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Email: - info@oxfordplanters.co.uk; Website: - www.oxfordplanters.co.uk

Terms and Conditions:

'Company' means Oxford Planters Limited.

'Customer' means the company, firm, body or person purchasing the Goods.

'Goods' or 'Products' means the subject matter of the contract and whether one or a number of items.

whether or not identical or similar.

CONTRACT, QUOTATIONS, TENDERS AND PRICE LISTS.

1.1 All quotations, tenders and price lists are subject to withdrawal at any time by the Company without prior notice.

. 1.2 The Company reserves the right to amend these General Conditions of Sale without prior notice.

In any future dealings with the Company the Customer will be bound by any amended terms upon receipt of a copy of the same.

. 1.3 Any acceptance of any quotation, tender or price list will not affect a binding contract unless and until confirmed by the Company in writing or by delivery of the goods whichever is the earlier and the following conditions shall be deemed to be incorporated in the contract.

. 1.4 The contract will be subject to these conditions. Any terms and conditions appearing in or referred to in any order of the Customer or otherwise stipulated by the Customer shall not be binding on the Company unless expressly agreed by the Company in writing.

. 1.5 Any variation by us or the Customer of the contract must be confirmed in writing by the Company prior to the despatch of the Goods from the Company's works.

1.6 Notwithstanding any offer, quotation, tender or price list, orders are accepted only subject to the condition that the Goods will be invoiced at the prices ruling at the date of their despatch from the Company's works.

. 1.7 The price stated in the contract is based on the cost for the Company at the date of acceptance of the order or quotation and may be increased at the request of the Company if there has been an increase in the cost to the Company at the date of despatch. Such increase will be limited to the increase in cost to the Company and will be payable by the Customer.



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1.8 Unless otherwise stated:- (a) The contract price and the prices shown in quotations, tenders and price lists are 'ex works' prices and exclude value added tax, and any other tax or duty which will be paid by the Customer to the Company at the rate ruling on the date that Goods are despatched

from the Company's works. (b) The contract price and the price stated in any quotations, price list or tender is exclusive of any tax or cost relating to the export, import or delivery of the Goods beyond the point of delivery specified in the contract. Any such tax or cost relating to the export, import or delivery of the Goods beyond the point of delivery will be payable by the Customer to the Company.

1.9 Unless otherwise stated, sizes and weights in contracts, price lists, quotations, tenders or literature

are approximate only, as variations in manufacture and materials cannot be avoided. The Customer agrees that the Company shall be entitled to assume that all drawings descriptions, specifications and other information supplied by the Customer to the Company whether verbal or

written are in all respects complete, accurate and entirely suitable for the Customer's requirements.

1.10 The Customer shall indemnify the Company in respect of all costs which the Company incurs

through no fault of the Company as a result of any change in the requirements after the contract

1.11 expressly agreed, the Company shall have no responsibility for the performance, availability, or

durability of any Goods or any materials or workmanship comprised therein to the extent the same is manufactured in accordance with the Customer's designs, drawings, standards or specifications. **TERMS OF PAYMENT**

2.0 All orders will be paid for on invoice and prior to delivery. In the event of late payment any cash

discount previously agreed shall be withdrawn.

2.1 Notwithstanding these standard terms the Company reserves the right in any case (without any

reason being given) to require a Customer to make payment in full for any order prior to delivery where these or other terms have been agreed between the Company and the Customer.

2.2 Except in the case of the manifest error, all invoices raised by the Company shall be deemed to be

correct unless the Customer notifies the Company in writing of any objection within seven days of receipt by the Customer of the Company's invoice.

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2.3 If any payment is not made strictly in accordance with any credit account or other terms agreed by

the Company any other invoices which may be unpaid (irrespective as to whether or not they have fallen due in accordance with the said terms) shall become immediately payable in full.

