



# TERMS AND CONDITIONS OF SALE

## NEW PLACE NURSERIES LTD



1. This list cancels all previous lists and its terms apply to the exclusion of any terms originating from the Customer.
2. All items listed are subject to availability and after acceptance of an order are subject to satisfactory crop growth.
3. Prices quoted are price each and exclusive of V.A.T.
4. We reserve the right to review our prices at any time. In any such event, a Customer will be notified of any price changes to their order
5. The minimum total order we will accept for delivery is 1000 liners, unless customer is able to collect, when the minimum quantity is 500 liners. For trees we regret we are unable to accept orders for collection of less than 5 in total.
6. The minimum quantity of liners supplied per variety will be 18, this quantity being based around the Empot carrier used for Danish trolleys.
7. New Customers will be asked to submit payment prior to delivery of first order, this will be exclusive of any discounts available on subsequent orders as outlined in item 9. Customers wishing to open an account will be asked to complete a credit application form and provide satisfactory trade references.
8. Prices include delivery to mainland U.K. for confirmed orders over 1500 liners. Orders totalling under this amount will be charged transport charges at cost per trolley. (Currently £50 per Danish trolley).
9. A 5% discount is offered for payment on collection of liners or trees, or 2.5% for payment on delivery.
10. Payment of all accounts is due by the last day of the month following date of invoice.
11. In the event that the customer cancels their order (in whole or part) prior to delivery, New Place Nurseries Ltd shall be entitled (without prejudice to any other rights) to charge an additional sum to cover the costs incurred, up to the date of cancellation.
12. Risk of any orders despatched by New Place Nurseries Ltd. will pass to the Customer on receipt of the goods. Therefore complaints must be registered in writing within seven days of this date.
13. Where delivery is made by instalments, each delivery shall be deemed for such purpose to be the subject of a separate contract and any failure whatsoever by the seller in respect of any one delivery shall not entitle the buyer to repudiate the contract or any instalments remaining to be delivered thereunder.
14. Notwithstanding delivery and the passing of risk in the goods, or any other provision of these conditions, the property in the goods shall not pass to the buyer until New Place Nurseries Ltd. have received in cash or cleared funds payment in full of the price of the goods and all other goods agreed to be sold by New Place Nurseries Ltd. to the buyer for which payment is then due.
  - a) Until such time as the property in the goods passes to the buyer, the buyer shall hold the goods as New Place Nurseries Ltd. fiduciary agent and bailee and shall keep the goods separate from those of the buyer and the third parties and properly stored, protected and insured and identified as New Place Nurseries Ltd. property. Until that time, the buyer shall be entitled to resell or use the goods in the ordinary course of its business, but shall account to New Place Nurseries Ltd. for the proceeds or otherwise of the goods, whether intangible or tangible, including insurance proceeds and shall keep all such proceeds separate from any monies or property of the buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.
  - b) Until such time as the property in the goods passes to the buyer (and provided the goods are still in existence and have not been resold) New Place Nurseries Ltd. shall be entitled at any time to require the buyer to deliver up the goods to New Place Nurseries Ltd. and, if the buyer fails to do so forthwith, to enter upon the premises of the buyer or any third party where the goods are stored and repossess the goods.
  - c) The buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain the property of New Place Nurseries Ltd., but if the buyer does so all monies owed by the buyer to New Place Nurseries Ltd. shall (without prejudice to any other right or remedy of New Place Nurseries Ltd.) forthwith become due and payable.
15. New Place Nurseries Ltd. reserve the right to withhold deliveries to any Customer who has failed to settle any outstanding sum on their account.
16. New Place Nurseries Ltd. shall not be liable for damage or loss caused as a result of any occurrence beyond the Company's control.
17. Whilst every effort is made to ensure that plants despatched are of first grade quality and true to name, should a claim result, New Place Nurseries Ltd. liability shall not exceed the invoice price of the goods in question.