

Terms of Business and Conditions of Sale

o INTRODUCTION

These conditions of sale apply to every order accepted by us to the exclusion of any conflicting terms and conditions: stipulated, incorporated or referred to by you in order or in document, correspondence or negotiation.

o RISK and TITLE

1. Risk of loss or damage to goods and each consignment, thereof, shall pass from the Seller to the Buyer when the carrying vehicle transporting the goods or any consignment thereof arrives at the Buyers premises. Unless the Buyer or Buyers agents collects the goods, the risk in goods so collected shall pass on collection.
2. Title to goods or any consignment thereof, shall remain with the Seller until receipt in full without any deduction or withholding (including VAT and delivery charges if applicable). At any time before full payment has been made, the Seller shall be entitled to recover the goods (or the consignment in question) and for this purpose, the Buyer hereby gives license to the Seller or the Sellers, its Agents and Servants to enter upon the premises where the goods may be from time to time be situated for the purpose of recovering the same.

o PRICES and PAYMENT

1. Prices are subject to alteration without notice. Prices quoted and all orders are accepted on the basis that the invoice price payable by the Buyer shall be the price ruling at the date of despatch of the goods. VAT at standard rate is to be added to all prices quoted verbally, in writing or shown in our catalogue / price lists. Except grass seed which is zero rated.
2. Unless other wise specified in writing by the Seller, the buyer shall pay to the Seller, the nett amount of the Sellers invoice (including VAT and delivery charges where appropriate), by the 20th of the month following month of invoice, unless otherwise agreed in writing.

o OVERDUE ACCOUNTS

The Seller reserves the right to add extended credit charges at the rate of 2% per month on accounts not paid by the due date.

o DELIVERY

1. Shortages and / or damage should be notified within 3 days.
2. The obligation of the Seller should be to deliver or arrange delivery as near to the intended destination as safe, hard road permits.
3. Minimum order for free delivery ex yard is £500.00 exclusive of VAT. All orders below £500.00 will incur a £15.00 carriage charge.
4. Return of Goods: No return of goods will be accepted unless by prior agreement, when a 10% handling charge will be levied to defray costs.

o WARRANTY

All goods are sold on the understanding that they shall be used strictly in accordance with the respective manufacturers recommendations. Advice and recommendations are to the best of our belief suitable. They are provided free of charge, but no responsibility or liability for any results or consequence which may ensue from them shall lie upon the Seller and Buyers are deemed to accept this stipulation.

o FORCE MAJEURE

The Seller shall be under no liability whatsoever for any failure or delay in performing the contract by reason of any cause whatsoever beyond reasonable control of the Seller. The Seller shall have the right in such circumstances either to: extend the contractual time for delivery by such period as it considers reasonable of which due notice shall be given to the Buyer or to cancel the contract in whole or in part without liability to the Buyer.

o GENERAL

1. All weights and quantities are approximate only.
2. Samples submitted and illustrations in catalogues must be accepted as showing type class and general character only without warranty or guarantee as to the substance, performance, specification or design or quality of packaging.

o PESTICIDE SALES

All pesticides sold are with the understanding that they will be used by competent end users within the guidelines of F.E.P.A. (Food and Environment Protection Act 1985).

All pesticides are sold with the understanding that they are used strictly within the latest Approved Recommendations for the product.

When using pesticides – read the label carefully before use.

FOR OFFICE USE ONLY:

A/C No:.....

Date:.....

Territory:.....

Signed:.....

**PLEASE RETURN THIS FORM TO THE BRACKNELL
ADDRESS OVERLEAF**
