

Tharfield Nursery Ltd

CONDITIONS OF SALE

(The term "Goods" shall, unless the context otherwise requires, also refer to those services provided by Tharfield Nursery Ltd to you).

1. Delivery

All charges for packaging, freight and insurance are to be the Buyer's responsibility. Risk in the Goods will pass to the buyer on delivery to the Carrier's vehicle at Tharfield's premises. Goods shall be deemed to be delivered to you when loaded on the carrier's vehicle at the premises of Tharfield Nursery Ltd. Delivery shall be at your risk.

The Buyer shall inspect the Goods as and when delivered and shall, if no notice to the contrary has within seven (7) days of delivery been communicated to Tharfield Nursery Ltd, be deemed to have accepted the Goods as delivered. The Buyer shall not thereafter be entitled to return any Goods except with the express permission of Tharfield Nursery Ltd.

2. Dates

Tharfield Nursery Ltd shall use its best endeavours to arrange delivery of the Goods to you by the provisional date stated on the order form. However, it shall not be liable for any loss of revenue or profits or any consequential loss of failure to deliver on such a date due to any cause beyond its reasonable control, such as (by way of example only) the variable nature of the growth rate of plants. This order is not subject to cancellation because of variation in delivery date.

3. Liability

- 3.1 Tharfield Nursery will exercise reasonable care and skill in providing the Goods and will use its best endeavours to ensure the Goods are:
- i) Virus and disease free
 - ii) Of acceptable quality
 - iii) Fit for the general purpose for which Goods of this description may reasonably be expected to be used.
- Tharfield Nursery excludes liability for any loss or damage (including direct or consequential loss, loss of profits) sustained or incurred by the Buyer, or any customer of the Buyer, as a consequence of any failure to comply with sub clauses i, ii and iii. We cannot and do not guarantee the plants will be virus and disease free.
- 3.2 You must notify us of any claim within 6 months of the date of our invoice.
- 3.3 Notwithstanding anything in this clause, Tharfield Nursery may at its discretion replace or refund the purchase price of any Goods proved to be defective, but the value of any such replacement shall in no event exceed the purchase price of the goods.
- 3.4 The Buyer agrees that it is acquiring Goods for the purposes of a trade or business, and the provisions of the Consumer Guarantees Act 1993 do not apply.

4. Shortfalls

Nursery losses are an inherent factor in the production of plants and these losses cannot be accurately predetermined. Tharfield Nursery Ltd will make every effort to supply in full goods that have been specifically grown to order and to supply as far as possible goods from surplus stock. Orders for surpluses are made available for sale only on the basis of an estimate of the numbers of live plants in stock at the date the Order was placed with Tharfield Nursery Ltd. In the event of shortfalls in supplying any order due to unexpected losses/harvesting attrition, Tharfield Nursery Ltd will offer to the Buyer the closest alternative variety, subject to availability. Supply priority shall be given to sequentially confirmed orders or on any other appropriate basis as determined by Tharfield Nursery Ltd from time to time. Tharfield Nursery Ltd strongly advises the Buyer to confirm final delivery totals (particularly if ordering from surpluses) before removing existing plants or committing to extra development costs. Harvesting losses can result in a short-supply of your order. Delivery shortfalls will not be automatically carried over to the next available year unless this has first been discussed and clearly understood by both parties to the contract beforehand. No liability whatsoever is accepted by Tharfield Nursery Ltd for any inability to supply due to unforeseen losses.

5. Costs

The Buyer will reimburse Tharfield Nursery for the reasonable cost of enforcing these Conditions.

6. NO REPRESENTATIONS

These terms and conditions express the entire understanding and agreement between the Buyer and Tharfield Nursery Ltd with regards to the matters set out herein.

PLEASE KEEP A COPY OF THIS FORM FOR YOUR OWN RECORDS

THANK YOU FOR YOUR ORDER. WE APPRECIATE YOUR BUSINESS.