



Growbar®

TERMS OF TRADING & CONDITIONS OF SALES (The Gluttonous Gardener LTD)

1. Definitions

In these Terms and Conditions the following words shall have the following meanings :-

Growbar® is a trading name of the Gluttonous Gardener Limited (The Company)

“The Goods” means the products, which are supplied by The Gluttonous Gardener “The Buyer” means the corporate entity firm or person being the purchaser of the Goods.

2. Making the Contract

2.1 All orders placed by the Buyer for the Goods are subject to these Terms and Conditions.

2.2 These Terms and Conditions exclude any other terms and conditions additional hereto or which the Buyer might seek to impose.

2.3 No variation of these Terms and Conditions is permitted unless expressly accepted by the Company in writing. 2.4 A quotation provided by the Company is open for a period of 30 days only beginning with the date thereof, provided that the Company does not previously withdraw it. Any price list issued by the Company can be withdrawn without prior notice.

2.5 A contract is not made between the Buyer and the Company until the Company accepts an order by giving written notice to the Buyer or the Company attempts delivery of the Goods, whichever is the first to occur.

2.6 There is a minimum order of 30 Growbars (1box) plus delivery.

2.7 VAT will be charged at current rates for all orders to UK customers.

3. Cancellation

3.1 No cancellation of an order by the Buyer is permitted except where expressly agreed by the Company in writing.

3.2 The Buyer will in the event of agreed cancellation by the Buyer indemnify the Company fully against all expenses incurred up to the time of such cancellation together with (by way of liquidated damages) a sum representing the Company's loss of profit.

4. Terms of Payment

4.1 New customers will be required to pay on a pro forma or credit card basis for their orders. On the completion and acceptance of a credit application, subsequent orders will be on a 30-day account basis.

4.2 Unless otherwise agreed in writing and stated on the invoice, all sums become due and payable by the Buyer under these Terms and Conditions no later than 30 days from the date of invoice by the Company. Time for payment shall be of the essence.

4.3 The Company reserves the right to charge interest at 5% above the base rate of Lloyds Bank PLC on all overdue amounts, such interest being deemed to accrue on a day to day basis from the due date for payment.

4.4 If the Buyer fails to fulfill the terms of payment, the Company shall be entitled to demand payment of all

outstanding balances whether due or not and/or

cancel all outstanding orders whether due or not and/or decline to make further deliveries except on receipt of cash or other satisfactory security.

4.5 The Company reserves the right at any time at its discretion to demand security for payment before continuing with or delivering any order.

4.6 The Buyer shall have no right of set off, statutory or otherwise.

5. Delivery

5.1 Delivery is free of charge on all orders of 120+ Growbars (4 boxes) within mainland UK. Delivery charge on orders less than this and to Non-mainland UK orders (Northern Ireland, Scottish Highlands, Offshore Islands (includes Scottish Islands, Isles of Scilly, Channel Islands, Isle of Wight, Isle of Man)) will be charged for. Price will be included on invoice.

5.2 All items due for delivery shall be delivered to the address at which the Buyer's account is registered, unless the Company is otherwise notified in writing.

5.3 Please allow at least 4 weeks from the time of your order for completion of goods. Larger orders may require more time; please contact info@growbar.co.uk for more information about availability.

5.4 The Company shall not be liable for any loss whatsoever or howsoever arising caused by its non-delivery or by the failure to make Goods ready for collection on the due date.

5.5 If the Company is prevented from delivering any Goods at the time provided for delivery by reason of any cause outside the reasonable control of the Company (including but not limited to fire, explosion, delay in supplies, interference by labour strikes or lock outs, or non-availability of transport or materials) then the date or period for delivery shall be extended by the duration of the delaying factors. If the delaying factors shall have operated for 12 weeks or more and shall still be operating, the Buyer may give written notice to the Company to terminate the contract in respect of those Goods which still remain to be delivered under the contract.

5.6 The Company reserves the right to make delivery by installments and to tender a separate invoice in respect of each installment.

5.7 If no date for delivery is stated, deliveries shall be made at a reasonable rate.

5.8 Deviations in the quantity of the Goods delivered representing not more than 10 per cent by value from that stated in the Buyer's order shall not give the Buyer any right to reject the Goods or to claim damages and the Buyer shall accept and pay at the contract rate for the quantity of the Goods delivered.

5.9 If the Buyer shall fail to take delivery of the Goods when delivery is attempted or falls due, the Company shall be considered to have tendered and the Buyer to have refused to accept such delivery.

5.10 The Company shall pay the cost of carriage and packing on all orders for 120+ Growbars (4 boxes) which are to be delivered in the United Kingdom, except where any order or part thereof is dispatched on the specific instructions of the Buyer in a particular manner, in which case the Buyer will pay the costs of carriage and/or packing as the case may be.

5.11 Except as provided in clause 5.9, the prices quoted by the Company do not include any carriage or packing charges and these shall be paid for by the Buyer.

6. Returns

6.1 Please inspect all shipments immediately upon arrival. Please contact the Company within 5 days of receipt of damaged or defective shipments.