2.4 Should any payment not be made in strictly in accordance with any credit account or other terms

agreed by the Company the Company reserves the right to cancel any other order or contract (or any part or parts thereof). Any claims of the Company against the Customer in respect of any cancelled orders or contracts or otherwise shall not be prejudiced in any way.

2.5 The Company may refuse to accept any order from or deliver any Goods to the Customer where

the invoice for those Goods would result in the Customer owing the Company a sum greater than

any limit of credit agreed by the Company.

2.6 The level of credit provided by the Company to any Customer is entirely within the discretion of

the Company who may without prior notice to the Customer reduce or withdraw the level of credit at any time.

2.7 The Company's invoices are calculated by computer and net invoice prices are calculated to two decimal places.

2.9 Interest shall be payable on any account which is not paid in accordance with the terms agreed between the Company and the Customer. Interest shall be calculated from the date of the invoice and be at 9.9% above the base rate for the time being of the Barclays Bank plc.

3 RETENTION OF TITLE

3.1 Notwithstanding delivery and the passing of risk in the Goods, or any provision of these conditions, the property in the Goods shall not pass to the Customer until the Company has received in cash or cleared funds payment in full of the price of the Goods and all other Goods agreed to be sold by the Company to the Customer for which payment is then due.

3.2 Until such time as the property in the Goods passes to the Customer, the Customer shall hold the Goods as the Company's fiduciary agent and bailee, and shall keep the Goods separate from those of the Customer and third parties and properly stored, protected and insured and identified as the Company's property, but the Customer may resell or use the Goods in the ordinary course of its business.



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3.3 Until such time as the property in the Goods passes to the Customer (and provided the Goods are still in existence and have not been resold), the Company may at any time require the Customer to deliver up the Goods to the Company and, if the Customer fails to do so forthwith, enter on any premises of the Customer or any third party where the Goods are stored and repossess the Goods.

3.4 The Customer shall not be entitled to the pledge or anyway charge by way of security or any indebtedness any of the Goods which remain the property of the Company but if the Customer does so all monies owing by the Customer to the Company shall (without limiting any other right or remedy of the Company) forthwith become due and payable.

3.5 The Company may maintain an action for the price of the Goods notwithstanding that title in them has not passed to the Customer. **AVAILABILITY AND TIME**

4.1 Offers to supply Goods or on or within a given time or period are made subject to the availability of the Goods at a given time.

4.2 Unless expressly agreed by the Company time shall not be of the essence in any contract. The Company will not be liable in any circumstances (whether the fault by that of the Company or not) for the consequences of any delay in delivery or performance or failure to deliver or perform for whatever reason.

4.3 Tenders shall remain open for acceptance for a period of 30 days from the date of the tender unless in the tender some other period is specified or accepted.

5. DELIVERY

5.1 Unless the contract otherwise stipulates the risk in the Goods passes to the Customer when the Goods are collected from the Company's works or delivered to the Customer's premises or site and the Company accepts no responsibility for any damage thereafter.

5.2 While every effort is made to meet collections, delivery arrangements or performance dates these are approximate only and unless otherwise expressly stated time is not of the essence for delivery or performance and the Company will not be liable in any circumstances for the consequences of any delay in delivery or performance or failure to deliver or perform.

5.3 No delay shall entitle the Customer to either refuse to take delivery of or make payment for any order or part of any order or repudiate any contract with the Company.

5.4 Where delivery is made by the Company to the Customer the Company will only consider a claim by the Customer in respect of loss or damage in transit if the Customer:



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5.4.1 gives written notice to the Company within 21 days of non-delivery or within seven days of delivery of the Goods in any other case: and

5.4.2 complies in all respects with the freight carrier's conditions of carriage for notifying claims for loss or damage in transit where the Goods are transported by an independent freight carrier.

5.5 Offers to deliver Goods are for the delivery by motor lorry to a good hard road with reasonable access nearest to the site where the Goods are to be used or stored on the mainland of Britain.

