

# ALL BUSINESS CONDUCTED BY GREENSWARD IS REGULATED BY THE FOLLOWING CONDITIONS OF SALE

1. **Interpretation**
  - 1.1 In these Conditions:
    - "Buyer" means the person firm or company entering into the Contract with the Seller.
    - "Goods" means the article(s) including any modification of the article(s) or any of them which the Seller is to supply in accordance with these Conditions.
    - "the Seller" means Greensward.
    - "Conditions" means the standard terms and conditions of sale set out in this document and includes any special terms and conditions agreed in writing between the Buyer and the Seller.
    - "Contract" means the contract for the purchase and sale of either the Goods or the supply and acquisition of the Services or both.
    - "Services" means the services (if any) described in the Buyer's order or otherwise carried out under the contract.
    - "Writing" includes telex, cable, facsimile transmission and comparable means of communication.
2. **Basis of the Sale**
  - 2.1 The Seller shall sell and the Buyer shall purchase either the Goods or acquire the Services or both subject to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such order is made or purported to be made, by the Buyer.
  - 2.2 No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller.
  - 2.3 The Seller's employees or agents are not authorised to make any representations concerning the Goods or Services unless confirmed by the Seller in Writing. In entering into the Contract the Buyer acknowledges that he has not relied on any representation which has not been confirmed by the Seller.
  - 2.4 Goods are not supplied on approval and Goods are not returnable without the Seller's express approval.
  - 2.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price lists, acceptance of offer, invoice or other document or information issued by the Seller will be subject to correction without any liability on the part of the Seller.
3. **Orders and Specifications**
  - 3.1 A quotation whether oral or written is not an offer and may be withdrawn without notice. Any order by the Buyer given in respect of the quotation is an offer and is not binding on the Seller until specifically accepted by the Seller whether in writing or by delivery of the Goods or performance of the Services.
  - 3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order and for giving the Seller any necessary information relating to the goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.
  - 3.3 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller up to date of cancellation.
  - 3.4 The Seller reserves the right to make any changes in the specification of the goods which are required to conform with any applicable statutory or EU requirements or, where the goods are to be supplied to the Buyer's specification, which do not materially affect their quality or performance.
  - 3.5 The quality, quantity and description of the goods and any specification from them will be set out in the Seller's quotation, whether in writing or orally.
4. **Price of Goods**
  - 4.1 The price of the Goods and Services shall be as specified in the Seller's quotation or, where no price has been quoted (or the quoted price is no longer valid) the price listed in the Seller's published price list current at the date of acceptance of the order. [Where the goods are supplied for export from the UK, the Seller's published export price list will apply.]
  - 4.2 **The Seller reserves the right, by written notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect the increase in the cost to the Seller which is due to a factor beyond the control of the Seller (such as without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), or any change in delivery dates, quantities or specifications for the goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.**
  - 4.3 Unless otherwise agreed in Writing between the Buyer and the Seller, all prices are given by the Seller on an ex works basis for both United Kingdom and International sales, and where the Seller agrees either to deliver the Goods or perform the Services or both otherwise than at the Seller's premises, the Buyer shall be liable to pay the Seller's charges for transport, packaging and insurance as well as for all other ancillary expenses in connection with the delivery of the Goods or the performance of the Services or both unless otherwise agreed in writing.
  - 4.4 All quotations and prices are exclusive of VAT which shall be charged at the rate applicable at the date of the invoice.
  - 4.5 **The Buyer agrees that it will not be entitled for any reason to make deductions from or withhold payment to the Seller.**
  - 4.6 The Buyer may arrange for a finance company to purchase the Goods or the Services or both direct from the Seller at the price payable under the Contract provided that the Buyer has given notice to the Seller before a Contract has been entered into and the Seller has consented in Writing to this arrangement.
5. **Terms of Payment**
  - 5.1 If the Contract is principally a contract for the sale of Goods the Seller shall be entitled to payment from the Buyer of the price of the Goods and (if any) the Services on the date fixed for delivery of the Goods or earlier if requested by the Seller. If the Contract is principally for the supply and acquisition of the Services the Seller shall be entitled to payment of the price of the Services and (if any) the Goods at the date fixed for the performance of the Services or earlier if requested by the Seller.
  - 5.2 The Buyer shall pay the price of the Goods and the Services to the Seller. The Seller will be entitled to maintain an action for the price of the Goods notwithstanding that delivery has not taken place or that property in the Goods has not passed to the Buyer.
  - 5.3 **If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller the Seller shall be entitled to:**
    - 5.3.1 **cancel the Contract or suspend any further performance or deliveries to the Buyer whether under the Contract or otherwise.**
    - 5.3.2 **charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of 8 per cent per annum above HSBC Bank base rate from time to time, until payment in full is made.**
    - 5.3.3 **charge the Buyer for administrative, legal and any other expenses incurred in recovering the debt from the Buyer.**
  - 5.4 **The time of payment shall be of the essence of the Contract.**
6. **Goods Wrongly Ordered**
  - 6.1 Only with the written agreement of the Seller will the return of Goods wrongly ordered be accepted. Where Goods have been specially made or altered they will not be accepted for return. If the Seller agrees to accept the return of the wrongly ordered Goods, the Seller has the right to invoice the Buyer for all charges incurred by the Seller.
