

JOHN WOODS NURSERIES LTD
CREDIT ACCOUNT APPLICATION

THANK YOU FOR APPLYING TO OPEN A CREDIT ACCOUNT WITH JOHN WOODS NURSERIES LTD.

THE CREDIT ACCOUNT APPLICATION REQUIRES DETAILS OF TWO REFERENCES AND ACKNOWLEDGES ACCEPTANCE OF OUR CONDITIONS OF SALE, AS ATTACHED.

SHOULD YOU HAVE ANY QUERIES REGARDING THE APPLICATION, PLEASE CONTACT OUR ACCOUNTS DEPARTMENT.

Business Name

Invoice / Statement Address:

Post Code:

Account Telephone No:

Accounts Fax No:

Accounts Contact Name:

E-Mail Address:

Trading Name (if different)

Trading Address:

Post Code:

Business Type:

Sole Trader

Partnership

Limited Company

Company Registration Number:

VAT No:

Amount of Credit Required: £

Date business commenced:

Names of Sole Trader, Partners or Directors:

**Residential Addresses of Sole Trader or Partners if different from Invoice Address
(above)**

Bank Details:

Name:

Bank Sort Code:

Address:

Account Name:

Account No:

Trade References (two please)

(1) Name:

(2) Name:

Address:

Address:

Post Code:

Post Code:

Telephone No:

Telephone No:

Fax No:

Fax No:

It is hereby agreed that any goods or services supplied will be in accordance with John Woods Nurseries Limited's *Conditions of Sale* (as attached), the terms of which are hereby accepted.

Preferred method of payment via BACS

All payments must be received 30 days within the date of invoice

Account Name: John Woods Nurseries Ltd
Sort Code: 30-99-85
Account Code: 00716682

Bank Address:
Lloyds TSB Bank
The Thoroughfare
Woodbridge

Signature:

Date:

Name:

Position:

terms & conditions of sale

"The Company" means John Woods Nurseries Ltd, registered office, Main Road, Pettistree, Woodbridge, Suffolk, IP13 0HH, trading as John Woods Nurseries.

"The Customer" means the person, firm, Company or other body dealing with the Company.

"The Goods" means the plants with the associated POS (which may include pricing information) and any other items included in the relevant Contract entered into by the Company.

"Reserves" will be treated as "Orders" and "Orders" are contracts between the Customer and the Company for the supply of Goods in the size and period specified.

"THE COMPANY" ADVISES CUSTOMERS THAT:

1 CONDITIONS

1.1 These Conditions form the basis of any Contract between the Company and the Customer not with standing anything to the contrary in the Customer's Standard Conditions of Purchase.

1.2 These Conditions cannot be amended except by a director of the company in writing. No servant or agent of the Company has the authority to vary these Conditions orally or to make representations or promises about the condition of the Goods, their fitness for any purpose or any other matter.

1.3 New Customers are requested to provide two trade references (preferably from suppliers of nursery stock) and a bank reference when placing their first credit Order. The Company will be pleased to supply a pro forma invoice pending the opening of a credit account.

2 QUOTATIONS AND PRICES

2.1 The Company's quotations and estimates are invitations to treat and are valid for fourteen days from date of issue. Availability, Topical and Looking Good Lists and all other Catalogues, Brochures and Leaflets are invitations to treat and are valid until superseded by other published lists.

2.2 The Company reserves the right to alter its prices, discounts and other terms at any time.

2.3 All goods are offered subject to availability on receipt of Order.

2.4 The Company is bound by no Order unless and until confirmed in writing by the Customer and accepted by the Company.

2.5 Prices stated are exclusive of VAT (which will be charged at current rates) ex nursery unless otherwise stated.

3 SPECIFICATIONS

3.1 Shall be as per the Company's latest availability list unless otherwise agreed. In any event, the Company reserves the right to alter the specification of its product within reasonable parameters should it be proved necessary because of factors beyond its control.

3.2 Should the company be out of stock of any specified size or variety it will, unless otherwise instructed, offer the nearest size or variety and adjust prices where applicable.

4 ORDERS

4.1 All Orders should be specific as to the intended delivery date or period.

4.2 There is a minimum wholesale order value of £500 ex Nursery.

4.3 Orders may be called off in whole or in part and can be combined with other Orders.

4.4 A handling surcharge of 20% of the price shown may be applied when the quantity is less than five of any single variety ordered.

4.5 Pre-Pricing and coding is available on all stock for resale, subject to standard pricing rules.

4.6 Cancellation by the Customer of any Order after acceptance is at the sole discretion of the company.

4.7 All reserve orders must be cleared by May 31st unless otherwise stated.

5 DESPATCH ARRANGEMENTS

5.1 The Company will use its reasonable endeavours to comply with Customer's delivery requirements. Stock will be delivered on Danish trolleys unless otherwise stated.