5.6 Without prejudice to any other rights of the Company, if for any reason the Customer is unable to accept delivery of the Goods when the Goods are due and ready for delivery, the Company may arrange storage of the Goods at the Customer's risk and the Customer shall be liable to the company for the reasonable costs (including insurance) of such storage.

5.7 On the arrival of the Company's delivery vehicle at the delivery address, the Customer shall be responsible for the unloading of the Goods which they will do promptly. The Customer shall be responsible for any damage during unloading and for all costs occasioned by their undue delay in commencing or carrying out this work or by their failure to unload.

5.8. The driver is entitled to refuse to drive over ground which they consider unsuitable.

5.9 The Customer will be responsible for all loss or damage to the Goods or the vehicle or equipment of the Company resulting from the nature of the ground where that ground is or proves to be unsafe or suspect whether the Customer was aware of the condition of the ground or not.

5.9.1 Should any injury be caused to any employee of the Company whilst unloading the Goods the Customer agrees to indemnify the Company in respect of all such claims that may be made against the Company.

QUALITY & STANDARDS WARRANTY AND LIMIT OF RESPONSIBILITY

6.1 It shall be the responsibility of the Customer to: Carefully inspect and check the Goods or work which the Company supplies as soon as practicable after receipt thereof to ensure that they are in accordance with the order placed by the Customer. This should preferably be done before the signature of the Company's delivery note or filing that within 10 working days of receipt of the Goods or execution of the said work after which period the Customer shall be deemed to have accepted the Goods or work. The Customer agrees that such a period is reasonable (the 'Requisite Time'). The Customer's rights of acceptance and/or rejection of the Goods shall be construed in all respects in accordance with this clause and any other rights of the Customer in respect of acceptance and/or rejection whether statutory or otherwise are hereby excluded: Take all steps which are reasonably practicable to mitigate any loss in respect of any Goods which are



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defective and the Company shall not be responsible for any loss which would have been avoided if such steps had been taken.

6.2 The Company warrants that it will (at the Company's choice) repair or replace any Goods which are accepted by the Company as being defective or not in accordance with the contract within a period of three months from the date of despatch of such Goods from the Company's works ("The Warranty Period") with the Company to be the sole arbiter as to whether the Goods are defective. The Company will require a reasonable period of time to repair or replace the Goods. The warranty does not extend to any Goods not manufactured by the Company or to second-hand or reconditioned Goods.

6.3 The Customer's remedies in respect of any claim under the forgoing express warranty or any claim under any condition or warranty implied by law or any other claim in respect of the Goods or any workmanship in relation thereto (whether or not due to or caused by the negligence of the Company) shall be limited to the replacement or repair of the Goods at the election of the Company. Any condition or warranty implied by law shall cease to apply as from expiry of the Warranty Period

6.4 The Company's liability in respect of any loss whether direct or consequential for any reason whether under warranty or any condition or warranty implied by law shall in all cases be limited in value to the total of the Company's invoice in respect of the said Goods or work.

6.5 The Company will not be liable for any claim in respect of any Goods either manufactured or supplied by the Company after such Goods have been erected, subjected to any process or processes or otherwise used by the Customer or others beyond the Company's control in the manner contrary to the Company's recommendation or to good practice.

6.6 Except as provided for in clauses in these conditions the Company shall not in any circumstances (whether caused by the negligence of the Company or not) be liable for any damages, compensation, costs, expenses, losses or other liabilities whether direct or consequential and any other remedy which would otherwise be available in law is hereby excluded except to the extent that such exclusion is prohibited by any rule of law.

6.7 No liability will be accepted in respect of any error or omission to any layout drawing, plan, schedule or recommendation which the Company may submit to the use of any Goods which the Company may supply.

6.8 Orders for seconds quality Goods will not be accepted subject to a condition that such Goods are subject to any specification or approval by any person after delivery.

7 RETURNS

7.1 Without prejudice to Clause 7 the Company will not be responsible to accept the

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return of Goods duly supplied in pursuance of the Customer's order. In any case where the Company agrees to accept the return of Goods so supplied this will in the absence of agreement to the contrary be subject to the Company's normal haulage and restocking charges at the time.

