



Earthwork's Florists

Designer Flowers for All Occasions ...

Terms & Conditions

THESE CONDITIONS SHALL APPLY TO ALL QUOTATIONS AND TO ANY CONTRACT BETWEEN US FOR THE SUPPLY OF ITEMS DETAILED IN ANY ORDER PLACED BY YOU THE PURCHASER.

ANY ORDER PLACED BY YOU AFTER RECEIPT OF THIS DOCUMENT WILL BE ACCEPTED ON THE BASIS THAT THESE CONDITIONS SHALL APPLY TO THE CONTRACT BETWEEN US FOR THE SUPPLY OF THE ITEMS DETAILED IN YOUR ORDER. PLEASE READ ALL OF THEM CAREFULLY.

1 Formation of Contract

1.1 Any order sent to the Seller by the Purchaser shall be accepted entirely at the discretion of the Seller, and, if so accepted, will only be accepted upon these conditions (hereafter referred to as the "Conditions") and by means of the Seller's standard order acknowledgement form.

1.2 Each order which is so accepted shall constitute an individual legally binding contract between the Seller and the Purchaser and such contract is referred to in these Conditions as an "Order".

1.3 These Conditions shall override any contrary different or additional terms or conditions (if any) contained on or referred to in an order form or other documents or correspondence from the Purchaser, and no addition alteration or substitution of these terms will bind the Seller or form part of any Order unless they are expressly accepted in writing by a person authorised to sign on the Seller's behalf.

2 Specification

All goods supplied by the Seller shall be in accordance with (i) the current edition of the relevant Product Description as published from time to time by the Seller (copies of which are available from the Seller upon request) and (ii) those further specifications or descriptions (if any) expressly listed or set out on the face of the Order. No other specification, descriptive material, written or oral representation, correspondence or statement, promotional or sales literature shall form part of or be incorporated by reference into the Order.

3 Acceptance

The Purchaser shall be deemed to have accepted all goods upon their delivery by the Seller to the address specified in the Order.

4 Delivery and Risk

4.1 Unless otherwise stated in the Order, the price quoted includes delivery to the address specified in the Order, provided that the Seller reserves the right to

make an additional charge to cover any increase in transport costs occurring before the date of delivery.

4.2 Any time or date for delivery given by the Seller is given in good faith, but is an estimate only.

4.3 Risk in the goods shall pass to the Purchaser upon delivery within the Purchaser's premises.

5 Title and Payment

5.1 The Seller warrants that the Seller has good title to the Goods and that it will transfer such title as it may have in the goods to the Purchaser pursuant to Condition 5.4.

5.2 Unless otherwise stated in the Order, payment of the price of the goods delivered pursuant to an Order shall become due within 45 days of the date of delivery.

5.3 Interest accruing from day to day at the rate of 2% per month will be charged to the Purchaser by the Seller on the balance of the unpaid purchase price due to the Seller and still outstanding 60 days following the date of delivery.

5.3.1 The Seller reserves the right to refuse at any time to execute any order or contract if at any time the arrangements for payment of the price or financial references are not considered satisfactory by the Seller.

5.3.2 A bespoke order once placed can only be cancelled if the raw material has not been produced. No goods may be returned for credit or adjustment without the Seller's written consent. In the absence of special circumstances it is the policy of the Seller to grant such consent provided that the Seller has incurred no costs otherwise a cancellation fee may be payable.

5.4 Title to the goods.

5.4.1 Title to any goods delivered to the Purchaser shall not pass to the Purchaser until the whole of the price has been paid to the Seller.

5.4.2 By accepting delivery of the goods the Purchaser shall be deemed to have given permission to the Seller and its duly authorised agents to enter upon the premises of the Purchaser to recover any goods delivered which have not been paid for within the period specified in Condition 5.2.

5.4.3 Notwithstanding that Title in the goods has not passed to the Purchaser the Seller shall be entitled to sue for the price and to charge interest pursuant to Condition 5.3 once payment has become due.

5.5 Cancellation by Purchaser - the Purchaser shall be liable to pay the full invoiced purchase price and storage charges if the Purchaser refuses to take delivery of the goods once they are ready for delivery.

5.6 Variation of Purchase Price - prices quoted by the Seller are based on prices paid for the goods and costs of transport by the Seller immediately following the acceptance of the Order. Prices are therefore subject to variation by the Seller in the event that there is any increase in freight charges which occur after the acceptance date and before the date of delivery.

6 Storage

If the Seller shall be unable, through circumstances beyond its control to deliver the goods within 14 days after notification to the Purchaser or its agent that the goods are ready for delivery, the Seller shall be entitled to arrange storage on behalf of the Purchaser, whereupon delivery shall be deemed to have taken place, all risk in the goods shall pass to the Purchaser, and delivery to the Purchaser of the relevant warehouse receipt shall be deemed to be delivery of the goods for the purposes of Condition 4. All charges incurred by the Seller for storage or insurance shall be paid by the Purchaser within 30 days of submission of an invoice.

7 Damage in Transit

The Seller will replace free of charge any goods proved to the Seller's satisfaction to have been damaged in transit provided that within 24 hours after delivery both the Seller and the carrier have received from the Purchaser notification in writing of the occurrence of the damage and also, in so far as is practicable, of its nature and extent.

8 Force Majeure

8.1 The Seller shall not be under any liability for any failure to perform any of its obligations under the Order due to Force Majeure. Following notification by the Seller to the Purchaser of such cause, the Seller shall be allowed a reasonable extension of time for the performance of its obligations.

8.2 For the purposes of this Condition, "Force Majeure" means fire, explosion, flood, lightning, Act of God, act of terrorism, war, rebellion, riot, sabotage, or official strike or similar official labour dispute, or events or circumstances outside the reasonable control of the party affected thereby.

9 Confidentiality

Both the Seller and the Purchaser shall each keep confidential and shall not without the prior consent in writing of the other disclose to any third party any technical or commercial information which it has acquired from the other as a result of discussions, negotiations and other communications between them relating to the goods and the Order.

10 Economic Loss

Subject to Condition 11, and notwithstanding anything contained in these Conditions (other than Condition 11) or the Order, in no circumstances shall the Seller be liable, in contract, tort, (including negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof, (i) for any loss of profit, business, contracts, revenues, or anticipated savings, or (ii) for any special indirect or consequential damage of any nature whatsoever. The maximum liability of the Seller to the Purchaser shall be the value of the goods supplied.

11 Unfair Contract Terms Act 1977

11.1 If and to the extent that section 6 and/or 7(3A) of the Unfair Contract Terms Act 1977 applies to the Order, no provision of these terms and conditions shall operate or be construed to operate so as to exclude or restrict the liability of the Seller for breach of the express warranties contained in Condition 5, or for breach of the applicable warranties as to title quiet possession and quality implied into the terms and conditions of the Order by of the Sale of Goods Act 1979, or the Supply of Goods and Services Act 1982 or the Sale and Supply of Goods Act 1994.

11.2 If and to the extent that section 2(1) of the Unfair Contract Terms Act 1977 applies to the Order, nothing in these terms and conditions shall operate or be construed to operate so as to exclude or restrict the liability of the Seller for death or personal injury caused to the Purchaser by reason of the negligence of the Seller or of its servants, employees or agents.

12 Applicable Law

The Order shall be considered a contract made in England and shall be governed in all respects by the law of England and the parties agree to submit to the non-exclusive jurisdiction of the English Courts.

4th November 2008