5.2 The Customer shall provide at his own expense and risk adequate unloading facilities and all necessary plant, power and labour for unloading and stacking. The Customer shall unload with reasonable despatch and the Company reserves the right to charge standing time at the rate of £50.00 per hour after the first two hours' unloading.

5.3 Damage due to inadequate light, access or careless unloading will be at the Customer's risk.

6 DELIVERY TERMS AND CHARGES

6.1 Where Goods are sold on the basis that the Customer will collect them, the Customer shall give five days' prior notice of the intended date and time of collection.

6.2 A Delivery Charge of £40 +VAT will be invoiced after despatch on all Orders despatched within mainland UK in excess of the minimum order value of £500.

Orders valued over £750 will qualify for free delivery in mainland UK.

6.3 A minimum delivery value of £500 applies for direct despatch outside mainland UK and the Delivery Charge will be invoiced at cost after despatch.

6.4 The Company Reserves the right to charge for Danish Trolleys, shelves, palletised boxes or other despatch equipment if the customer requires them to be left with them and does not provide replacements at the time of delivery.

7 WARRANTIES

7.1 The Goods carry a warranty in accordance with any agreed specification or, if there

is no such specification, to have been subject before despatch to inspection on behalf of the Company and to have been passed as meeting the Company's quality standards. All other warranties or conditions as to quality or description (statutory or otherwise) are excluded.

7.2 Any recommendations or suggestions relating to the use of the Goods made by the Company are given in good faith but the Customer shall satisfy himself of the suitability of the Goods for his particular purpose. Accordingly, the Company gives no warranty as to the suitability of the Goods for any particular purpose even though that purpose may be specified in the Customer's Order and any implied warranty or condition, statutory or otherwise, to that effect is excluded.

8 GUARANTEE

8.1 The Company takes considerable care in preparation for and delivery of its Goods, which are delivered by its own or contractor vehicles that have been specially adapted to provide complete protection for the Goods while they are in transit.

8.2 The Customer shall carry out a thorough inspection of the Goods and give notification to the Company within two days of delivery of any defect which reasonable examination would have revealed and shall confirm such notification in writing within seven days.

8.3 Subject to compliance with the above obligation, which shall be a condition precedent of the Company's liability, and provided the Customer has exercised due care in protecting the Goods, the Company will replace any goods produced by the Company, which are defective on delivery. In the case of bought in goods, the Company will assign to the Customer its rights against its supplier and these rights shall be taken into extinction of and in substitution for any rights, which the Customer would otherwise have had against the Company.

8.4 The liability of the Company, under the terms and conditions shall be limited to the invoice value of the Goods replaced and the Company will not be liable for any direct or consequential loss or damage, including loss of profits. The liability for errors on pre priced labels is restricted to the cost of reprinting and postage of replacement labels, not their delivery and application to the goods.

8.5 Nothing in these terms and conditions excludes or limits the company from death or personal injury caused by the company, negligence or fraudulent misrepresentation.

9 PAYMENT TERMS AND RISK AND TITLE

9.1 Payment is due 30 days from the date of invoice. Interest shall be payable on overdue accounts at the rate of 1% above the Bank of England base rate per month to run from the date due for payment thereof until receipt by the Company of the full amount whether or not after judgement. This clause is not intended as an offer of extended credit.

9.2 The Company may withhold delivery of the Goods to the Customer pending payment of any sum due from the Customer to the Company under any other contract.

9.3 The risk in the Goods will pass to the Customer upon delivery. Title to the goods shall pass to the Customer when the Customer has paid all sums due from him to the Company, however arising. The Customer must keep separate from any other account, any payment he receives as a result of selling the Goods to a third party.

9.4 The Customer irrevocably authorises the Company and its duly authorised servants and agents to enter onto any premises in the control of the Customer for the purpose of repossessing Goods where title therein has not passed to the Customer. Moreover the Company will recover not only the value of the goods supplied for which payment has not been made but also the costs involved in carrying out such recovery.

10 FORCE MAJEURE

The Company reserve the right to defer the date of delivery or to cancel the contract or reduce the volume of goods ordered by the customer or change the specification of its Goods within reasonable parameters (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond reasonable control including, without limitation, acts of God, government actions, war or national emergency, acts of terrorism, protests, fire flood adverse weather conditions, epidemics, lockouts, strikes or other labour disputes or restraints or delays affecting carriers or a change in specification from its suppliers.

11 DISPUTES

All disputes or questions between the Company and the Customer with respect to any matter or thing arising out of or relating to Contracts incorporating these conditions shall be at the option of the Company (to be exercised by written notice to the Customer) be referred to a single arbitrator agreed for that purpose or, in default of such agreement, appointed by the President for the time of the Horticultural Trades Association. The Company's said Notice shall be deemed to be a reference to arbitration within the meaning of the Arbitration Act 1996 or any statutory modification thereof for the time being in force.

12 THIS AGREEMENT

This Agreement shall be governed by English Law and subject to the exclusive jurisdiction of the English courts.