

The placing of any orders with James Coles & Sons (Nurseries) Ltd, (The Company), implies acceptance of the following Terms and Conditions:

A. CONTRACTUAL

1. **Quotations:** All plant prices are quoted ex nursery unless otherwise agreed or confirmed in writing. Prices quoted exclude VAT. Quotations remain valid for one month from the quotation date subject to availability unless otherwise agreed.
2. **Ordering:** When ordering against a written or e-mail quotation, please give the relevant Coles quote number (prefixed with 'Q'). Orders will be priced and can be confirmed in writing. Orders will then be met in full, except where any stock suffers from adverse conditions beyond our control. We shall always endeavour to meet reasonable demands for quality stock. Where goods ordered are to be grown on commercially by the Purchaser, this must be stated so that correct EC Plant Passports may be issued with the goods. Our Registered Number is EC Plant Passport UK/EW 14266.
3. **Delivery/Collection:** Delivery for orders by our own vehicles is free within 150 miles of Leicester on all orders over £750 (excluding VAT). For orders below this amount and/or on longer journeys, an appropriate delivery charge will be applied. Packing and carriage on goods sent by other carriers will be charged nett at cost. All prices are deemed to be nett ex nursery. Small orders of goods may be collected from Thurnby. If The Company and the customer agree that the plants are to be collected from our premises, the customer will collect the plants no longer than 3 working days after the agreed collection date and will be liable for payment from this date.
4. **Invoicing:** Unless goods have been supplied against an accepted quotation, the catalogue price will be applied and any handling and/or delivery charges and discounts will be included. This catalogue is strictly wholesale. For quantities of less than 10, there will be a Small Order Surcharge of 30% on the catalogue rate. VAT will be charged on all items at the prevailing rates. Our VAT registration number is GB 290 2618 62.
5. **Payment:** *Customers with an agreed credit account:* Payment for all goods invoiced is due net 30 days from the date of supply unless otherwise agreed in writing. All new customers and customers without a Credit Account will be required to pay before delivery. A 30-day credit account can be applied for by completing our Application Form (available on request). The customer agrees to make known in writing to us any comments, complaints or other lawful objections, which may delay payment of the invoice within 7 days of receipt of invoice. We will exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if payment is not received by us in accordance with our agreed terms. Credit limits will be applied to all accounts. It is the policy of the company to take immediate legal action to recover debts and associated costs incurred due to dishonoured cheques accepted in good faith for payment of goods. We reserve the right to revoke Credit Accounts. We accept payment by cheque, credit or debit card, cash and BACS.
6. **Retention of Title:** All deliveries or collections are subject to Retention of Title, until all sums outstanding and due to the Company have been received. Credit is only extended on the understanding that all customers accept these Terms & Conditions.
7. **Transport Packing:** All pallet boxes and black boxes have a minimum value to the Company and will be charged to clients not returning empties. An employee or representative of the Company must ratify returns.
8. **Warranty:** The Company will supply all Nursery Stock at least up to British Standards and in accordance with the National Plant Specification. Further details of this specification are available from the HTA (Tel: 0118 930 3132) or by visiting www.gohelios.co.uk.

The risk in the goods shall pass to the customer upon delivery/collection and it is the customer's responsibility not to neglect or mistreat goods supplied. We hold no liability for any defects resulting from weather, accident, failure to plant, failure to tend or general neglect. At the time of supply, it is the client's duty to check that the plants comply in all respects with the contract and that there are no apparent shortages. Any queries or complaints arising must be notified to the Company in writing within seven days of the receipt of goods. Queries and complaints that arise after this date must be notified to the Company in writing as soon as they become apparent, including full details of all relevant issues. Any reasonable queries arising in these circumstances will be dealt with fully and sympathetically. If it is necessary for a representative to attend a site inspection, we reserve the right to charge for all expenses incurred in undertaking the visit. Any compensation due to the customer shall not exceed the invoice price of the goods in question.

B. GENERAL

1. **Plants Listed:** The Company's catalogues contain most of our range of production, but we are always prepared to quote for items not listed or for larger specimens. We do not supply trees and shrubs on approval.
2. **Scheduling:** Although we shall always endeavour to meet the client's delivery or completion requirements, there cannot be an obligation to deliver trees and shrubs by any specific date. It is our policy to advise clients of impending deliveries, but we cannot be held responsible for any delays arising from mechanical failure or adverse weather conditions. Delivery and completion dates quoted by us or included in the contract are given in good faith but are estimates only and without engagement. The Company shall be entitled to charge for abortive delivery costs, storage costs and collation costs should pre-arranged delivery or collection be unnecessarily deferred, or should our delivery vehicles be unduly delayed at the appointed site. We reserve the right to invoice up to 25% of the value of goods reserved but not called off within the scheduled time of supply of any contract.
3. **Retentions etc:** No retentions and/or contractor's discounts are acceptable unless negotiated at the enquiry stage and clearly stated on every client's official order.
4. **Cancellations:** The Company has the right to suspend or terminate a Supply Contract if that client:
 - i. exceeds his mutually agreed credit limit, or
 - ii. is in breach of contract on any other contract with the Company.