7. **Delivery**
  - 7.1 Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller's premises on the date specified by the Seller for collection of the Goods or, if some other place for delivery is agreed by the Seller in writing, the Seller delivering the Goods to that place. The performance of the Services shall take place at the place stated in the Contract for delivery of the Goods.
  - 7.2 Any dates quoted for delivery of the Goods or performance of the Services are approximate only and the Seller shall not be liable for any delay in delivery of the Goods or performing the Services howsoever caused. Time for delivery or performance shall not be of the essence unless previously agreed by the Seller in Writing. The Goods may be delivered or the Services performed by the Seller in advance of the quoted delivery/performance date upon giving reasonable notice to the Buyer.
  - 7.3 **If the Seller is either late or fails to deliver the Goods or perform the Services for any reason the Seller's liability to the Buyer shall be limited to repayment to the Buyer of any part of the price received by the Seller and the Seller shall have no further liability to the Buyer for such delay or failure.**
  - 7.4 It is the Buyer's responsibility to provide suitable off-loading facilities when delivery takes place otherwise than at the Seller's premises. The Seller has no liability towards the Buyer whatsoever in respect of damage to the Goods arising from the off-loading facilities provided by the Buyer. The Seller is not required either to provide the Services or to deliver the Goods if either no facilities or inadequate facilities are provided or the facilities provided are, in any event in the opinion of the Seller, unsuitable in any way.
  - 7.5 Where the Goods or the Services are to be delivered or performed in instalments, each delivery or performance shall constitute a separate contract.
8. **Risk and Property**
  - 8.1 **Risk of damage to or loss of the Goods shall pass to the Buyer.**
    - 8.1.1 **in the case of Goods to be delivered at the Seller's premises (including all goods for export from the UK) on the date specified by the Seller to the Buyer as the date on which the Goods are available for collection; or**
    - 8.1.2 **in the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer fails to take delivery of the Goods, the time when the Seller has attempted delivery of the Goods.**
  - 8.2 **Notwithstanding delivery and the passing of risk in the Goods, or any other provision of the Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods.**
  - 8.3 **Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property. Until that time the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall account to the Seller for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.**
  - 8.4 **The Seller (without prejudice to its other rights and remedies) will have the right to recover and sell Goods until such time as title of goods has passed to the buyer. The Buyer grants to the Seller, its agents or employees an irrevocable licence to enter onto any premises where goods are believed to be stored for that purpose and in each such instance the Buyer will indemnify the Seller in respect of the costs and expenses incurred by the Seller in doing so.**
  - 8.5 **If Goods are incorporated in or become a constituent of any other goods, the Seller will be given the ownership of those new goods as security for payments of all sums owing by the Buyer to the Seller. In the event of the sale of goods on their own or incorporated in other goods, the Seller's beneficial entitlement will attach to the proceeds of sale or to the claim for such proceeds.**
9. **Warranties and Limitation on Liability**
  - 9.1 **All brand new goods are sold with the benefit of such warranty as the manufacturer offers, or in the case of goods manufactured by the Seller, are guaranteed against defects in workmanship or materials for a period of 24 months from the date of purchase.**
  - 9.2 **All secondhand Goods are sold under the Contract as unconditioned articles unless otherwise agreed in Writing between the parties. It is the Buyer's responsibility to inspect the condition of such secondhand Goods prior to ordering the same. The Seller gives no warranty as to the condition merchantable quality or fitness for the Buyer's purpose of such Goods.**
  - 9.3 **Where secondhand Goods are sold as reconditioned Goods, subject to the conditions set out below, the Seller warrants all parts (except where trade discount is given in lieu of warranty) for 12 months from the date of delivery. The Seller will supply replacements for parts which prove defective within this period but it is the Buyer's responsibility to arrange and pay for the fitting of the new parts.**
  - 9.4 **The above warranties in Clauses 9.1 and 9.3 is given by the Seller subject to the following conditions:-**
    - 9.4.1 **the Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow operating instructions (whether oral or written), misuse or alteration or repair of the Goods without the Seller's approval.**
    - 9.4.2 **the Seller shall be under no liability under the above warranty (or any other warranty condition or guarantee) if the total price for the Goods has not been paid by the due date for payment.**
    - 9.4.3 **the above warranty does not extend to Goods used for hire purposes.**
    - 9.4.4 **the above warranty period may differ for certain goods as marked in the Seller's catalogue or as per the Seller's verbal or written quotation.**
  - 9.5 **Subject as expressly provided in these Conditions, and except where the Goods are sold or the Services supplied to a person dealing as a consumer (as defined in the Consumer Protection Act 1987 and within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms or duties implied by statute or common law are excluded to the fullest extent permitted by law.**
  - 9.6 Where the Goods are sold and the Services supplied under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Buyer are not affected by these Conditions.
