

## TERMS & CONDITIONS OF BUSINESS – ECO SUSTAINABLE SOLUTIONS LIMITED

### 1. Definitions

- 1.1. “Supplier” means Eco Sustainable Solutions Limited.
- 1.2. “Conditions” means these terms and conditions.
- 1.3. “Goods” means the goods which are the subject of the Order. “Purchaser” means the party placing the Order.
- 1.4. “Order” means the order from the Purchaser accepted by the Supplier.
- 1.5. “Site” means the site or premises to which the Goods are delivered.

### 2. Conditions

Unless expressly stated to the contrary by the Supplier in writing these Conditions shall be deemed to be incorporated in any contract or order between the Supplier and any third party and shall be deemed to override any terms or conditions which are inconsistent with them which the Purchaser may attempt to introduce.

### 3. Price and Payment

- 3.1. All prices quoted are subject to alteration without notice up to the point at which the order is taken. Thereafter the price will remain fixed.
- 3.2. Amounts stated as payable on an invoice shall be the total sum due and the Purchaser shall not be entitled to make any deductions or set-offs from such amounts.
- 3.3. Unless expressly stated to the contrary for credit account customers, each Order shall be paid within 30 days of the invoice date. For cash sales, payment will be taken at the time of order or collection, whichever is the earlier.
- 3.4. Time for payment of all sums under the Order shall be of the essence. If payment is not made in full by the due date for payment whether the same be demanded or not the Supplier shall be entitled (without prejudice to any other rights it may have):
  - 3.4.1. to charge interest in accordance with clause 3.4; and
  - 3.4.2. to refuse to make any delivery of any undelivered Goods whether ordered under the Order or not and without incurring any liability whatsoever to the Purchaser for the non-delivery or any delay in delivery; and
  - 3.4.3. to terminate the Order.
- 3.5. The Supplier reserves the right to charge interest (both before and after any judgement) at a rate of 8% per annum above the current Bank of England base rate on all outstanding payments from the date due and up to and including the date on which final settlement is made in full.
- 3.6. All prices quoted are exclusive of Value Added Tax and delivery, unless explicitly stated otherwise.

### 4. Access

The Purchaser shall be responsible for ensuring that the Supplier, its employees, agents and contractors have access to the Site to deliver the Goods and the Supplier's only responsibility shall be to deliver the Goods to the Site if the Site is Accessible by public roads. No delivery will be made to a Site inaccessible from the public road. The Supplier excludes to the full extent permitted by the law any liability whatsoever arising from any vehicle delivering Goods being directed off the public road by the Purchaser, its employees, agents or contactors.

### 5. Delivery / Collection

- 5.1. All Goods must be examined and signed for by the Purchaser on delivery/collection. Any signature for and on behalf of the Purchaser will be treated as acceptance of the Goods irrespective of any action the Purchaser attempts to impose.
- 5.2. The Supplier shall not be liable for any shortage in the Goods and/or delayed delivery and/or any damage or loss to the Goods during transit unless the Supplier and the carriers concerned are notified in writing by registered post within seven days of delivery or, in the case of non-delivery, in writing by registered post within seven days from the date of receipt of an invoice from the Supplier in respect of the Goods concerned.
- 5.3. Any dates stated by the Supplier for the delivery of the Goods do not form part of the Order and the Purchaser agrees that the time of delivery shall not be of the essence to the Order
- 5.4. If for any reason Eco Sustainable Solutions Ltd is unable to make delivery of the whole of any amount ordered, the terms and conditions here set out will still apply to the part of the order completed as they would have applied to the whole.

### 6. Suitability of the Goods

The Supplier assumes that all Goods ordered from it are suitable for the purpose for which they are required. The Supplier is not required to enquire further from the Purchaser as to the use to which the Purchaser wishes to put the Goods

### 7. Risk

Risk in the Goods shall pass to the Purchaser upon delivery to the Site.

### 8. Waste Receipts

The Supplier undertakes to receive, process and dispose of any waste within its permit, but reserves the right to reject any loads of incoming waste that is either contaminated or in any other way does not meet the specification of waste as agreed or as dictated by the EWC. The physical removal and any cost incurred in such removal of any rejected waste will sit wholly with the Customer.

