

TERMS & CONDITIONS

1. New customers are requested to give two trade references and bank reference, and to send cash with first order.
2. All varieties in our list are offered subject to availability at the time the Company receives an order.
3. Prices stated are wholesale ex-nursery and subject to change without notice. Prices are exclusive of V.A.T.
4. The Company hereby reserves the property in any goods sold until payment of the price therefore is received in full.
5. Payment within 30 days of date of invoice. Interest will be charged on overdue accounts at 3% per month compounded at monthly rests. The time within which the buyer is to pay for any goods shall be the essence of this contract.
6. Should any unfulfilled order be cancelled by the buyer the company reserves the right to demand liquidated damages, without having to prove its action, according to the scale as follows:-

No. of days notice prior to 31st March (and of "season" for which order was received)	Liquidated damages expressed as % of value of order cancelled
90+	30%
60-89	50%
30-59	75%
0-29	100%

7.
 - (i) Cost of carriage will be borne by the buyer.
 - (ii) Any time or date named by the seller for delivery is given and intended as an estimate only and the seller shall not be liable to make good any damage or loss whether arising directly or indirectly out of any delay in delivery.
 - (iii) The said goods shall be delivered by the Company to the buyer at the buyers place of business or as otherwise requested PROVIDED nevertheless that from the time of despatch hereof from the sellers premises and until such delivery the risk of any loss or damage to or deterioration of the said goods from whatever cause arising shall be borne by the buyer.
8. Complaints must be made to us in writing within 7 days of the receipt of the goods by the buyer. If the buyer shall fail to give such notice the goods shall be deemed to be in all respects in accordance with the contract and the buyer shall be bound to accept and pay for the same accordingly.
9. No responsibility will be accepted by the company for losses arising out of causes beyond its control.
10. Any description given of any goods is given by way of identification thereof only and the use of such description shall not constitute a sale by description.
11. Notwithstanding that a sample of any goods may be exhibited to and inspected by the buyer it is hereby declared that such sample is exhibited and inspected solely to enable the buyer to judge for himself the quality of the bulk and not so as to constitute a sale by sample under the contract. The buyer shall take the goods at his own risk as to their corresponding with the sample or as to their quality of sufficiency for any purpose.
12. In the event of war, invasions, act of foreign enemy, hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection or military or usurped power the seller shall be relieved of liabilities incurred under this contract wherever and to the extent to which the fulfilment of such obligations is prevented, frustrated or impeded as a consequence or any such event or by any statute, rules, regulations, orders or requisitions issued by any government department, council or other duly constituted authority or from strikes, lock-outs, breakdown of plant or any other causes (whether or not of a like nature) beyond the sellers control.
13. The proper law of any contract made with us shall be the Law of England.
14. Arbitration Clause - Any dispute under the contract shall be referred to an arbitrator or arbitrators to be appointed by the parties or in default of the agreement by the President of the Horticultural Trades Association for the time being and his or their decision shall be a submission to arbitration within the Arbitration Act 1950 or any statutory modification thereof for the time being in force.
15. Liability - Whilst every care will be taken to ensure that customers instructions are adhered to , the Company will not be liable for any incorrect pricing howsoever caused. Responsibility will be limited solely to the supply of a replacement correctly priced label, if requested.
16. Buyers shall be deemed to accept the above Conditions as part of the Contract of Sale by placing an order with us. None of the above Terms and Conditions of Sale shall be deemed to be waived or modified unless expressly agreed by us in writing.

CROWDERS NURSERIES - A TRADING DIVISION OF W. CROWDER & SONS LIMITED.
LINCOLN ROAD, HORNCASTLE, LINCOLNSHIRE LN9 5LZ

SIGNATURE.....

PLEASE PRINT.....

DATE.....