RIGHT OF REJECTION

8 Notwithstanding clause 7 if, for any reason the Customer purports to accept only a proportion of the Goods supplied, it shall be deemed to have accepted the whole of the Goods. The Customer will thereafter not be entitled to reject the remainder of the Goods.

9 **HEALTH AND SAFETY** The Customer agrees to pay due regard to any information or any revised information whenever supplied by the Company or where the Goods are supplied direct from the manufacturer, supplied by the manufacturer (and is deemed to have been given adequate information and to have read and understood it) relating to the use for which the Goods are designed or have been tested or concerning the conditions necessary to ensure that they will be safe and without risk to health at all times when they are being set, used, cleaned or maintained by any person at work or when they are dismantled or disposed of, and the Customer undertakes to take such steps as may be specified by the above information to ensure that as far as reasonably practicable, the Goods will be safe and without risk to health at all times as mentioned above. For these purposes the Customer is deemed to have been given a reasonable opportunity to test and examine the Goods before delivery. The Customer agrees to provide sufficient instruction and equipment to those who use the Goods to ensure their safety. The Customer agrees to indemnify the Company for loss or damage caused by any breach of this clause.

10 SUBCONTRACTING

11 **OVERSEAS SALES** All contracts are governed by English law unless expressly agreed to the contrary and the parties hereby submit to the exclusive jurisdiction of the English Courts.

11.1 Overseas delivery will be organized by Oxford Planters Ltd unless proof of delivery can be produced by the customer.

11.2 Oxford Planters Ltd will source the most reliable haulage company to deliver all overseas deliveries – all delivery charges from such companies are to be paid for directly by the customer.

12 Guarantee – Also refer to Oxford Planters planting advice sheet

Oxford Planters Ltd supply a 5 year workmanship guarantee for each of its products, subject to maintenance conditions. See below

12.1 Products must not be submerged in any amount of moisture for any period of time. Moisture content inside the product must be monitored.

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12.2 Products must be placed on even solid ground to prevent uneven weight distribution.

12.3 Regular maintenance checks should be carried out on each product. This should include emptying your planter at least every 5 years to check to base condition and inspect the rubberised liner coating. Oxford Planters Ltd can reapply the lining and base at an additional cost.

12.4 Where products are supplied with metal detailing – All metal detailing is supplied powder coated unless otherwise specified. Powder coating provides a more durable finish than standard painting. However, this finish can still be scratched marked and dented if mistreated. In the event of such findings Oxford Planters Ltd will happily arrange for the metal work to be powder coated or waxed, again at the customer cost.

12.5 Where products are supplied painted – All painted products must be checked regularly for chips/cracks in the paint and must be touched up using touch up paint immediately – a touch up tin of paint will be provided with each order. Oxford Planters Ltd will be available to offer advice on the above.

12.6 The paint finish may last up to 6x longer than standard softwood painted products when the paint application is applied to Accoya. Oxford Planters Ltd cannot guarantee the life of the paint as it is dependent on the weather conditions in your area and the maintenance given. Oxford Planters Ltd is able to supply a re-painting service if required.

12.7 Painted products should be cleaned regularly using tepid water and a soft sponge. **DO NOT PRESSURE WASH YOUR PRODUCT.** Painted products may not need re-painting for up to 6 years after their initial paint application. However, this is subject to the weather conditions in your area/ country. Occasionally, when the painted product is first subjected to weather small pimples may occur especially after rain or heavy dew. Please do not pop them. They will go down in due course and in no way are detrimental to the finished paint product.

12.8 Tannin staining occurs when certain timbers are exposed to moisture. Tannin leaching is a natural process and is explained in your initial contact with Oxford Planters Ltd. Tannins can be cleaned if required at an additional cost to the client. Alternatively, the tannins will weather out naturally. Please refer to Oxford Planters advise sheet for further information.