

# Terms and Conditions

## Vitavia Garden Products Limited

Registered in England and Wales No. 05781213

### (1) Conditions

1.1. An order for goods placed by you ("the Buyer") shall be subject to the following terms and conditions of Vitavia Garden Products Limited ("Vitavia")

1.2. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

1.3. Nothing in these terms and conditions shall affect the Buyer's statutory rights

### (2) Orders

2.1. All orders for Vitavia Products ("the Products") shall be deemed to be an offer by the Buyer to purchase the Products pursuant to these terms and conditions

2.2. The Buyer shall be responsible for ensuring the accuracy of the details provided on the order form

2.3. No order submitted by the Buyer shall be deemed to be accepted by Vitavia unless and until Vitavia confirm acceptance of the order in writing at which point Vitavia will confirm the ruling prices and terms of settlement.

2.4. No variation on the contents of the acknowledgement will be accepted after delivery.

2.5. Vitavia are entitled to refuse any order placed by the Buyer and will not be required to provide an explanation

2.6. Vitavia reserve the right to cancel any order for whatever cause, such cancellation being effective by notifying the Buyer and returning in full any money paid to Vitavia by the Buyer.

### (3) Products

3.1. The Products may differ slightly from the images shown

3.2. Vitavia reserve the right to substitute Products of a similar description and standard if the requested Products are not available, but will use reasonable endeavours to match the Buyer's order exactly.

### (4) Price and Payment

4.1. The price of the Products will be the price quoted and will exclude VAT. Unless otherwise stated the price quoted includes carriage on all orders exceeding £500 in value for delivery to the mainland of England, Wales and Southern Scotland, providing Products are delivered by Vitavia's normal methods of distribution. Prices to Northern Ireland, the highlands of Scotland and offshore islands may be subject to additional surcharges. Prices on application.

4.2. Vitavia reserve the right, by giving notice to the Buyer at any time before delivery to increase the price of the Products to reflect any increase in the cost to Vitavia, which is due to any factor beyond Vitavia's control (such as without limitation, any foreign exchange fluctuation, significant increase in the costs of labour, materials or other costs of manufacture)

4.3. In the unlikely event of there being such an increase in the price of the Products the Buyer shall be entitled to cancel the order at any time before delivery

### (5) Credit and Payment

5.1. Orders are accepted subject to the Buyer's credit being approved by Vitavia. Payment must accompany any order where credit has not been approved.

5.2. Terms of payment are strictly net cash against invoice for settlement within 30 days of the invoice date unless otherwise stated on the order acknowledgement

5.3. Title to the Products will pass to the Buyer on payment in full of the price of the Products. Until such payment, the Buyer holds the Products as bailee for Vitavia and shall store the Products separately from other goods and clearly identify the Products as being the property of Vitavia.

### (6) Delivery

6.1. The risk in the Products shall pass to the Buyer upon delivery

6.2. When Products are ordered for delivery in instalments, each instalment shall be considered as a separate contract.

6.3. Vitavia reserve the right not to fulfil an order where settlement of a previous account remains unpaid.

6.4. Any dates quoted for delivery of the Products are approximate only and Vitavia shall not be liable for any delay in delivery of the Products however caused.

6.5. Claims for non-delivery must be notified to Vitavia in writing within ten days of date of invoice.

### (7) Return of Products

7.1. The Buyer will inspect the Products as soon after delivery as is reasonably practicable and will notify Vitavia of any shortages, defects in the Products or any other complaint in respect of them within 3 working days from the date the Products were delivered.

7.2. No Products shall be accepted for return without prior written approval of an authorised employee of Vitavia.

7.3. The Buyer is responsible for checking order acknowledgements and failure to give 3 days notice in writing of cancellations will render the Buyer liable to charges for abortive costs.

7.4. If the Buyer commits any act of bankruptcy or if a petition is presented or resolution passed to wind up the Buyer or if a receiver is appointed over the whole or any material part of the assets or undertaking of the Buyer or if the Buyer fails to make payment for the Products in accordance with the terms and conditions of trading, Vitavia shall be entitled forthwith to recover and resell any or all of such Products and to enter upon the premises of the Buyer with such persons and transport as may be necessary for that purpose.

### (8) Limitation Of Liability

8.1. Vitavia will use all reasonable endeavours to carry out its obligations within a reasonable period of time but will not be liable to the Buyer, for any loss, costs or expenses arising directly or indirectly from any delays in doing so and Vitavia will not be deemed to be in breach of its agreement with the Buyer by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the agreement, if the delay or failure was due to any cause beyond Vitavia's reasonable control.

8.2. Except in respect of death or personal injury caused by Vitavia's negligence, Vitavia will not be liable to the Buyer for any loss of profit or any indirect special or consequential loss, damage, costs, expenses or other claims, which arise out of or in connection with the supply of the Products other than as a result of a breach of an obligation arising under the Sale of Goods Act 1979 (as amended) and the Supply of Goods and Services Act 1973.

### (9) General

9.1. If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other terms and conditions and the remainder of the provision in question will not be affected

9.2. English law will apply to the agreement between Vitavia and the Buyer, and the parties agree to submit to the non-exclusive jurisdiction of the English courts

9.3. The headings in these terms and conditions are for convenience only and will not affect their interpretation