

Terms & Conditions

Price

Prices quoted are net, ex-nursery and exclude packing unless otherwise agreed. Prices exclude VAT. Plants will be invoiced at the prices ruling at the time of despatch. Transport is chargeable at a minimum of £65. Telephone orders must be confirmed in writing within three days. J.A. Jones and Sons reserves the right to adjust prices during the season. All orders are accepted subject to stock availability at the time of order. Small orders less than £250 are subject to a minimum order surcharge of £30.

New Customers

New customers will be required to complete a credit application form requesting two trade references, prior to acceptance of orders.

Payment

Payment must be made in full within 30 days from the end of the month in which the invoice is raised unless otherwise agreed in writing. J.A. Jones and Sons reserves the right to charge interest at 4% above bank base rate together with legal fees on accounts outside of the agreed terms.

Cancellation

If the Customer cancels an order after the goods are allocated to the order, the Customer agrees to pay J.A. Jones and Sons 80% of the cancelled order value as liquidated damages without having to prove damage. Only when J.A. Jones and Sons claims a higher percentage will the Company be obliged to supply proof of purchase.

Delivery

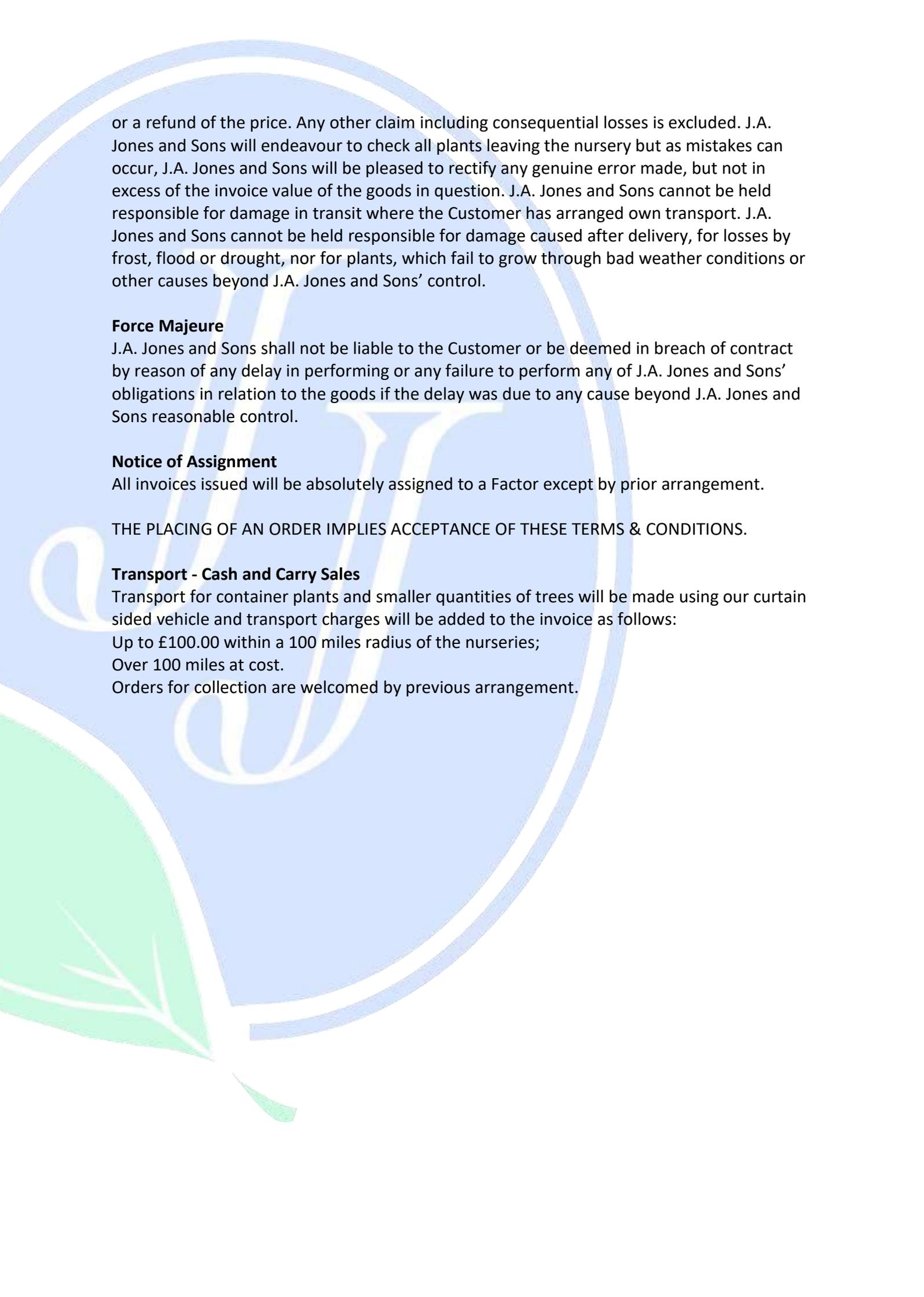
All goods are dispatched at the Customer's risk unless otherwise instructed. The Customer must have staff available to help unload delivery vehicles immediately on their arrival. Container plants and heavy trees are impossible to unload single-handed. All consignments must be carefully examined on receipt and signed for by the Customer. J.A. Jones and Sons cannot be held responsible for losses after delivery. No claims for shortages or damages can be accepted for requested delivery to insecure or unmanned premises. Complaints must be made within two days of receipt of goods and confirmed in writing within seven days. J.A. Jones and Sons' responsibility ceases when goods are delivered to the Customer or when collected by a carrier.

Risk & Title

Risk in the goods will pass to the Customer upon delivery. Legal title to the goods supplied will not pass to the Customer until full payment is received by J.A. Jones and Sons. Should the Customer appoint a trustee in bankruptcy, receiver or liquidator, having disposed of the goods to a third party, then the proceeds from the sale of goods must first be used to satisfy J.A. Jones and Sons account.

Liability

J.A. Jones and Sons' maximum liability for plants supplied is limited to the replacement,



or a refund of the price. Any other claim including consequential losses is excluded. J.A. Jones and Sons will endeavour to check all plants leaving the nursery but as mistakes can occur, J.A. Jones and Sons will be pleased to rectify any genuine error made, but not in excess of the invoice value of the goods in question. J.A. Jones and Sons cannot be held responsible for damage in transit where the Customer has arranged own transport. J.A. Jones and Sons cannot be held responsible for damage caused after delivery, for losses by frost, flood or drought, nor for plants, which fail to grow through bad weather conditions or other causes beyond J.A. Jones and Sons' control.

Force Majeure

J.A. Jones and Sons shall not be liable to the Customer or be deemed in breach of contract by reason of any delay in performing or any failure to perform any of J.A. Jones and Sons' obligations in relation to the goods if the delay was due to any cause beyond J.A. Jones and Sons reasonable control.

Notice of Assignment

All invoices issued will be absolutely assigned to a Factor except by prior arrangement.

THE PLACING OF AN ORDER IMPLIES ACCEPTANCE OF THESE TERMS & CONDITIONS.

Transport - Cash and Carry Sales

Transport for container plants and smaller quantities of trees will be made using our curtain sided vehicle and transport charges will be added to the invoice as follows:

Up to £100.00 within a 100 miles radius of the nurseries;

Over 100 miles at cost.

Orders for collection are welcomed by previous arrangement.