

Greengrocer (UK) Limited
Standard Trading Terms & Conditions
for Sale & Supply of Goods



Generally

(A) These Standard Trading Terms & Conditions apply equally to B2B wholesale sales contracts and retail purchases but should be considered as being separate to provisions contained within the UK Consumer Protection (Distance Selling) Regulations 2000, where those provisions would apply;

(B) Within these Standard Trading Terms & Conditions the following provisions (together with any written and previously agreed variations to the foregoing) constitute the entire agreement between You and Us.

1 Definitions & Interpretation

Within these Standard Trading Terms & Conditions; hereafter referred to as the 'Standard Trading Terms', the following words shall have the following meanings and effect:

"Buyer" means the person(s), firm, company or organisation who purchases the Goods from the Seller,

"Seller" and **"We"** means Greengrocer (UK) Limited having its registered office at 16 West Barnes Lane, London, UK SW20 0BU;

"Contract" means the contract between the Seller and the Buyer for the sale and purchase of the Goods, incorporating these Conditions;

"Goods" means any goods and or services agreed in the Contract to be supplied to the Buyer by the Seller (including any part or parts of them);

"Proforma Invoice" and **'Proposal'** means the Seller's standard Production Deposit Invoice or other proposal, offer or tender which sets out the design, quantity and price of goods offered.

1.2 Herein, references to the masculine include the feminine and the neuter and the singular includes the plural and vice versa as the context admits or requires.

1.3 Herewith, headings will not affect the construction of these Conditions.

2. Application Of Terms

2.1 The Contract will be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or otherwise).

2.2 Each order for Goods by the Buyer from the Seller shall be deemed to be initiated by payment of a deposit as

stated on a Proforma Invoice subject to these Conditions.

2.3 No order placed by the Buyer shall be deemed to be accepted and confirmed by the Seller until either (a) written confirmation is received by the Buyer from the Seller or (b) payment on Proforma Invoice has been received by the Buyer and cleared.

2.4 Any quotation is given by the Seller on the basis that no Contract shall come into existence until a written acknowledgement of an order is issued by the Seller or (if earlier) the Seller delivers the Goods to the Buyer. Any quotation is valid for a period of 30 days from its date, provided that the Seller has not previously withdrawn it. Following expiry of that (30 day) period, the quotation or offer shall expire.

3. Price & Payment

3.1 The price for the Goods shall be the price set out in the Seller's offer, specifically the Proforma Invoice.

3.2 Payment of the price for the Goods is due within 14 days of the date of delivery if priced in GBP subject to provision of a proper VAT invoice where required.

3.3 Payment of the price for the Goods is due within 7 days of the date of FOB delivery if priced in USD or EURO subject to provision of a proper sales invoice or bill of lading where required.

3.4 If payment of the price or any part thereof is not made by the due date, the Seller shall be entitled to charge the Buyer interest on any amount overdue at the rate of 3% over the HSBC Business base rate from the date the payment was due until the actual payment; both before and after any judgment; and shall be entitled to recover from the Buyer all reasonable costs and expenses incurred in attempting to obtain such payment. If the Late Payment of Commercial Debts (Interest) Act 1998 applies, We will be entitled to charge You interest at the rate applicable from time to time under that Act.

4. Description

4.1 Exclusively, the Illustration, Design and Specification details contained within the Proforma Invoice sets out the visual appearance of the offered product and shall form a part of the Contract.

4.2 We undertake to effect reasonable design alteration, error or omission to the Goods notified by the Buyer to the Seller in writing during the production period however if such alteration affects a critical path or results in abortive production, we reserve the right to refuse amendments.

4.3 Although care is taken in the preparation of all drawings, designs, descriptive matter, specifications and advertising issued by the Seller and any descriptions or illustrations contained in the Seller's catalogues, brochures and websites they are published for the sole purpose of giving an approximate idea of the Goods described in them and are subject to change without prior notice.

5. Delivery

5.1 The Seller or his authorised agent, will deliver the Goods ordered by the Buyer to the FOB Port or UK

mainland address for delivery specified in the Proforma Invoice, or as advised in writing by the Buyer and agreed by the Seller.

5.2 For UK delivery, the term 'Included Delivery' cited in the Proforma Invoice means a single delivery to the address shown on the Proforma Invoice or other nominated address within mainland UK advised by You prior to dispatch;

5.3 Where storage and/or multiple deliveries of the above order are required, additional charges may be payable. Those charges will be calculated on a Cost Plus 10% basis and shall be quoted by us in advance.

5.2 Delivery will be made as soon as possible after the Buyer's order is accepted and produced and in any event within 30 days of customs clearance where applicable.

5.3 Dates specified by the Seller for delivery of the Goods are intended to be an estimate and may be affected by customs clearance or other factors over which we may have no control. The time of delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.

