

TERMS & CONDITIONS

1 DEFINITIONS

1.1 In these conditions the following words will have the following meanings:

Buyer – the person, firm, or company who purchases the goods from the seller.

Seller – Trading Spaces Ltd, registered address: Godbolts Nursery, Coggeshall Road, Marks Tey, Colchester, Essex CO6 1HS.

Conditions – the standard terms and conditions of sale set out in this document and any special terms and conditions agreed in writing between buyer and seller.

Contract – the contract between the Seller and the Buyer for the sale and purchase of the Goods, inclusive of these Conditions.

Goods – any goods agreed in the contract to be supplied to the Buyer by the Seller and any part thereof.

Trademark – any trademarks, names, logos or other identification marks used by the Seller upon or in relation to the goods or supply thereof.

Intellectual Property Rights – copyright, trademarks, expertise, design rights, patent rights, drawings, and service marks (in all cases registered or not) and all other intellectual property rights and rights to the protection of same present and future.

1.2 “In Writing” shall apply to email and fax for the purpose of purchase orders and confirmation thereof.

1.3 Words in the singular include the plural and vice versa.

1.4 Headings in these Conditions are for the sake of convenience only and shall have no effect on the interpretation thereof.

2 APPLICATION OF CONDITIONS

2.1 All quotations of Seller are subject to these conditions. These conditions govern the Contract and may not be superseded or amended by any terms or conditions the Buyer purports to apply through purchase order, specification, or other document and the Buyer waives any right to rely on such added terms or conditions.

2.2 No variation to these Conditions or any representation of the Goods will have effect without express written agreement between Buyer and Seller and signed by Seller’s authorized agent

2.3 Each order for Goods from the Buyer shall be deemed as an offer to purchase said Goods subject to these Conditions

2.4 The Buyer shall ensure that the terms of the order are accurate and complete. Any variations to the order must be confirmed in writing and are subject to quote for additional charges and approval by Seller.

2.5 Quotations provided by Seller are for informational purposes and are given as an invitation to treat and not as an offer. No contract will be created until Buyer provides a written purchase order and Seller accepts order by written confirmation.

2.6 All assurances given or terms discussed, whether verbal, written, or by email, fax, or any other form of communication shall not take effect as part of the contract or bind Seller in anyway unless they are clearly set out in the Buyer’s order and accepted by Seller.

2.7 Seller’s employees are not authorised to make any representations regarding the Goods. Buyer acknowledges that it does not rely on any such representations and waives any claim for breach of such representations not so confirmed in writing.

3 DESCRIPTIONS

3.1 The description of the goods shall be as set forth in Buyer’s written order subject to acceptance by Seller in accordance with section 2.5 above.

3.2 Any description, illustration, drawing, webpage, or any other advertising or marketing material and any verbal statements made by employees of the Seller shall not be construed to override any of these conditions and shall not form part of the contract. Such information given is for the purpose of providing an approximate description of the goods.

4 QUOTATIONS

4.1 Quotations are valid for 30 days from date issued and are subject to ready availability of goods. Goods are subject to prior sale. Quotation applies to specific Goods and Seller shall not be obligated to provide similar Goods in the event of sale to others during the 30 day quotation period or thereafter.

4.2 Alterations and/or changes to Buyer's requirements shall incur additional charges as required by Seller. Alterations and/or changes are subject to approval by Seller. Seller reserves right to withdraw quotation.

4.3 All prices quoted, including transportation costs, are exclusive of Value Added Tax, which shall be paid by Buyer.

4.4 Price paid shall be that stated in the Seller's acceptance of Buyer's order plus VAT.

5 COST ADJUSTMENTS

5.1 Quoted prices are subject to increase prior to or after acceptance by Buyer to reflect rise in cost of materials or components specified by Buyer.

5.2 When Buyer requests delivery earlier than the time originally accepted by Seller, Seller reserves to right to charge for overtime and any other additional costs incurred.

6 PAYMENT

6.1 Payment is to be made in full and received by the Seller in cleared funds within 10 working days of accepted order and prior to delivery. If payment is not received during this period, Seller reserves to right to cancel the contract and sell the Goods to others or to retain Goods at its discretion.

6.2 If Goods are delivered in multiple instalments, each instalment is to be paid for in accordance with condition 6.1 above.

6.3 Buyer shall make all payments due under the contract in full without any deductions for any reason.

7 DELIVERY

7.1 Any date quoted for delivery of Goods is an estimate only and Seller shall not be liable for any delay in the delivery of Goods for any cause. Time of delivery shall not be of the essence of the agreement.

7.2 Seller shall not be liable for any loss, costs, damages, charges or expenses caused either directly or indirectly by delay in the delivery of Goods, including, but not limited to, lost profit and consequential loss.

7.3 Delay of delivery will not entitle the buyer to terminate or rescind the agreed purchase unless the delay exceeds 30 days beyond the estimated delivery date.

7.4 Unless otherwise set forth in the accepted order, delivery shall be ex works the Seller's premises. Loading, carriage, transport, unloading of Goods, craneage, insurance, and any related operations will be the responsibility of Buyer and at Buyer's cost.

7.5 If delivery is to be made by and independent carrier, delivery to the carrier by Seller shall be delivery to the Buyer.

7.6 The description of any consignment of Goods as recorded by the Seller upon dispatch from Seller shall be conclusive evidence of delivery to buyer unless Buyer can produce conclusive evidence to prove otherwise.

