



## Clog Flower Wholesale Ltd. Terms and Conditions

Manchester 01-01-2017

### GENERAL

1. These General Terms and Conditions apply to all offers made by Clog Flower Wholesale Limited (the 'Seller'), to all agreements concluded between the Seller and a customer (the 'Buyer'), and to the performance of those agreements.
2. Any varying provisions must be expressly agreed in writing and will be deemed to supplement and not to replace these General Terms and Conditions.

### PRODUCT QUALITY

Products will be supplied of the expected quality standard in the UK flower and foliage industry.

### PRICES

The prices are determined by the Seller upon acceptance of the order, and may not be varied without the Buyer's prior consent.

### PAYMENT

1. The seller understands and will exercise its statutory right to claim interest and compensation for debt recovery costs under the Late Payments Legislation, if the seller is not paid according to agreed credit terms.
2. If the Buyer is in default, the Seller will be entitled to charge interest of 3% per month on the amount outstanding, as from the due date of the invoice until the date of payment in full.
3. If third parties are instructed to collect overdue payments, the Buyer shall account to the Seller for any court and/or out-of-court costs involved, subject to a minimum of 25% of the outstanding sum, and such sums will fall due immediately.
4. If buyer is a Ltd. The directors of the company personally guarantees payment of any outstanding account if the company is unable to pay.

### DELIVERY

1. The Seller must deliver the agreed quantity, unless an event of force majeure necessitates a reduction in the quantity or a rescind.
2. The Seller must immediately notify the Buyer of any event of force majeure and may in that case deliver a smaller quantity.
3. Delivery by way of the Seller's own means of transport, the place of destination will be regarded as the place of delivery.
4. Delivery will be free on orders over £50.00 ex VAT unless agreed differently with the Seller.
5. The Seller will be liable for any damage incurred until the moment of delivery to the Buyer.
6. Any delivery times quoted may in no event be regarded as being of the essence, unless otherwise expressly agreed.
7. As we usually deliver to the shop before you open, then no signature will be received for delivery. Any discrepancies must be reported immediately.

### FORCE MAJEURE

1. If delivery is delayed by more than two days in the event of postponement, the Buyer may give written notice that it considers the contract of sale to have been rescinded.
2. For the purpose of these General Terms and Conditions, 'force majeure' means any circumstance beyond the Seller's direct control, as a result of which it can no longer reasonably be required to perform the agreement, such as war, war risk, strikes, fire, extreme weather conditions or government measures.

### LIABILITY

1. The liability of the Seller for any loss incurred by the Buyer will not exceed the invoice value of the products delivered to which the claim applies, unless the Buyer proves that the loss was caused by intent or gross negligence on the part of the Seller.
2. Unless otherwise expressly stated, the products delivered are intended exclusively for decorative purposes and are not suitable for internal consumption. The Buyer must pass on this warning to its customers, which indemnifies the Seller against any and all claims from third parties, including end users, in respect of such circumstances.

### APPLICABLE LAW

All agreements to which these General Terms and Conditions apply in full or in part are governed by UK law.

SIGNATURE:

DATE: