

WHISTLEBERRY NURSERIES: TERMS AND CONDITIONS OF SALE

Payment: Payment is due thirty days from the date of invoice

Delivery: Normally free of charge within our regular delivery area.
Cost of delivery outside our normal delivery area will be by agreement
Small deliveries will incur a delivery charge at cost

New Customers: are requested to give two satisfactory trade references.

Reserve Orders: of overwintered stock must be taken by the first May Bank Holiday or at optimum selling time whichever is the sooner. We will keep you informed.

Labelling: Our labelling service will be adapted to suit the customer's individual requirements. We can supply picture labels and/or affix Garden Centre's own labels at no extra charge. We will also barcode and pre-price Garden Centre's own labels at no extra cost.

General:

1. This catalogue cancels all previous lists.
2. Prices are wholesale and are reviewed annually, but we reserve the right to vary them at any time.
3. All prices are exclusive of VAT which will be charged at the standard rate.
4. Whistleberry Nurseries' liability for plants supplied is limited to replacement or refund of the price paid, provided a complaint in writing is received within seven days of delivery. **Please examine carefully on day of receipt.**
5. Every effort is made to ensure that plants despatched are of first grade quality and true to name, but should a claim result, Whistleberry Two Limited's liability shall not exceed the invoice price of the goods in question.
6. Whistleberry Two Limited shall not be liable for any damage or loss caused by any occurrence beyond the Company's control.
7. Notwithstanding delivery and the passing of risk in the goods, or any other provision of these conditions, the property in the goods shall not pass to the buyer until Whistleberry Two Limited have received in cash or cleared funds, payment in full of the price of the goods and all other goods agreed to be sold by Whistleberry Two Limited to the buyer for which payment is then due.
 - i) Until such time as the property in the goods passes to the buyer, the buyer shall hold the goods as Whistleberry Two Limited fiduciary agent and bailee and shall keep the goods separate from those of the buyer and the third parties and properly stored, protected and insured and identified as Whistleberry Two Limited property. Until that time, the buyers shall be entitled to resell or use the goods in the ordinary course of its business, but shall account to Whistleberry Two Limited for the proceeds or otherwise of the goods, whether intangible or tangible, including insurance proceeds and shall keep all such proceeds separate from any monies or property of the buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.
 - ii) Until such time as the property in the goods passes to the buyer (and provided the goods are still in existence and have not been resold) Whistleberry Two Limited shall be entitled at any time to require the buyer to deliver up the goods to Whistleberry Two Limited, and, if the buyer fails to do so forthwith, to enter upon the premises of the buyer or any third party where the goods are stored and repossess the goods.
 - iii) The buyer shall not be entitled to pledge or any way charge by way of security for any indebtedness any of the goods which remain the property of Whistleberry Two Limited, but if the buyer does so all monies owed by the buyer to Whistleberry Two Limited (without prejudice to any other right of remedy of Whistleberry Two Limited) forthwith become due and payable.
8. Whistleberry Two Limited reserve the right to withhold deliveries to any customer who has failed to settle any outstanding sum on their account.

The giving of an order constitutes acceptance of the above terms by the purchaser.