7.7 Any liability of the Seller for non-delivery of the Goods shall be limited to delivery of the Goods within a reasonable amount of time or issuance of a credit for payment received at Seller's discretion.

7.8 Any partial delivery of Goods shall be accepted as partial performance of the order. Any liability of Seller for a shortfall in delivery of Goods shall be limited to completion of delivery within a reasonable amount of time or by partial credit towards payment made for the cost of the undelivered Goods only, at Seller's discretion. Any failure by the Seller to deliver part of the

Goods shall not entitle the Buyer to repudiate, rescind, or terminate the order as a whole.

7.9 If Buyer fails to accept delivery of Goods for any reason or Seller is unable to deliver goods because Buyer has not provided appropriate instructions and directions for delivery, or if delivery site is inaccessible by delivery vehicle, or site is not properly prepared or in any way obstructed, Seller is entitled to store Goods until delivery is made. Buyer is responsible for storage costs and the cost of the aborted delivery attempt in addition to the original delivery charges.

8 RISK AND PROPERTY

8.1 Risk of damage to or loss of Goods shall pass to the Buyer at the point of delivery.

8.2 Notwithstanding delivery and passage of risk in goods, the property rights to the goods shall not pass to the Buyer until payment for the Goods and any other monies due the Seller are received by Seller in cleared funds.

8.3 The Seller may maintain an action against the Buyer for payment of the agreed price notwithstanding that the title in the Goods has not passed from Seller to Buyer.

9 WARRANTIES

9.1 Goods are sold as seen and no warranty is given, either express or implied.

9.2 Buyer may inspect Goods at Seller's premises prior to order or up to ten working days after order is placed and accepted by Seller.

9.3 If Buyer waives right to inspect Goods prior to purchase, Buyer agrees to accept Goods as delivered, whether at Seller's premises or elsewhere, including delivery to carrier as in condition 7.5 above.

9.4 It is Buyer's responsibility to determine whether Goods are suitable for intended use before the time of order and Seller will not be liable for any losses regarding suitability for intended use nor will any such discrepancy be cause for refund or return of Goods or termination of contract.

10 LIMITATION OF LIABILITY

10.1 The following provisions set out the entire liability of Seller, (including any liability for acts or omissions of its employees, agents and subcontractors) to Buyer in respect of any:

10.1.1 breach of these Conditions;

10.1.2 use made or resale by Buyer of any of the Goods

10.1.3 representation, statement, tortious act or omission, including negligence, arising under or in connection with the Contract.

10.2 Subject as expressly provided in these Conditions, all warranties, conditions, and other terms implied by statute or common law are excluded to the fullest extent permitted by law.

10.3 Nothing in these Conditions excludes or limits the liability of Seller for any matter which would be illegal for Seller to exclude or attempt to exclude liability

10.4 Subject to Conditions 10.2 and 10.3:

10.4.1 Seller shall not be liable to Buyer for economic loss, loss of profit, goodwill, business opportunity, downtime or any type of indirect or consequential loss, damage, costs, expenses, or other claims arising out of or in connection with the Contract.

10.4.2 Seller's total liability in contract, tort (including negligence and breach of statutory duty), misrepresentation, restitution, or otherwise arising in connection with the performance or contemplated performance of the Contract shall be limited to the price of the Goods which are subject of the claim.

11 SAMPLES AND DESCRIPTIONS

11.1 All samples, drawings, photos, and descriptions issued by Seller in advertising, on its website, email, printed material, or quotes are issued or published for the sole purpose of giving an approximate idea of the goods therein described. Such representations shall not form part of the agreement to purchase and sale shall not be a sale by sample.

12 EVENTS BEYOND CONTROL OF SELLER

12.1 Seller shall not be liable to Buyer or deemed to be in breach of contract by reason of delay in performing or failure to perform any of Seller's obligations in relation to the Goods or delivery thereof, if the delay or failure is beyond Seller's reasonable control. Without limiting the forgoing, the following shall be regarded as beyond Seller's reasonable control: acts of God, fire, explosion, failure of public services, epidemic, shortage of materials, failure of suppliers to supply materials, failure of subcontractors, defective materials, strike, lock-out or other industrial action, restraints or delays affecting carriers, weather-related delays, road closure or restrictions due to accident, works, or any other cause, civil unrest, riot, act of terrorism, war, or governmental or police action.

13 INTELLECTUAL PROPERTY

13.1 Buyer shall have no rights in respect of the Trade Marks or other intellectual property rights of Seller and Buyer hereby acknowledges that it shall not acquire any rights in respect thereof and that all such rights and goodwill are and shall remain vested in Seller.

13.2 Buyer shall not use Seller's name, logo, Trade Marks, photos, images, drawings or any intellectual property without express written permission of Seller.

14 ASSIGNMENT

14.1 Seller shall be entitled to assign preparation and delivery of Goods to any person or company it deems fit.

15 GENERAL

15.1 Nothing in these conditions confers on any third party any benefit or right to enforce any of these conditions.

16 NOTICES

16.1 Any notices required or permitted to be given by either party under these conditions must be given in writing addressed to the other party's registered office or principal place of business or other address relevant at the time (such as site address).

17 LAW

17.1 These Terms and Conditions and all aspects of sale and delivery of Goods shall be governed by English law and the parties submit to the jurisdiction of English courts.