



## TERMS & CONDITIONS OF BUSINESS

### DEFINITIONS

1.1 In these Terms and Conditions of Business ("conditions") the following terms shall have the following meanings:

"Company"	means <b>Allgrowth Ltd</b>
"Customer"	means the person, firm or company from whom orders for Goods are received by the Company
"Contract"	means any contract for the sale of Goods and/or services by the Company to the Customer
"Goods"	means any goods forming the subject of this contract including parts and components of or materials incorporated in them

### QUOTATIONS

2.1 Quotations by the Company unless otherwise stated in them shall be valid for 28 days and shall in any event be subject to availability of the Goods referred to in them.

### EXISTENCE OF CONTRACT

- 3.1 No contract shall come in to existence until the Customers order (however given) has been accepted and confirmed
- 3.2 The Customer shall be responsible for ensuring the accuracy of its orders
- 3.3 Clerical errors made by the Company may be corrected at any time without any liability on the part of the Company

### PRICES

- 4.1 The price of the Goods shall be that stated in the Company's quotation
- 4.2 The Company shall have the right in respect of any uncompleted portion of the Contract to adjust its prices for any increase in the price of any materials, labour, transport, changes in work or delivery schedules or quantities or any other costs of any kind arising for any reason after the date of the Contract
- 4.3 Where the Company is requested to delay or withhold delivery by the Customer for any reason the Company may in its absolute discretion charge for any costs arising therefrom including but not limited to additional husbandry
- 4.4 The Company has an absolute discretion to make a delivery charge for any goods ordered

### PAYMENT

- 5.1 The price of the Goods is exclusive of amounts in respect of value added tax (VAT)
- 5.2 The Company shall be entitled to require payment for the Goods in full upon acceptance of the Customer's order
- 5.3 The Company may in its sole discretion, invoice the Customer for the price of the Goods on receipt of the Customers order or at any time prior to or after delivery of the Goods
- 5.4 The Customer shall pay the invoice in full and in cleared funds as per the due date outlined in the invoice. Time of payment is of the essence
- 5.5 If the Customer fails to pay on time the Company is entitled to withhold all further deliveries to the Customer, regardless of whether the deliveries are mutually interrelated

### TITLE

- 6.1 For the purpose of section 12 of the Sale of Goods Act 1979 the company shall transfer only such title or rights in respect of the Goods as the Company has and if the Goods are purchased from a third party shall transfer only such title or rights as that party had and has transferred to the Company
- 6.2 Until ownership of the Goods has passed to the Customer, the Customer shall:
- 6.2.1 hold the Goods on a fiduciary basis as the Company's trustee
- 6.2.2 store the Goods (at no cost to the Company) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Company's property
- 6.2.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods
- 6.2.4 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery

### DELIVERY AND RISK

- 7.1 Delivery of the Goods shall be made when the Company makes the Goods available to the Customer or its agent or carrier at the Company's premises or other agreed delivery point
- 7.2 Where delivery takes place other than at the Company's premises the Customer shall be responsible for providing unobstructed access to a clear and safe site for the purpose of off-loading and it shall be the responsibility of the Customer to ensure at its own cost that appropriate equipment is available for off-loading purposes
- 7.3 Time for delivery will be estimated as accurately as possible but is not guaranteed, and the Company accepts no liability for loss, damage or consequential loss in respect of delay in delivery

7.4 The Company shall have no liability in respect of failure to deliver arising from circumstances outside of its control

7.5 The Customer is obliged to inspect and examine the received Goods and provide the necessary manpower for unloading

### FORCE MAJEURE

8.1 The Company shall not be liable for any failure or delay in performing obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure event. This means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, industrial disputes, failure of energy sources or transport networks, acts of God, war, terrorism, fire, floods or any other natural disasters or extreme adverse weather conditions

### CANCELLATION

9.1 Orders for Goods which have to be grown or acquired especially for the Customer, or which are put aside especially for the Customer, may only be cancelled with the Company's agreement in writing and on terms that the Customer indemnifies the Company in full against all loss (including but not limited to loss of profit) costs, damages and expenses incurred by the Company as a result of cancellation

### WARRANTY & LIABILITY

- 10.1 The Company warrants that the Goods shall conform to any specification agreed by the Company in writing and that they will comply with their description and be of satisfactory quality
- 10.2 The risk in the Goods shall pass to the Customer upon delivery/collection
- 10.3 The Company shall under no circumstances have any liability for;
- 10.3.1 any defects resulting from weather, accident, failure to plant, failure to tend or general neglect
- 10.3.2 for the suitability of any Goods for any particular purpose or use under specific conditions whether or not the purpose or conditions were known or communicated to the Company
- 10.4 It is the Customers responsibility not to mistreat or neglect goods supplied
- 10.5 During periods of inclement weather including storm, freezing temperatures or excessive heat, the Company may in its absolute discretion and without bringing itself in to breach of contract for failure to perform, withhold or delay indefinitely the delivery of any Goods ordered by the Customer
- 10.6 Where in the exercise of the Company's absolute discretion under clause 10.5 the Company incurs any additional costs for storage and husbandry or both the Company may so charge the Customer
- 10.7 The Company shall not be liable to the Customer for loss of profit, loss of contracts, consequential, special or indirect loss or damage whether arising from negligence, breach of contract or otherwise even if the Company has been advised of the possibility of such loss or damage
- 10.8 Any queries or complaints arising must be notified to the Company in writing within seven days of the receipt of Goods
- 10.9 Any queries or complaints that arise after this date must be notified to the Company as soon as they become apparent, including full details of all relevant issues. Should it be necessary for a representative to attend a site inspection the Company reserve the right to charge for all expenses incurred in undertaking this visit
- 10.10 Any compensation due to the customer following clause 10.9 shall not exceed the invoice price for the Goods in question

### THIRD PARTY RIGHTS

11.1 A person who is not a party to the Contract shall not have any rights under or in connection with it

### RETENTIONS

12.1 No retentions and/or discounts are acceptable unless negotiated at the enquiry stage and clearly stated on every Customer's official order

### LAW AND JURISDICTION

13.1 The conditions shall be interpreted in accordance with the laws of England and Wales and any dispute hereunder shall be subject to the exclusive jurisdiction of the Courts of England and Wales

### CANCELLATION

14.1 Orders for Goods which have to be grown or acquired especially for the Customer, or which are put aside especially for the Customer, may only be cancelled with the Company's agreement in writing and on terms that the Customer indemnifies the Company in full against all loss (including but not limited to loss of profit) costs, damages and expenses incurred by the Company as a result of cancellation

### GENERAL

- 15.1 These conditions together with the Customer's order and the Company's order confirmation contain the entire agreement between the parties
- 15.2 Any contract incorporating these conditions is personal to the Customer and the Customer may not without the prior written consent of the Company assign its rights or obligations under any contract