

FROMEFIELD NURSERIES - TERMS AND CONDITIONS OF SALE

(01-01-2009 This list cancels all previous Terms and Conditions)

I. General

- A. The sale and these terms and conditions shall be governed by and be construed in accordance with English law.
- B. In these terms and conditions, "Fromefield" means Fromefield Nurseries Limited, of Church Lane, Awbridge, Romsey, Hampshire. "Customer" means any company, person or firm with whom Fromefield are contracting the sale of items set out in this list.
- C. This list cancels all previous lists and its contents apply to the exclusion of any terms contained in any document originating from the Customer.
- D. All items in the list are offered subject to availability. Confirmation of orders does not constitute guarantee of delivery. When Fromefield have accepted an order, the items referred to will be supplied by Fromefield subject to satisfactory plant growth and to these terms and conditions of sale.
- E. The placing of an order constitutes acceptance of these terms and conditions.
- F. New Customers will be requested to complete a credit application.

II. Price and Payment.

- A. Prices quoted in the list are ex-Nursery and exclusive of FRA. Fromefield is not VAT registered. Please see details under the 'Flat Rate Farming Certificate' in the main catalogue.
- B. If a Customer requests delivery, then the cost of delivery will be added to the invoice.
- C. The invoice price must be paid within 30 days of the invoice date. If not paid within this time, then Fromefield reserve the right to charge interest on overdue accounts from the date when payment becomes due, until the date when payment is made, at a rate of 2% per 30 days.
- D. Credit Invoices when received from Fromefield and may be factored through Lloyds TSB Commercial Finance Ltd. All cheques and payments issued thereof should be made payable to Lloyds TSB Commercial Finance Ltd. who will issue a statement of account. The payment address is marked on the invoice or statement.
- E. Fromefield reserve the right to alter the price quoted in the list. The price payable is the price quoted in the invoice.
- F. Fromefield reserve the right to withhold deliveries to a Customer who has failed to pay any invoice or part of an invoice within 30 days.

III. Orders and Deliveries.

- A. Plants are supplied in 9cm pots as indicated in the specification. They are contained in trays of 20. Orders are accepted in multiples of 20. Orders for less than 20 per variety are surcharged by 15%.
- B. There is no minimum quantity for orders collected from the nursery. If you request delivery, the total minimum is 600 plants to qualify for our subsidised delivery tariff rates (See Main Catalogue or Web Site). Deliveries requested for less than 600 plants are made at cost and there is a minimum charge of £10 for any delivery. Single orders over £1000 in value will be delivered FOC to mainland England destinations.
- C. All orders will be confirmed in writing within 14 days. We should be able to advise at this time the approximate cost of delivery and an estimated delivery month. All orders are logged on receipt and are processed in order of receipt.
- D. Orders are accepted from stock and will be delivered as available. Orders from stock for spring delivery i.e. March / April will only be accepted at Fromefield's discretion and are usually not accepted at all until the beginning of October each year. These orders may incur a 5 % overwintering surcharge at the management's discretion. Advance contract orders for spring delivery are welcomed, but in order to plan the production and assure delivery please place orders prior to the end of April the previous year.
- E. We can deliver orders with relative ease throughout mainland UK and with little fuss to offshore British Isles. Deliveries are made, wherever possible using our own transport or contract delivery agents (see delivery tariff map in main catalogue). Where we cannot use this service, we use various Parcel Carriers especially with smaller orders. Deliveries outside mainland UK will be delivered at cost. Orders are usually delivered in trays upright, or in the case of those sent by carrier, packed loose in cardboard cartons.

IV. Discounts

Prices are discounted according to the quantity of each item ordered as per the Price Bands indicated in the Catalogue and Availability Lists.

- 10%** **Payment discount** for orders collected, and paid for on collection.
- 2.5%** **Collection discount** for all orders collected (subject to status and our standard terms of payment).
- 2.5%** **Delivery discount** for payment on delivery or payment pre-delivery via pro-forma invoice.

V. Damage and Complaints.

- A. Responsibility for the items sold passes to the Customer when items leave Fromefield's premises.
- B. Ownership of the items to be sold to the Customer shall remain with Fromefield until payment of the invoice. The Customer holds items as bailee only until payment is made in full.
- C. Customers should inspect items at the time of collection, or if delivered at the time of delivery. Any complaint about the condition of the items sold, must be made in writing to Fromefield by the Customer upon discovery, and in any event within seven working days.
- D. Every effort is made to ensure that plants leaving us are true to name, pest- and disease-free and are of good quality. They are however supplied without warranty, expressed or implied, as to productivity, resistance to pest or disease or losses due to faulty treatment or growing conditions after leaving our premises.
- E. No liability whatsoever is accepted for consequential loss or damage, costs or expenses, or any other claim.
- F. Fromefield shall not be liable for any damage or loss caused by any occurrence beyond the company's control.
- G. The liability of Fromefield shall be limited to the amount shown on the invoice.