  - 9.7 **It is the Buyer's responsibility to inspect the Goods at the time of delivery. Any claim by the Buyer which is based on apparent damage to the Goods or defects to the Goods or the Services or the Goods or Services failure to correspond with the Buyer's order shall (whether or not delivery or performance is refused by the Buyer) be notified to the Seller by endorsing the delivery note with a note of any deficiencies, defects or damages found or where the defect, damage or deficiency was not apparent on immediate reasonable inspection within 3 days after delivery or performance (whichever is appropriate). If delivery or performance is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods or the Services or both and the Buyer shall be bound to pay the price as if the Goods and the Services had been delivered or performed in accordance with the Contract.**
  - 9.8 **Where any valid claim in respect of any of the Goods or the Services or both which is based on any such defect damage or deficiency is notified to the Seller in accordance with these Conditions, the Seller at its sole discretion shall be entitled to repair the Goods or supply replacement Goods or Services (or the part in question) free of charge; or refund to the Buyer the price of the Goods and Services (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer. Without prejudice to Clause 8.5 except in respect of death or personal injury caused by the Seller's negligence or liability for defective products under the Consumer Protection Act 1987, the Seller shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, and whether for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the sale of the Goods (including any delay in supplying or any failure to supply the goods in accordance with the contract or at all) or their use or resale by the Buyers or the performance of the Services. The entire liability of the Seller under or in connection with the Contract will not exceed the price of the goods, except as expressly provided in these Conditions.**
  - 9.10 **If goods are to be manufactured or any process is to be applied to the goods by the Seller in accordance with the specification submitted by the Buyer, the Buyer will indemnify the Seller against all loss, damages, costs and expenses ordered against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, copyright design, trademark or other industrial or intellectual property rights of any third party which results from the Seller's use of the Buyer's specification.**
10. **Insolvency of Buyer**
  - 10.1 This clause applies if:-
    - 10.1.1 the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
    - 10.1.2 an encumbrancer takes possession, or a receiver or administrator is appointed, of any of the property or assets of the Buyer; or
    - 10.1.3 the Buyer ceases, or threatens to cease, to carry on business; or
    - 10.1.4 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.
  - 10.2 **If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract without any liability to the Buyer, and if the Goods have been delivered or the Services performed or both but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.**
11. **General**
  - 11.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
  - 11.2 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
  - 11.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
  - 11.4 No forbearance, indulgence or relaxation on the part of the Seller shown or granted to the Buyer in respect of any of the provisions of these terms and conditions will in any way affect, diminish, restrict or prejudice the rights or powers of the Seller or operate or be deemed to be a waiver or any breach by the Seller of the terms and conditions of the contract.
  - 11.5 These terms and conditions and the contract between the Seller and the Buyer governed by these terms and conditions will be governed by English law in every particular.
  - 11.6 The Conditions shall be interpreted without reference to their headings.
  - 11.7 The Seller will not be liable to the Buyer or be deemed to be in breach of a contract by reason of any delay in performing or any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without limiting the foregoing, the following will be regarded as causes beyond the Seller's reasonable control:
    - 11.7.1 Act of God, explosion, flood, tempest, fire or accident;
    - 11.7.2 War or threat of war, sabotage, insurrection, civil disturbance or requisition;
    - 11.7.3 Acts, restrictions, regulations, bye laws, prohibitions or measures of any kind on the part of governmental, parliamentary or local authority.
    - 11.7.4 Import or export regulations or embargoes;
    - 11.7.5 Strikes, lock outs or other industrial action or trade disputes (whether involving employees of the company or of a third party);
    - 11.7.6 Difficulties of obtaining raw materials, labour, fuel, parts or machinery;
    - 11.7.7 Power failure or breakdown in machinery.
12. **Health and Safety**
  - 12.1 **Any liability for ensuring compliance with any requirement statutory or otherwise concerning health safety or welfare or any other matter which may relate to or affect the specification of the Goods or the Services or to ensure the safety of the Sellers servants and agents whilst carrying out the Services on any premises designated by the Buyer rests exclusively on the Buyer. The Buyer shall indemnify and hold harmless the Seller against any and all costs claims demands liabilities damages or expenses suffered or incurred by the Seller as a result of any third party claim against the Seller resulting from or by reference to the Goods or their use or the Services.**
13. **Export**
  - 13.1 Where the Goods are supplied for export from the United Kingdom and a conflict arises between this clause and the other Conditions, this clause shall apply.
  - 13.2 The Buyer shall be responsible for insuring the goods in transit from the Seller's premises and complying with any legislation or regulations governing the importation of the Goods into the country of destination including promptly obtaining all necessary import licences clearances and other consents and for the payment of any duties thereon.
  - 13.3 Unless otherwise agreed in Writing between the Buyer and the Seller the Goods shall be sold ex works.
  - 13.4 The Buyer shall be responsible for arranging for testing and inspection of the Goods at the Seller's premises before shipment. The Seller shall have no liability for any claim in respect of any defect in the Goods which shall be apparent upon inspection and which is made after shipment in respect of any damage during transit.
  - 13.5 Payment of all amounts due to the Seller shall be made by telegraphic transfer directly into the Seller's bank account or by bankers draft in Sterling made payable to the Seller before Goods are despatched.