



Terms and Conditions for Sale of Goods

1. Definitions

In these Conditions, unless the context requires otherwise:

- 1.1. 'Buyer' means the person who buys or agrees to buy the Goods from the Seller;
- 1.2. 'Conditions' means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller;
- 1.3. "Current stock" means Goods already on hand at the Seller's premises at the time of order or purchase at the Seller's Cash & Carry facility;
- 1.4. "Forward orders" mean orders for Goods to be delivered on a date specified by the Seller generally within seven days from the date of the order;
- 1.5. 'Goods' means the articles which the Buyer agrees to buy from the Seller;
- 1.6. 'Price' means the price for the Goods excluding carriage, packing, insurance and VAT;
- 1.7. 'Seller' means Peter H Smith, Chain Caul Way Ashton-on-Ribble, Preston PR2 2YL.

2. Conditions applicable

- 2.1. These Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions, including any terms or conditions which the Buyer may purport to apply under any purchase order, confirmation of order or similar document.
- 2.2. All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions and subject to the availability of the Goods at the time of the order.
- 2.3. The purchase of any Goods from Peter H Smith or the placing of any order for Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.4. Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

3. Price and payment

- 3.1. Current stock. The Price shall be the Seller's price at the time that the Buyer's order is accepted.
- 3.2. Forward orders. Goods ordered as forward orders on Day 1 are fulfilled by the purchase of the Goods in question at auction on Day 2. The Goods are delivered to the Seller late on Day 2 and dispatched in the early hours of Day 3 to enable delivery by 9 among Day 3. As the Price is dependent on what the Seller has to pay the Sellers' suppliers and this cannot be known when the order is placed the prices quoted in the Seller's online catalogue and price list must be treated, as guide prices only.
- 3.3. The Price is exclusive of VAT which shall be due at the rate ruling on the date of the Seller's invoice.
- 3.4. Methods of payment: The Seller accepts payment in cash, by credit or debit card or by bank transfer. The Seller does not accept payment by cheque.
- 3.5. Cash & Carry customers. Payment must be made in full when the Buyer collects the goods.
- 3.6. Credit account customers. Payment of the Price and VAT shall be due by Friday of the week following the week of purchase. (Goods ordered from Monday to Saturday of Week 1 must be paid for by Friday of Week 2).



- 3.7. Time for payment shall be of the essence.
- 3.8. Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment, at a rate of 8% above National Westminster Bank's base rate from time to time in force, and shall accrue at such a rate after as well as before any judgement.

4. The Goods

- 4.1. The quantity and description of the Goods shall be as set out in the Seller's online catalogue and pricelist but subject to Clause 5 below.

5. Warranties and liability

- 5.1. The Seller warrants subject to 5.2 and 5.3 that the Goods supplied will at the time of delivery correspond as far as possible to the description given by the Seller. All other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods, whether express or implied by statute or common law or otherwise, are excluded to the fullest extent permitted by law.
- 5.2. In particular and without limiting the scope of 5.1 the Buyer acknowledges that both the dimensions and the colours of products appearing in the Seller's online catalogue and price list are approximate and should be taken as a guide only.
- 5.3. Orders are accepted subject to the availability of the Goods at the time of the order. The Seller does not guarantee the availability of specific varieties and will substitute as appropriate if a specific variety is not available and an appropriate substitute is available. If neither the specific variety ordered nor an appropriate substitute are available the Seller shall inform the Buyer and the order shall be deemed cancelled.

6. Delivery of the Goods

- 6.1. Delivery of the Goods shall be made to the Buyer's address
- 6.2. The Seller will endeavor to deliver orders by 9am each morning but the Seller does not guarantee the time of delivery.
- 6.3. The Buyer shall make arrangements to take delivery of the Goods whenever they are tendered for delivery.
- 6.4. Except by prior arrangement sundries and plant orders will not be delivered unless accompanied by a cut flower order.

7. Acceptance of the Goods

- 7.1. The Buyer shall be deemed to have accepted the Goods 24 hours after delivery to the Buyer.
- 7.2. After acceptance the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

8. Cancellation and amendment of orders

- 8.1. Forward orders made online can be amended or cancelled at any time down to 10pm on the day the order is placed
- 8.2. Forward orders made by telephone or email can be amended or cancelled at the sole discretion of the Seller.

- 8.3. Once Goods are in transit the order in respect of them cannot be cancelled or amended.
- 8.4. If the Buyer rejects Goods on arrival the Buyer will be responsible to the Seller for the cost of carriage to the Buyer and any loss on resale as well as being responsible for his (the Buyer's) on cost of carriage to the Seller.

9. Returns

- 9.1. Goods cannot be returned for credit or exchange without the prior agreement of the Seller who may accept or reject a request for such a return at their discretion.
- 9.2. If the Seller agrees to accept a return of Goods ordered in error the Buyer shall be responsible for returning the Goods to the Seller unused, in the original packaging and in good order.
- 9.3. If the Buyer seeks to return for credit or exchange damaged Goods or Goods of inadequate quality ("defective Goods") the Buyer must within 24 hours of delivery return the defective Goods to the Seller or, if this is not practicable, send to the Seller by email or Whatsapp showing the extent of the alleged defect(s).

10. Title and risk

- 10.1. Title shall not pass on delivery of the Goods but on payment in full only.
- 10.2. Risk shall pass on delivery of the Goods.

11. Remedies of Buyer

- 11.1. If the Buyer rejects any Goods, the Buyer shall have no further rights whatever against the Seller in relation to them.
- 11.2. If the Buyer accepts or has been deemed to have accepted any Goods, then the Seller shall have no liability whatever to the Buyer in respect of those Goods.
- 11.3. In the event of delivery of damaged Goods or incomplete quantities of Goods, Peter H Smith cannot accept claims unless notified of them within 24 hours of delivery.
- 11.4. The Seller is not responsible for any loss of profit, consequential loss or other expenses arising from non-delivery, late delivery or short delivery of Goods howsoever caused.