

TERMS AND CONDITIONS OF SALE

1. DEFINITIONS. In these Conditions of Sale

- a) "the Seller" Instaplanta (Yorkshire) Ltd.
- b) "the Customer" means the person, firm or company purchasing the Goods.
- c) "the Goods" means the Order placed by the Customer for the supply of the Goods.

2. GENERAL. Unless otherwise expressly agreed in writing by the Seller these conditions shall apply to all orders received and accepted. If the Customer's order contains printed conditions such conditions bind the Seller only to the extent that they do not conflict with these conditions and have been accepted in writing by the Seller.

In the event that the Customer is not strictly held to these terms the Seller shall be entitled to rely on them later if the Seller so wishes.

3. VARIATION. No alterations or variations of the terms and conditions of any order are binding to the Seller unless agreed by the Seller in writing.

4. PRICES.

- a) Prices given or quoted are exclusive of Value Added Tax or any other revenue charge packing carriage delivery or handling.
- b) If there is any increase in the cost of the Goods the Seller or in the rate of Value Added Tax prior to delivery or collection of the Goods and the price thereof will be adjusted to reflect such increase.

5. CANCELLATION. Cancellation of any Order cannot be made without the Seller's written consent.

6. PAYMENT. Payment shall be made by the Customer no later than the last day of the month following delivery. All cheques postal orders or other forms of payment shall be made payable to Instaplanta (Yorkshire) Ltd. In the case of dispute or legal proceedings the Seller's offices at the address shown on the invoice is to be deemed the place where payment is made. The Seller shall be entitled to charge and the Customer shall pay interest calculated under The Late Payment of Commercial Debts (Interest) Act 1998 on any invoices not paid on time in accordance with this Clause from the date of issue of the relevant invoice or invoices.

If the Customer fails to pay in full for Goods delivered by the date for payment under Clause 6 above the Seller shall be entitled to bring an action for the price notwithstanding that property in the Goods has not passed to the Buyer. We reserve the right to assert any further claims resulting from loss arising from default in any event. The legal and non-legal costs (whether or not legal proceedings are instituted) incurred for enforcing the claim and collecting the debt including the fees of the collecting agencies and solicitors shall be reimbursed to us.

7. TITLE.

- a) Until payment by the Customer of all monies payable by the Customer to the Seller under this or any contract the property in the Goods or any part of them shall not pass to the Customer but shall remain with the Seller.
- b) Until the property has so passed the Customer shall hold the Goods as bailee and will at its own expense keep the Goods safe and insured against customary commercial risks and shall keep them separately stored and readily identifiable state as the Seller's property.
- c) Until the property in the Goods has so passed the Customer shall return the Goods to the Seller on demand and the Seller shall without prejudice to any other rights be entitled to go upon the property of the Customer and repossess and remove the Goods.
- d) The Customer shall be at liberty to sell the Goods in the ordinary course of business. The proceeds of any such sale and the benefit of any contract of sale shall be the property of and held in trust for the Seller absolutely separate from its own monies in a separate bank account.

8. PASSING OF RISK. The Goods shall be at the Customer's risk from the date of delivery.

9. DESPATCH. Time of dispatch shall not be of the essence of the contract. Delivery of the Goods may be wholly or partially suspended (as the case may require) during any delay in the preparation of manufacture of the Goods for whatever reason. The Customer shall not hold the Seller responsible for any direct or indirect loss which may arise if delivery is delayed.

10. DAMAGE OR LOSS IN TRANSIT AND SHORTAGE. Where the Seller has agreed to deliver the Goods no liability is accepted by the Seller for the damage or loss during transit or any shortage unless the Customer notifies the Seller in writing within three days of receipt of the Goods and in any event the Seller's liability shall be limited under Clause 12 hereof. Notification to the Seller must in all cases be given to the address shown on the invoice.

11. GENERAL LIABILITY. The Seller's liability for any loss and or damage whether direct or indirect consequential or howsoever caused shall be limited to replacement at the option of the Seller of the Goods which are notified to the Seller in writing as being defective within three days of the date of delivery provided that the Seller shall be under no liability if the Customer fails to adhere strictly to the terms of payment provided for herein or if the Goods have not been used or retained reasonably or properly.

12. ASSIGNMENT. The contract of which these conditions form part is personal to the Customer who shall not assign the benefit thereof without the Seller's written consent.

13. LEGAL CONSTRUCTION. The contract shall in all respects be construed and operated as an English contract and conformity with English law and subject to the exclusive jurisdiction of the English Courts.