

STANDARD TERMS OF SALE

1 Interpretation

1.1 In these terms, the following expressions shall have the following meanings:

Buyer	the person whose order for the Goods is accepted by the Seller;
Contract	each binding agreement for the supply of Goods;
Goods	the goods described in the Contract;
Seller	Surrey Loams Ltd (registered no. 926381) whose registered office is at Oaklands Lodge, Petersfield Road, Monkwood, Nr. Alresford, Hampshire SO24 0HB

2 Contracts

2.1 These terms shall apply to all supplies of Goods by the Seller to the Buyer. No order of the Buyer shall be binding and no Contract shall arise until the Buyer's order is accepted by the Seller expressly or by the Seller despatching any of the Goods. Each Contract shall comprise these terms, any attached terms, the Seller's quotation and any additional terms that are agreed as applicable.

2.2 If any Contract contains provisions which conflict with these terms, those provisions of the Contract will prevail to that extent, except nothing shall prevail over the exclusions and limitations of the Seller's liability in these terms unless the provision expressly refers to those exclusions and states that it prevails over them.

3 Price and Payment

3.1 The price of the Goods shall be as stated on the Seller's quotation (valid for 30 days from date of the quotation) or as otherwise agreed.

3.2 The price and other sums payable shall be exclusive of any applicable VAT or other taxes and duties, which shall be payable in addition.

3.3 Payment shall be due without any set off, withholding, deduction, abatement or counter-claim no later than 30 days after the date of the invoice despite ownership of the Goods not having passed to the Buyer.

3.4 If the Buyer fails to make any payment when due, without affecting any other rights which it may have, the Seller shall be entitled to charge interest on the overdue amount, at a rate of 2% above the base rate of the Bank of England from time to time, which shall accrue from day to day (both before and after any judgment) from the due date until payment in full is received by the Seller.

3.5 Where the Seller has undertaken to arrange for carriage it shall do so as agent for the Buyer and the price shall include delivery charges.

4 Delivery and Acceptance

4.1 Times for delivery or performance by the Seller are estimates only and, except by operation of law or as otherwise agreed, time shall not be of the essence.

4.2 The Buyer shall be solely responsible for providing safe access from the public highway to the delivery location and, subject to clause 7.3, shall indemnify the Seller against any damage or accident occurring as a result thereof.

4.3 Upon delivery, the Buyer shall sign the delivery note accompanying the Goods confirming receipt in satisfactory condition. Notwithstanding, the Buyer shall be deemed to have accepted Goods 3 days after their delivery or collection, or immediately upon the Buyer's use of the Goods whichever earlier. After acceptance the Buyer shall not be entitled to reject Goods which are not in accordance with the Contract.

5 Risk and Title

5.1 Risk of loss or damage to the Goods shall pass to the Buyer at the time of delivery of the Goods.

5.2 Ownership of the Goods shall pass to the Buyer only on receipt by the Seller of the price in full (and VAT and other taxes and duties payable to the Seller) for those Goods and all other sums then due from the Buyer under all Contracts.

5.3 If the Buyer is overdue in making any payment to the Seller or becomes insolvent, is unable to pay its debts, ceases to trade, has a receiver appointed over the whole or any part of its assets, has an administrator appointed, enters into any composition with creditors generally, is wound up (other than for the purpose of a bona fide scheme of solvent reconstruction) or any step is taken, whether by the Buyer or any other person, towards any of the foregoing events, or the Seller reasonably expects any such event, the Seller may cancel the Contract, suspend or cancel any deliveries, and/or the Seller shall be entitled upon demand to the immediate return of all the Goods which remain in the ownership of the Seller and the Buyer irrevocably authorises the Seller to enter any premises to recover them. Recovery of the Goods shall not of itself discharge the Buyer's liability to pay the whole of the price due for them.

6 Quality and Use

6.1 The Buyer acknowledges that:

6.1.1 the Goods are inherently susceptible to natural variations in composition and the Seller cannot guarantee particular soil analysis;

6.1.2 any soil analysis information supplied to the Buyer is based on batch testing and is strictly for guidance purposes only;

6.1.3 it is solely responsible for its selection of the Goods;

6.1.4 Product descriptions relating to the use of the Goods are made in good faith and in general terms and, subject to clause 7.1, the Seller cannot guarantee the suitability of the Goods for a specific purpose;

6.1.5 the application or use of the Goods by the Buyer or any third party after delivery is outside of the Seller's control.

7 Warranties and Liability

7.1 If any of the Goods do not conform to any applicable statutory or other warranties or other terms, the Seller will, at its option, replace those Goods or make, so far as is fair, a refund of all or a part of the price. If the Seller complies with this obligation, it shall have no further liability in respect of, or arising from, such non-conformity.

7.2 The Seller shall have no liability however arising, whether in contract, negligence or otherwise for:

7.2.1 each claim, or series of claims arising out of the same circumstances, in total, in excess of a sum equal to 120% of the price payable (exclusive of VAT and other taxes and duties) by the Buyer for the Goods under the Contract giving rise to the claims;

7.2.2 (a) any loss of or damage to profit, revenue, anticipated savings, data or use; or (b) any indirect or consequential loss or damage; except to the extent that such loss or damage is a consequence of damage or loss to physical property of the Buyer other than the Goods and is recovered by the Seller under its then subsisting insurance.

7.3 The exclusions and limitations of liability contained in these terms and in the Contract shall apply regardless of whether the loss or damage was foreseeable or whether the Buyer notifies the Seller of the possibility of any greater loss or damage, but shall not apply to the extent prohibited or limited by law and, in particular, nothing in the Contract shall affect liability for death or personal injury caused by negligence or for fraudulent misrepresentation or other fraud.

7.4 Where the Contract is a consumer transaction, as defined by the Consumer Transactions (Restrictions on Statements) Order 1976, the statutory rights of the Buyer shall not be affected by the Contract.

7.5 The Seller shall not be liable to the Buyer for any claim unless made with reasonable details in writing to the Seller without unreasonable delay and in any event no later than 3 months, or such longer period as may be reasonable in the circumstances, after the date the claimable event first came (or ought reasonably to have come) to the Buyer's notice.

8 Force Majeure

The Seller shall have the right to suspend delivery and/or cancel or reduce the volume of the Goods to be supplied and shall not be liable in any way for loss, damage or expense arising directly or indirectly from this, or any other failure or delay in the Seller's performance of the Contract, to the extent that this has been caused by any circumstance beyond the Seller's reasonable control, including industrial disputes (whether or not involving employees of the Seller) or failure or delays by the Seller's suppliers.

9 Entire Agreement

9.1 The Buyer acknowledges that it does not rely on, and shall have no remedy in respect of, any representation, whether negligent or not, of any person which is not expressly set out in the Contract, and the only remedy available to it for breach of any representation that is expressly set out in the Contract shall be for breach of contract.

10 Governing Law and Jurisdiction

The Contract shall be construed in accordance with the law of England and Wales. The parties submit to the jurisdiction of the Courts of England and Wales.