6.2 No Goods may be returned or exchanged by the Buyer except with the prior consent, in the case of defective Goods, in writing given by the Company. The signature of a delivery note does not constitute consent.

7. Intellectual Property

7.1 The drawings, designs, copyright and intellectual property in the Goods shall belong to the Company unless expressly agreed in writing to the contrary.

8. Risk and the passing of property

8.1 Title in the Goods shall not pass to the Buyer until payment is made by the Buyer of the price and all other monies due to the Company. At any time prior to such payment being made, the Company or its agents shall have the right to enter upon the premises where the Goods are stored and retake possession of them.

8.2 Risk in the Goods shall pass to the Buyer whenever the first of the following events occurs:

- the Goods are delivered to the Buyer's address or such other address notified by the Buyer in writing; or
- if the Goods are collected, when the Goods are loaded onto transport provided by the Buyer or its agents.

8.3 The Company shall at any time be entitled to appropriate any payment made by the Buyer in respect of Goods in settlement of such invoices or accounts in respect of such Goods as the Company may in its absolute discretion think fit, notwithstanding any purported appropriation to the contrary by the Buyer.

8.4 If the Buyer:

8.4.1 makes default or commits any breach of its obligations to the Company and fails to remedy such default or breach within a reasonable time not exceeding 14 days; or

8.4.2 is involved in any legal proceedings in which its solvency is in question; or

8.4.3 is a company and any meeting is convened or resolution is passed or petition is presented (otherwise than for reconstitution or amalgamation) to wind it up, or a receiver is appointed or is subject to an administration order; or

8.4.4 ceases or threatens to cease to trade - then in any such case the Company shall immediately become entitled (without prejudice to its other claims and rights under any contract) to suspend further performance of any contract for such time not exceeding six months as it shall in its absolute discretion think fit or (whether or not notice of such suspension shall have been given) to treat any contract as wrongfully repudiated by the Buyer and forthwith terminate such contract.

9. Inspection / Shortages, etc.

9.1 The Buyer is under a duty to inspect the Goods on delivery or on collection, as the case may be.

9.2 Claims for non-delivery must be made within 7 days after the delivery due date.

9.3 The Company shall be under no liability for any defect, damage in transit or shortages that would be apparent on careful inspection if a written claim is not delivered to the Company within 2 days of delivery or collection of the Goods, as the case may be, detailing the alleged defect, damage or shortfall.

9.4 In all cases where defects, damages or shortages are complained of the Company shall be under no liability in respect thereof unless an opportunity to inspect the Goods is supplied to the Company.

9.5 Subject to Clause 9.2, Clause 9.3 and Clause 9.4, the Company shall make good any shortage in the Goods and (where appropriate) replace any Goods which are defective or damaged in transit as soon as it is reasonably able to do so, but otherwise shall be under no liability whatsoever arising from such shortage, defect or damage.

10. Warranty

10.1 The Buyer should satisfy itself by inspecting and/or testing samples of the Goods or otherwise to establish that all Goods delivered are of merchantable quality and comply with all relevant legal requirements, and the Buyer will be deemed and conclusively presumed to have done so.

10.2 The Company warrants that on delivery the Goods are of merchantable quality and comply with all relevant legal requirements.

11. Liability

11.1 Introduction

11.1.1. Nothing in Clause 11 shall be deemed to exclude or restrict the Company's liability for death or personal injury resulting from negligence.

11.1.2. Each of the sub-clauses in Clause 11 is to be treated as separate and independent.

11.2 Warranty and Exclusions

11.2.1. The Company agrees that if any Goods are not of merchantable quality or compliant with all relevant legal requirements on delivery, the Company will at its own option replace the Goods at its own expense or refund the purchase price or a fair proportion of it.

11.2.2. Claims in respect of any issues covered by Clause 11.2.1 should be made as soon as such issues are reasonably capable of discovery but in any event within 14 days of delivery or collection of the Goods, as the case may be, failing which no such claims will be considered by the Company.

11.2.3. In consideration for receiving the benefit of Clause 9.5, Clause 10.2 and Clause 11.2.1, the Buyer agrees that no other warranties or indemnities, express or implied, statutory or otherwise, shall form part of any contract or shall be implied into any contract with the Company.

11.3 Exclusion of Consequential Loss

The Company shall not be liable for any consequential or indirect loss suffered by the Buyer whether this loss arises from breach of duty in contract or tort or in any other way (including loss arising from the Company's negligence).

11.4 Limitation

The Company's total liability for any one claim or for the total of all claims arising from any one act of default of the Company (whether arising from the Company's negligence

or otherwise) shall not exceed the contract price.

12. Assignment

The Buyer shall not assign or transfer or purport to assign or transfer the contract or the benefits thereof to any other person without the prior written consent of the Company.

13. Proper Law and Jurisdiction

The contract shall be governed by and construed in accordance with the laws of England.

14. Waiver

The rights and remedies of the Company under the contract shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time by the Company, nor by any failure of or delay by the Company in asserting or exercising any such rights or remedies.

15. Headings

The headings of these Terms and Conditions are for convenience only and shall have no effect on the interpretation thereof.