

## WHOLESALE TERMS AND CONDITIONS OF SALE

Nov 2009

- 1       **GENERAL**  
These terms and conditions apply in preference to and supersede any terms and conditions referred to, offered or relied on by the Wholesale Customer, whether in negotiation or at any stage in the dealings between SWOP and the Wholesale customer, with reference to the goods to which the contract relates. Without prejudice to the generality of the foregoing, SWOP will not be bound by any standard or printed terms furnished by the Wholesale Customer in any of its documents.
- 2       **DESCRIPTION**  
The description of the goods has been given by way of identification only and the use of such description shall not constitute a sale by description.
- 3       **SAMPLE**  
Notwithstanding that a sample of the goods has been exhibited to and inspected by the Wholesale Customer, it is declared that such sample was exhibited and inspected solely to enable the buyer to judge for himself the quality of the plant specified and not so as to constitute a sale by sample.
- 4       **POTTING**  
Most plants are grown in 2 litre pots and supplied with an indelible printed pot label.
- 5       **AVAILABILITY**  
All plants listed are offered subject to availability on receipt of order.
- 6       **LIABILITY**
  - A)    No liability whatsoever shall be incurred by SWOP in respect of any representation made by SWOP to the Wholesale Customer or his agents before the contract was made, where such 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)    All implied terms, conditions or warranties, statutory, common law or otherwise as to (i) the correspondence of the goods to any description or (ii) the statutory quality of the goods or (iii) the fitness of the goods for any purpose whatsoever (whether made known to SWOP or not), are hereby excluded from the contract.
- 7       **PAYMENT**
  - A)    Payment for goods supplied under the contract is due as cash on delivery/collection or in 30 days after delivery/collection where the Wholesale Customer has signed a credit agreement.
  - B)    If payment of the price or any part of it is not made by the due date, SWOP shall be entitled:
    - (i)     to charge interest on the outstanding amount at the rate of 4% per annum above the Barclays Bank Base Rate accruing daily
    - (ii)    to require payment in advance of delivery of undelivered goods
    - (iii)   to refuse to make delivery of any undelivered goods whether ordered under the contract or not and without incurring any liability whatever to the Wholesale Customer for non-delivery or delay in delivery
    - (iv)    to terminate the contract
- 8       **RISK**  
The risk in the goods will pass to the Wholesale Customer at the time of dispatch from SWOP's premises so that they will be at the Wholesale Customer's risk during transit and thereafter.
- 9       **TIME**  
SWOP undertakes to use its best endeavours to dispatch the goods on the promised delivery date, but does not guarantee to do so. Time of delivery shall not be the essence of the contract.
- 10      **PROPERTY**  
The property in the goods will not pass to the Wholesale Customer until payment of the price has been made in full.
- 11      **DELIVERY**  
Handling and/or delivery charges are not included in the price, and will be charged at cost where applicable.
- 12      **VARIATION**  
These terms and conditions may only be varied with the prior written agreement of SWOP.
- 13      **PRICES**  
Prices are subject to change without prior notice and are subject to VAT at the prevailing rate.