6. Risk/Title

6.1 The Goods are at the risk of the Buyer from the time of UK mainland delivery or FOB Port delivery as applicable.

6.2 Ownership of the Goods shall not pass to the Buyer until the Seller has received in full (in cash or cleared funds) all sums due to it in respect of the Goods.

7. Liability

7.1 We apply stringent quality controls during production, handling and delivery of our Goods however, if the Goods delivered are damaged or defective or the delivery is of an incorrect quantity, the Seller shall have no liability whatsoever to the Buyer unless the Buyer notifies the Seller in writing of the problem within 60 days of the delivery of the Goods.

7.2 If the Buyer notifies a problem to the Seller under either Condition 7.1 the Seller's sole and exclusive obligation will be, at the Buyer's option, to as soon as practicable and reasonable:

- (a) to make good any shortage or non-delivery; or
- (b) to replace or repair any Goods that are damaged or defective; or
- (c) to refund to the Buyer the amount paid by the Buyer for the Goods.

7.3 Save as precluded by law or statute, the Seller will not be liable to the Buyer for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising under or in connection with the Contract and the Seller shall have no liability to pay any money to the Buyer by way of compensation other than to refund to the Buyer the amount paid by the Buyer for the Goods under Condition 7.3 (c) above.

7.4 The Seller undertakes to observe and comply with all applicable regulations and legislation, including

obtaining all necessary customs, import or other permits required to supply the goods to the UK.

7.5 The Buyer, where applicable, must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase the Goods from the Seller. The Seller makes no representation and accepts no liability in respect of the export or import of the Goods to another country or territory outside the UK.

7.6 Notwithstanding the foregoing, nothing in these Conditions is intended to limit any rights the Buyer might have as a consumer under applicable local law or other statutory rights that may not be excluded, nor in any way to exclude or limit the Seller's liability to the Buyer for any death or personal injury resulting from the Seller's negligence.

8. Notices

8.1 Unless otherwise expressly stated in these Conditions, all notices from the Buyer to the Seller must be in writing and sent to the Seller at 16 West Barnes Lane, London, UK SW20 0BU and all notices from the Seller to the Buyer will be sent to the Buyer's address shown in the Proforma Invoice.

9. Events Beyond the Seller's Control

9.1 The Seller shall have no liability to the Buyer for any failure to deliver the Goods or any delay in doing so or for any damage or defect to the Goods delivered that is caused by an event or circumstance beyond the Seller's reasonable control including, without limitation, force majeure, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion, accident and acts of terrorism and sabotage.

10. Validity

10.1 If any of these Conditions (or part of any of these Conditions) is unenforceable or cannot be read down (including any provision in which the Seller excludes its liability to the Buyer) the enforceability of the remaining Conditions (or remaining part of any Condition) will continue in full effect.

11. Third Party Rights

11.1 Notwithstanding any other Contract provision, nothing in the Contract confers or purports to confer any right to enforce any of its terms on any person who is not a party to it.

12. Jurisdiction & Governing Law

12.1 The Contract shall be governed by and interpreted in accordance with English Law and the courts of England shall have sole jurisdiction to resolve any disputes between the Seller and the Buyer.

13. Entire Agreement

13.1 The Written Contract sets out the entire agreement between the Seller and the Buyer. Nothing said by any person or representative of the Seller should be regarded as a variation of the Contract or as an authorised representation about the nature or quality of the Goods. Save for fraud or fraudulent misrepresentation, the Seller shall have no liability for any such representation being untrue or misleading. No variation of or amendment to the Contract shall bind either party unless made in writing and signed by an authorised representative of both parties.

14. Intellectual Property

14.1 Other product and company name, mark and logo mentioned or displayed in our product, website and publications may be the trade marks, service marks or trading names of third parties. Where we, with your direction, print or otherwise reproduce on our product your mark, logo, slogan or other intellectual property owned or licensed by You, We are deemed to be doing so under licence from You.

14.2 We own the copyright, design registration and all other intellectual property rights associated with our product, save where otherwise stated or expressly and separately formally licensed. We retain ownership of all samples and illustrative material we produce. You acknowledge that we own the Trade Marks and other intellectual property associated with our product and that you may not use any of them without our prior written permission.

14.3 You agree not do any of the following without prior written permission from Us: reproduce the visual appearance, form or function, modify or in any way commercially exploit any of our product either here or in any other country. You agree not to remove or modify the copyright or trade mark notice from any product made or supplied by us.

14.4 These Terms do not override provisions contained within our Standard Confidentiality and Non Disclosure Agreement where such a signed agreement exists.

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The Managing Director, Greengrocer (UK) Limited.

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Greengrocer (UK) Limited

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