

# Terms and Conditions of Wildflower Turf Ltd

## 1. Definitions

In these conditions, unless the context requires otherwise:

- 1.1 'Buyer' means the person who buys or agrees to buy the goods from the Seller;
- 1.2 'Conditions' means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller;
- 1.3 'Estimated Delivery Date' means the date specified by the Seller when the goods are to be delivered;
- 1.4 'Goods' means the articles which the Buyer agrees to buy from the Seller;
- 1.5 'Price' means the price for the Goods excluding carriage, packing, insurance and VAT; and
- 1.6 'Seller' means Wildflower Turf Ltd, Ashe Warren Farm, Overton, Basingstoke, Hants RG25 3AW

## 2. Conditions Applicable

- 2.1 The Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all the other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order, confirmation of order or similar document.
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.
- 2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyers acceptance of these Conditions.
- 2.4 Any variation to these Conditions (including any special terms and conditions agreed between parties) shall be applicable unless agreed in writing by a director or the Seller.

## 3. Price and payment

- 3.1 The Price shall be the sum set out in the Seller's quotation.
- 3.2 The Price is exclusive of VAT which shall be due at the rate ruling on the date of the Seller's invoice.
- 3.3 Payment of 20% of the Price and VAT shall be due upon acceptance of the Seller's quotation and placement of the Buyers order.
- 3.4 Payment of the balance of the Price and VAT shall be as stipulated on the invoice.
- 3.5 Time for payment shall be of the essence.
- 3.6 Interest on overdue amounts shall accrue from the date when the payment becomes due from day to day until the date of payment at a rate of 5% above NatWest Bank plc's base rate from time to time in force and shall accrue at such a rate as well as before any involvement.
- 3.7 If the Buyer fails to make any payment on the due date then without prejudice to any of the Seller's other rights the Seller may:
  - 3.7.1 suspend or cancel deliveries of any articles due to the Buyer; and/or
  - 3.7.2 appropriate any payment made by the Buyer to such Goods (or Goods supplied under any other contract with the Buyer) as the Seller may in its sole discretion think fit.
  - 3.7.3 A fee will be chargeable on cancellation of an order once the turf has been lifted.

## 4. The Goods

- 4.1 The quantity and description of the Goods shall be as set out in the Seller's confirmation of order.
- 4.2 The Seller may from time to time make changes in the specification of the Goods which are required to comply with any acceptable safety or statutory requirements or which do not materially affect the quality or fitness for purpose of the Goods
- 4.3 Any contractual description of the Goods by the Seller relates to the identity of the Goods but only if it relates to a central characteristic of the Goods or to a substantial ingredient in the identity.

## 5. Delivery of Goods

- 5.1 Delivery of the Goods shall be made to the Buyers address on the Estimated Delivery Date. The Buyer shall make all arrangements to take delivery of the Goods whenever they are tendered for delivery.
- 5.2 The Seller shall not be liable for any loss or damage whatever due to failure by the Seller to deliver the Goods (or any of them) by the Estimated Delivery Date and Time.
- 5.3 Notwithstanding that the Seller may have failed to deliver the Goods (or any of them) by the Estimated Delivery Date the Buyer shall be bound to accept delivery and to pay for the Goods in full provided that delivery shall be tendered at any time within 30 days of the Estimated Delivery Date and Time.
- 5.4 The Buyer shall take delivery of the Goods tendered notwithstanding that the quantity so delivered shall be either greater or less than the quantity purchased provided that:
  - 5.4.1 Such discrepancy in quantity shall not exceed 5% and
  - 5.4.2 The Price shall be adjusted pro rata to the discrepancy.
- 5.5 The Buyer shall be deemed to have accepted the Goods 24 hours after delivery to the Buyer. Please check to confirm you are satisfied & raise any concerns prior to this.
- 5.6 After acceptance the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

## 6. Warranties and liability

- 6.1 The Seller warrants that the Goods supplied will at the time of delivery correspond to the description given by the Seller.
- 6.2 Except where the Buyer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977 Section 12 and/or the Unfair Terms in Consumer Contracts Regulations 1999 Regulation 3(1)) all other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods, whether express or implied by statute or common law or otherwise are excluded to the fullest extent permitted by law.
- 6.3 In the event of any breach of this contract by the Seller the remedies of the Buyer shall be limited to the supply by the Seller of replacement Goods. Under no circumstances shall the liability of the Seller exceed equivalent to the price of Goods.
- 6.4 If the Buyer:
  - 6.4.1 fails to observe the Seller's recommendations for the treatment of the Goods in the 12 months following delivery; and/or
  - 6.4.2 fails to notify the Seller within 1 day of becoming aware of any defect in the Goods; and/or
  - 6.4.3 undertakes any further treatment of the Goods after discovery of a defect in the Goods without first having afforded the Seller an opportunity to inspect the Goods; the Buyer shall be barred from making any claim against the Seller in respect of alleged defects.
- 6.5 Under no circumstances shall the Seller be liable to the Buyer for loss of profit, or any other consequential or indirect losses.

## 7. Title and risk

Title shall pass on delivery of the Goods. Risk shall pass on delivery of the Goods.

## 8. Insolvency or other default of the buyer

If the Buyer fails to make payment for the Goods in accordance with this contract of sale or commits any other breach of the contract of sale or if any distress or execution shall be levied upon any of the Buyers goods or if the Buyer offers to make any arrangement with its creditors or if any bankruptcy petition is presented against the Buyer or the Buyer is unable to pay its debts as they fall due or if being a limited company any resolution or petition to wind up the Buyer (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or if a receiver, administrator, administrative receiver or manager shall be appointed over the whole or any part of the Buyers business or assets or if the Buyer shall suffer any analogous proceedings under foreign law all sums outstanding in respect of the Goods including the balance of the Price which would otherwise have been payable on delivery shall be payable immediately. The Seller in its absolute discretion and without prejudice to any other rights which it may have suspend all future deliveries of Goods to the Buyer and/or terminate the contract without liability upon its part.

## 9. Force majeure clause

- 9.1 Save for the Buyers obligation of payment under clauses 3.3 & 3.4 neither party shall be liable for any default due to any act of God, war, civil disturbance, malicious damage, strike, lockout, industrial action, fire, flood, drought, extreme weather conditions, compliance with any law or government order, rule, regulation, direction of any other circumstance beyond the reasonable control of either party ('Force Majeure Event').
- 9.2 Each party shall give notice forthwith to the other upon becoming aware of a Force Majeure Event, the notice to specify details of the circumstances giving rise to the Force Majeure Event.

## 10. Headings

All headings are for ease of reference only and shall not affect the construction of this contract.

## 11. Severance

Any provision of the contract which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision of the contract.

## 12. Waiver

No waiver or forbearance by the Seller (whether express or implied) in enforcing any of its rights under this contract shall prejudice its right to do so in the future.

## 13. Sub-contracting

The Seller may licence or sub-contract all or any part of its rights and obligations under this contract without the Buyer's consent.

## 14. Proper law of contract

This contract is subject to the law of England and Wales.