

# Terms and Conditions of Sale

**1. General:** These terms and conditions apply in preference to and supersede any terms and conditions referred to offered to or relied on by the seller whether in negotiation or at any stage in the dealings between the seller and buyer with reference to the goods which this contract relates. Without prejudice to the generality of the foregoing, the seller will not be bound by any document or printed term furnished by the buyer in any of its documents, unless the buyer specifically states in writing separately from such terms that it intends such terms to apply and the seller acknowledges such notifications in writing.

**2. Variation:** Neither the buyer nor the seller shall be bound by any variation, waiver of, or addition to these conditions except as agreed by both parties in writing and signed on their behalf.

**3. Description:** The description of the goods has been given by the way of identification only and the use of such description shall not constitute sale by description.

**4. Sample:** Notwithstanding that a sample of the goods has been exhibited to and inspected by the buyer, it is hereby declared that such a sample was so exhibited and inspected solely to enable the buyer to judge for himself the quality.

**5. Liability** (a) No liability whatsoever shall be incurred by the seller in respect of any representation related or referred in any way to (i) the correspondence of the goods to any description or (ii) the quality of the goods or (iii) the fitness of the goods for any purpose whatsoever. (b) No liability whatsoever shall be incurred by the seller to the buyer in respect of any express term of the contract whether a condition, warranty or intermediate stipulation (including any liability arising from the breach of such term) where said terms related or refers in any way to (i) the correspondence of the goods to any description or (ii) quality of goods (iii) the fitness of goods for any purpose whatsoever. (c) All implied terms and conditions or warranties statutory common law or otherwise as to (i) the correspondence of the goods to any description of (ii) the merchantable quality of goods (iii) the fitness of the goods for any purpose whatsoever (whether made known to the seller or not) are hereby excluded from the contract. (d) Whilst every effort is take to ensure that real timber parts are used are 'sound' at time of manufacture, no responsibility can be accepted for subsequent defects becoming apparent. It is strongly advised that all the plants should be regularly maintained and especially with tree in excess of £m also regularly checked for minor defects affecting the safety of the tree (e) The 'Company' accepts no responsibility for rusting of plant components, especially when used in areas of high moisture content such as swimming pools, external areas or when the flame retardant solutions have been applied.

**6. Price** (a) All quotations and estimates issued by he seller are, otherwise stated, based on the current cost of production (materials, wage and hours) and area subject to

Amendment on or after acceptance to meet any rise or fall in such cost. (b) All quotations and estimates issued by the seller are exclusive of value added tax (c) Any variation to price quoted as a result of government taxes and levies will be for the buyers account.(d) All quotations and estimates are valid for 30 days. (e) Written confirmations required for all orders and the seller accepts no responsibility for incorrect deliveries if this is not received. (f) In some instances, at the seller's discretion, a percentage deposit will be required with the order.

**7: Payment** (a) payment for goods supplied under the contract is due pro forma on an initial order and until satisfactory references are received, otherwise 28 days after delivery (b) if payment of the price or any part thereof is not made by the due date, the seller shall be entitled to (i) Charge Interest on the outstanding account at the rate of 2% per annum above the Adam & Company Plc Bank base rate accruing daily. (ii) require payment in advance of delivery of undelivered goods (iii) Refuse to make delivery of any undelivered goods whether ordered under the contract or not and without incurring any liability whatever to the buyer for non delivery or any delay in delivery (iv) Terminate the contract.

**8 Delivery:** All orders over and above £400 net will be delivered free of charge (UK Mainland only). (i) Bespoke items, large trees and pre potted products (i.e. in GRP planters) may vary from the above amount and will be charged at cost. (ii) We strongly recommend that pre potted trees be delivered on pallets as this reduces the risk of damage. (iii) MDF Pots are also recommend to travel on a pallet.(iv) All deliveries must be signed for and checked at time of delivery. A credit note cannot be issued if the goods have been signed for and subsequently been found to be damaged. Orders below this value will be charged at cost (£14.75) unless otherwise stated. (v)European Deliveries will be charged at cost. Please call for a delivery quotation before placing an order.

**9 Risk:** The risk of goods will pass to the buyer at the time of despatch from the sellers premises so that they will be at the buyers risk during transit and thereafter. If it is not possible to check goods on delivery please sign the delivery note as 'damaged'.

**10. Time:** The seller undertakes to use its best endeavours to despatch the goods on the promised delivery date, but does not guarantee do so. Time of delivery shall not pass to the buyer until the buyer shall have made payment in full, and this may only be varied in writing by the seller.

**11: Property:** The property in the goods will not pass to the buyer until the buyer shall have made payment in full, and this may only be varied in writing by the seller.

**12 Force Majeure:** If delivery is delayed by strikes, lockouts, fire, accidents, defective materials, delay in receipt of raw materials or bought in goods or components or any other cause beyond the reasonable control of the seller a reasonable extension of time for delivery shall be grated and the buyer shall pay such reasonable extra charge as shall have been occasioned by the delay.

**13 Law:** the contract shall be deemed to have been made in Scotland and the parties to the contract hereby submit to the jurisdiction of the Scottish Courts. Scottish Law shall be the proper law of the contract.

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