

# Terms and Conditions

RECEIPT OF AN ORDER FROM A BUYER WILL BE DEEMED TO BE AN ACCEPTANCE BY THE CUSTOMER OF THESE TERMS. THESE TERMS AND CONDITIONS SUPERCEDE ALL PREVIOUS LISTS. PLANTLIFE PARTNERSHIP WILL CONTRACT ON THESE TERMS ONLY.

1. Contracts will be made only by way of buyers order accepted by Plantlife subject to any agreed variations.

2. All conditions, warranties, descriptions, representations express or implied by law, trade, custom or otherwise not expressly included herein or in the written contract are excluded.

3. No retentions shall be made unless expressly permitted by the contract.

4. Delivery shall be made at the place indicated on the contract or, if no place shall be indicated on the contract (and in the case of sales ex-store), delivery shall be made at Plantlife's premises.

5. Plantlife shall not be liable for failure to deliver the goods and services or for any delay in delivery of the goods and services where such failure or delay is occasioned by circumstances beyond the reasonable control of Plantlife. Dates given for delivery are not to be treated as conditions of sale. Plantlife take care to have all plants sold by them to be true to name and description but any express or implied condition, statement or warranty arising by statute or common law or otherwise, as to growth, description, merchantability, fitness for purpose, quality or productiveness is hereby excluded. Liability is limited to the replacement of any defective plants.

6. Unless otherwise agreed in writing, the terms of payment are:

(a) Payment in full on the 20th day of the month following the date of any invoice issued by Plantlife.

(b) Any additional payments due by the buyer pursuant to any of the provisions of the contract shall be paid at the time provided in the contract or, if no time is provided, within 7 days of payment being demanded in writing by Plantlife.

(c) Plantlife may require the buyer to pay a deposit prior to the delivery of any goods and services.

(d) If Plantlife shall at any time at its unrestricted discretion deem the credit of the buyer to be unsatisfactory, it may require security for payment and may suspend performance of its obligations under the contract until the provision of sufficient security.

(e) The buyer shall not be entitled to withhold payment or to make any deductions from the contract price without the prior written consent of Plantlife.

7. Any late payment or non-payment shall constitute a default by the buyer in the performance of the contract. An Account Service Fee of 2 per cent per month, compounding, shall be

payable in respect to defaults in prompt payment but without prejudice to Plantlife's other rights or remedies in respect of the buyer's default in failing to make payment on the due date. All associated collection or recovery costs shall be payable by the buyer.

8. (a) Plantlife shall not be liable for any loss of profit or any consequential, indirect or special loss, damage or injury of any kind whatsoever suffered by the buyer.

(b) The buyer's remedies are solely limited to a warranty claim or any damages claim arising as a result of any failure on Plantlife's part to perform its warranty obligations and that Sections 6 to 20 of the Contractual Remedies Act 1979 are excluded as a result.

(a) The goods described herein supplied by Plantlife to the buyer shall remain Plantlife's property and the customer shall be a bailee only in a fiduciary capacity in respect of such goods and neither the buyer nor any other person or organisation or company can acquire title to the goods until the buyer has paid all amounts due to Plantlife in respect of the goods. The buyer must store and mark Plantlife's goods so they are identifiable as Plantlife's property.

(b) If the buyer is in default of the contract:

(i) Plantlife shall be entitled to repossess the goods.

(ii) The buyer gives Plantlife leave and licence for its servants and agents to enter and remain upon any land and premises wherein the goods in the opinion of Plantlife are, and to take possession of the goods.

(iii) Plantlife also reserves the right, as the agent of the buyer, to enter upon the premises where the goods are situated and take possession of and remove the same without being responsible for any damage thereby caused, and Plantlife may resell any or all of the goods and apply the proceeds in or towards payment of the contract price and all other moneys owing Plantlife by the buyer. All costs and expenses of or incurred by Plantlife as a result of any such action together with transporting and storage charges shall be payable by the buyer on demand. Any suspension of the contract by Plantlife shall not prevent it terminating the contract during the period of suspension.

(c) Risk in the goods shall pass to the buyer when the goods are delivered to the buyer or any agent of the buyer.