

Terms and conditions of Sale

1. Definitions

- 1.1 The "Buyer" means the person who buys or agrees to buy Goods from the Seller.
- 1.2 The "Seller" means Deepdale Trees Limited.
- 1.3 "Conditions" means the Conditions of Sale set out in this document and any special conditions agreed in writing by the Seller.

2. Conditions

- 2.1 These "Terms and Conditions" do not affect your statutory rights as a consumer.
- 2.2 All contracts of sale made by the Seller shall be deemed to incorporate these terms and conditions which shall prevail over any other document or communication from the Buyer.
- 2.3 If any amendments to these terms and conditions are required it is preferable that they be confirmed in writing.
- 2.4 Acceptance of delivery of Goods shall be deemed conclusive evidence of the Buyers acceptance of these Conditions.

3. Prices

- 3.1 All Prices are exclusive of VAT and Transport Costs (plus VAT) which shall be paid in addition.
- 3.2 In the case of consumer sales, payment must be made in full before dispatch of any Goods.
- 3.3 In the case of other sales, payment is due in full on the terms of credit agreed which shall not be more than 30 days from the date of invoice.

4. Interest on Overdue Invoices

- 4.1 The seller reserves the right to charge interest on overdue invoices. The Interest (where charged) shall accrue from the date that payment becomes due from day to day until the date of payment.
- 4.2 Any interest charged will be at 2% above National Westminster Bank PLC base lending rate for the time being in force per calendar month.
- 4.3 If the Buyer fails to pay within the agreed terms the seller reserves the right to withdraw the services and place the buyers account on hold.

5. Delivery

- 5.1 Transport costs will be borne by the buyer.
- 5.2 Whilst every reasonable effort shall be made to keep any delivery date, time of delivery shall not be of the essence and the Seller shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any other person or Company arising directly or indirectly out of any failure to meet any estimated delivery date.
- 5.3 Delivery of the Goods shall be made to the Buyer's address or as otherwise requested and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

6. Ownership and Risk

- 6.1 Risk in the Goods shall pass to the Buyer upon delivery of the Goods or upon the Goods being appropriated to the Buyer but kept at the Seller's premises at the Buyer's request.
- 6.2 Ownership of the Goods shall not pass to the Buyer until the Seller has been paid in full for the Goods.
- 6.3 The Buyer shall inspect the Goods immediately upon receipt and shall notify the Seller within 48 hours if the Goods are damaged or do not match their description. If the Buyer fails to notify the Seller that the Goods are defective within 48 hours of delivery, the Buyer is deemed to have accepted the Goods.
- 6.4 The Seller shall not accept any liability for damage or defects to the Goods once they have been planted by the Buyer.
- 6.5 The Seller may inspect the Goods, either by asking the Buyer to return the Goods, or by sending a nominated person to inspect the Goods to assess whether they are faulty.
- 6.6 If the Seller agrees that the Goods are faulty, and that the fault was not caused by the Buyer's neglect, misuse or weather damage, it will, at the Buyer's election replace, refund or repair (if possible) the faulty Goods at no additional cost to the Buyer.
- 6.7 Any Goods in respect of which any claim of defect or damage is made shall be preserved by the Buyer intact together with the original packing at the Buyer's risk and retained by the Buyer for a reasonable period to enable the Seller or its agent to inspect or Collect the Goods.

January 16th, 2017



7. Cancellation and Returns

7.1 If it is agreed that the goods are to be returned :-

a) the Buyer will be liable for the cost of remedying any damage to the Goods returned where such damage has, in the opinion of the Seller, been caused by the Goods being inadequately packaged by the Buyer or through the Buyer's fault.

c) the Seller reserves the right to make a handling and restocking charge of 25% on Goods which are returned if they were ordered in error or are no longer required.

7.2 the Seller reserves the right to make a handling, maintenance and administration charge of 25% on confirmed orders that are cancelled prior to delivery of goods.

7.3 If items either cancelled or returned have been specially purchased e.g. not normally stocked, the seller reserves the right to make a handling, maintenance and administration charge of 75% of the sales price of the item(s) ordered or render a charge equal to the cost of the item(s) whichever the greater.

8. Force Majeure

In the event that the Seller is prevented from carrying out its obligations under a contract for sale as a result of any cause beyond its control such as but not limited to Acts of God, War, Strikes, Lock-outs, Flood and Failure of third parties to deliver goods, the Seller shall be relieved of its obligations and liabilities under such contract for sale for as long as such fulfilment is prevented.

9. No Waiver

9.1 The Seller's failure to insist upon strict performance of any provision of these Conditions shall not be deemed to be a waiver of its rights or remedies in respect of any present or future default of the Buyer in performance or compliance with any of these conditions.

10. Liability

10.1 Except as may be implied by law where the Buyer is dealing as a consumer, in the event of any breach of these Conditions by the Seller the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the price of the Goods and the Seller shall under no circumstances be liable for any indirect, incidental or consequential damage.

11. Complaints

11.1 If you have a complaint about our service or any goods or services then please contact us immediately.

12. Misc

12.1 Any contracts shall in all respects be construed and operate as an English contract and in conformity with English law.

12.2 If any part of these terms and conditions that is not fundamental is found to be illegal or unenforceable, such finding will not affect the validity or enforceability of the remainder of these terms and conditions.