the ordinary course of business.
- The Customer shall separately store and keep clearly identified the goods from other goods.
- The Company may at any time on giving prior notice, enter the premises of the Customer for the purpose of inspecting and identifying the goods and the Customer irrevocably authorises the Company to enter upon its premises for that purpose.
- The Company may at any time revoke the Customer's powers in i) above by notice to the Customer if the Customer is in default for longer than 7 days in the payment of any sum whatsoever due to the Company under this or any other contract or if the Company had bonafide doubts as to solvency of the Customer.
- The Customer's powers in i) above shall automatically cease if a receiver is appointed over any assets of the undertaking of the Customer or a winding up order is made against the Customer or the Customer goes into voluntary liquidation (otherwise than for the purposes of reconstruction or amalgamation) or calls a meeting of, or makes any arrangements or composition with creditors or commits any act of bankruptcy. Upon determination of the Customer's powers in i) above the Customer shall place the goods at the disposal of the Company who shall be entitled to enter upon any premises of the Customer for the purpose of removing such goods from the premises (including severance from realty where necessary).
- If goods are returned or repossessed in accordance with foregoing provisions the company shall repay to the Customer any sums received from the Customer in part payment of the price of the goods up to a maximum amount equal to the current market value of the goods based on their condition at the time of return or repossession and after deducting all costs and expenses of the Company in having the goods returned or repossessed and subject also to any right to sell off the Company may have in respect of other sums owing by the Customer to the Company.

## **15. GUARANTEE / WARRANTY**

The Company undertakes at its option to replace or refund the purchase price of any goods sold or supplied in the following circumstances only:

- a) Where the goods do not correspond to any written identifying description applied to them.
- b) Where the goods prove to be unfit for a particular purpose which has been expressed in writing to the Company.
- c) Where goods prove to be defective and not fit for their ordinary purposes within 12 months of delivery.

To the best of our knowledge and belief, all stock sold by us is true to name and description. We cannot accept responsibility for the failure of any plants beyond our control but, if an error has been made by us, our liability towards damages and compensation for the breach of contract shall not exceed the invoice price of the goods.

Unless agreed otherwise in writing the Company shall under no circumstances have any liability of whatever kind for:

- Any defects resulting from weather, accident, failure to tend, or improper use by the Customer except in accordance with instructions or advice of the Company or the manufacturer of any goods or neglect of any instruction or materials provided by the Customer or good horticultural practice; the suitability of any goods for any particular purpose or use under specific conditions whether or not the purpose or conditions were communicated to the Company; any descriptions, illustrations, specifications, figures as to performance, drawings and particulars of weight and dimensions submitted by the Company contained in the Company's catalogues, price lists or elsewhere since they are merely intended to represent a general idea of the goods and not to form part of the contract or be treated as representations; any technical information, recommendation statements or advice furnished by the Company, its servants or agents not given in writing in response to a specific written request from a Customer before the contract has been made; any variations in the quantities or dimensions of any goods or of their specifications or substitution of any type or species, if the variation or substitution does not materially affect the characteristics of the goods, and the substituted materials or components are of a quality equal or superior to those originally specified.

## **15. PAYMENT**

All legal or other costs incurred in collecting overdue and unpaid accounts will be charged to the Customer.

In the event of the existence of an outstanding account, the Company reserves the right to withhold further deliveries/ collections until all outstanding accounts have been settled.

## **16. LAW**

The contract between the Company and the Customer for the supply of goods or contract between the Company and the Customer for the supply of goods or services which includes these conditions shall be governed and construed and shall take effect in accordance with the laws of England.