### 9. Retention of Title

Until full payment has been received for the Goods by the Supplier:

- 9.1 Property of the Goods shall remain with the Supplier
- 9.2 The Purchaser may sell the Goods in the ordinary course of its business but the Supplier may revoke its power by notice to the Purchaser and if the Purchaser defaults in payment of the whole or any part of the amount outstanding on the Goods
- 9.3 The Purchaser's power of sale shall automatically cease if it goes into liquidation (other than for the purposes of bona fide reconstruction or amalgamation) or it convenes a meeting or makes an arrangement or composition with its creditors or it commits any act of bankruptcy or allows execution to be levied against it or its goods or a receiver is appointed over its assets or a winding up order is made against the Purchaser or the Purchaser ceases to trade for any other reason
- 9.4 Immediately upon termination of the Purchaser's power of sale the Supplier shall be entitled to retake the Goods and to enter upon the Purchaser's premises to retake the Goods and may use reasonable force to do so.

### 10. Cancellation

- 10.1. For all orders, with the exception of turf orders, the Supplier may in its absolute discretion accept a cancellation of an Order in writing provided it is indemnified by the Purchaser in respect of all costs and expenses incurred and for loss of profits prior to the cancellation being accepted but in no circumstances is the Supplier obliged to accept any cancellation.
- 10.2. For turf orders, cancellation should be notified to and accepted by the Supplier, by midday on the day before the turf is available for collection/delivery. For Monday and Tuesday collection/delivery cancellation is to be made by midday on the previous Friday. Any orders cancelled outside of the above times will still be invoiced in full and payment will not be refunded.

### 11. Liability

- 11.1. The Supplier shall not be liable for any consequential loss of profits or special loss arising out of any breach of condition, warranty or contract on the part of the Supplier in respect of the Goods. The Supplier's liability for such breach in respect of the Goods shall be limited to the net invoice value of that Order or at the Supplier's absolute discretion to the replacement of the Goods.
- 11.2. Turf exclusion of liability
  - 11.2.1. Once a customer has accepted and laid the turf supplied by Eco Sustainable Solutions the company will have no further liability for the turf or for any damages connected with their use. A customer will be deemed to have accepted the turf unless, within 24 hours of delivery, Eco Sustainable Solutions Ltd has been informed in writing of any alleged defect. In an event, the limit of Eco Sustainable Solutions Ltd will be to replace the defective goods (subject to 10.2.2 below) and will not extend to consequential damage, expenses or loss of any other kind.
  - 11.2.2. Eco Sustainable Solutions Ltd will not be responsible for any defects in the goods arising for improper treatment, laying or maintenance by the customer.
  - 11.2.3. Notwithstanding above any liability arising to third parties or other risk in respect of goods sold will be for the customer's account after delivery.

### 12. Exclusions

- 12.1. No liability whatsoever shall be incurred by the Supplier in respect of any representation made by the Supplier or its agents to the Purchaser or the Purchaser's agents before the Order was made where such representation related or referred in any way to (i) the correspondence of the Goods to any description or (ii) the quality of the Goods or (iii) the fitness of the Goods and for any purpose whatsoever.
- 12.2. All implied terms conditions or warranties whether statutory or otherwise as to (i) the correspondence of the Goods to any description or (ii) the merchantable quality of Goods provided as parts of the Goods or (iii) the fitness or the goods and for any purpose whatsoever (whether made known to the Supplier or not) are hereby excluded from the Order (other than as may be expressly set out in these terms and conditions).
- 12.3. The Supplier does not seek to exclude liability for death or personal injury caused by the Supplier's negligence.
- 12.4. The Supplier shall not be liable to the Purchaser for any delay or failure in performing and of the Supplier's obligations arising out of any cause beyond the Supplier's control.

### 13. Turf Production Specification

- 13.1. Any advice and information given by Eco Sustainability Solutions Ltd relating to the characteristics and suitability of its good for particular application is for guidance only and accordingly no warrant in this regard is given, whether expressed or implied. Customers should satisfy that any turf ordered is suitable for its intended use, and they are welcome to inspect the turf for this purpose.
- 13.2. Eco Sustainable Solutions Ltd reserve the right to alter the mixture of seed used to produce the turf without notice.
- 13.3. Weights, Measures and Sizes may deviate from the declared measurements plus or minus 15mm in width and plus or minus 5% in length due to the nature of the product.

### 14. Turf Aftercare

Turf Aftercare Booklet is available for downloading at [eco-landscaping.co.uk](http://eco-landscaping.co.uk)

### 15. Law

The contract formed by these Conditions, the Order and its acceptance shall be governed by and construed in accordance with English Law. Any disputes arising out of the Conditions shall be submitted to the non-exclusive jurisdiction of the English and Welsh Courts.