

TERMS AND CONDITIONS 2007

1.0 Definitions and Interpretations;

1.1 In these Terms and Conditions:

'Buyer' refers to the person or party entering into the contract of buying the goods of the Company and for the order of goods that the Company has accepted. 'Person' or 'Party' refers to the Individual or Organisation entering into the Contract. 'Contract' refers to the Purchase and Sale of the Goods. 'Goods' refers to all products including plants, which the Company is to supply subject to these Conditions of Sale. 'Company' and 'Seller' refers to Young Plants Limited. From the 1st Nov 2005 registered at Whitehill Farm, Atherstone on Stour, Warwickshire, CV37 8BW.

1.2 Contract;

1.2.1 The contract shall be governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English courts.

2.0 Terms of Sale;

2.1 All orders are accepted subject to these conditions.

2.1.1 The placement of an order to the Company constitutes acceptance of all these Conditions by the Buyer. If the Buyer is not prepared to accept these Conditions the goods must be returned immediately to the company.

2.1.2 No Contract shall be entered into until the Company shall have accepted an order in writing from the Buyer.

2.1.3 Orders are accepted subject to and conditional upon availability at the time of placing the order and at the time of despatch.

2.1.4 Confirmation of an order by us whether oral or in writing does not constitute guarantee of delivery.

2.1.5 The Company reserves the right to offer substitute varieties to those originally ordered.

2.1.6 Any descriptions, illustrations or colour representations specified in the Company's Sales or Promotional literature are shown as a general guide or description only and do not constitute compliance with any particular detail specified or otherwise in such Sales or Promotional literature and can not be taken as true representation.

2.2 These terms of Sale apply to the financial settlement as stated in the Company Sales literature and contained in these Conditions.

3.0 Cancellation

3.1 No order which has been accepted by the Company may be cancelled by the Buyer except with the agreement in writing of the Company and on the terms that the Buyer shall indemnify the Company in full against all loss (including loss of profit), costs (including the costs of all labour and material used), damages, charges and expenses incurred by the Company as a result of cancellation.

4.0 Price and Payment;

4.1 The Company reserves the right, by giving notice to the buyer at any time before delivery, to increase the price of the goods to reflect any increase in cost to the Company which is due to any factor beyond the control of the Company, including (without limitation) any foreign exchange fluctuation, currency regulation, alteration of duties, 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 Company adequate instructions or information).

4.2 Unless otherwise stated, or agreed in writing, the Buyer shall pay all amounts due within 30 (thirty) days of the due date for payment then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to;

4.2.1 Cancel the contract or suspend any further deliveries to the Buyer;

4.2.2 Demand payment of all outstanding balances whether or not due and/or cancel any outstanding orders from the Buyer;

4.2.3 Appropriate any payment made by the Buyer to such of the Goods (or the Goods supplied under any other contract between the Buyer and the Company) as the Company may think fit (not withstanding any purported appropriation by the Buyer);

4.2.4 Charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of 1% (both before and after any judgement) per month or any part thereof until payment in full is made.

4.3 Unless otherwise stated, or agreed in writing between the buyer and the Company, the Company shall be entitled to invoice the buyer for the price of the goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Company shall be entitled to invoice the Buyer for the price at any time after the company has tendered delivery of the Goods or notified the Buyer that the goods are ready for collection.

4.4 The Buyer shall pay the price of the Goods (less any discount to which the Buyer is entitled, but without any other deduction) upon the date of receipt of the Company's invoice not withstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer.

4.5 Discount offered by the Company to the Buyer shall be conditional upon strict adherence to the Terms of Payment 3.2 and the time of payment of the price shall be the essence of the contract. Receipts for payment will be issued only upon request.

4.6 The Buyer shall have no right of set-off, statutory or otherwise.

4.7 The company reserves the right at any time at its discretion to demand security for payment before continuing with the contract or delivering of Goods.

4.8 The price is exclusive of any applicable value added tax or other tax or duty, which the Buyer shall be additionally liable to pay to the company.

5.0 Transfer of Title and Risk

5.1 Without prejudice to the stipulations of paragraph 4.0 of these conditions products become the property and risk of the buyer on the moment of delivery.

5.2 For as long as the buyer has not paid the full amount of the purchase price with additional costs if any, or has provided security in respect thereof, the title in the products shall remain with the seller. The title in the products shall pass onto the buyer as soon as he has fulfilled his obligation to pay the seller.

5.3 If the seller became aware after the conclusion of the agreement of circumstances which give him ground to fear that the buyer will fail to fulfil his obligation to pay the purchase price to the seller, he shall be entitled to annul the agreement by termination if the buyer did not provide security within 14 days of the summons, without prejudice to the sellers right to recover any damage sustained as a consequence hereof from the buyer.

6.0 Lien

6.1 The seller retains a general lien on any of the buyer's equipment or materials in its possession for any unpaid balance the buyer may owe the seller. The seller shall be entitled to sell such equipment or materials in the event that payment is not made in full within 28 days of notice given by the buyer to the seller of its exercise of the lien. The proceeds of the sale may be taken by the seller for reimbursement of the expense of its exercise of the lien and the sale, and payment of the said balance, and the seller shall account for any surplus.

7.0 Delivery

7.1 Delivery of the Goods constitutes a minimum order value of £150.00 net or any single consignment of 1000 (One thousand) plants or more. Delivery of the Goods shall be made by the Company, carriage free within the mainland of the United Kingdom, by the Company delivering the Goods to a single address of the Buyer.

7.2 Delivery of any single consignment of no more than 999 (nine hundred and ninety nine) plants accepted by the Company shall be charged for at the rate of £50 (fifty pounds) per delivery.

7.3 Any dates quoted for delivery of the Goods are approximate only and the Company shall not be liable for any delay in delivery of the Goods howsoever caused. Time of delivery shall not constitute or form any part of contractual agreement between the Buyer and the Company even when stated or written by or on behalf of the Buyer.

7.4 The Goods may be delivered by the Company in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

7.5 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract. Failure by the Company to deliver any one or more of the instalments in accordance with these conditions or any claim by the buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

8.0 Export

8.1 Where Goods are supplied for export from the mainland United Kingdom, the provisions of this Condition 6.0 shall apply.

8.2 Where the Company agrees to deliver the Goods outside of the mainland United Kingdom, the Buyer shall be liable to pay the Company's charges for transport, packaging and insurance.

8.3 Delivery outside mainland United Kingdom is charged at £50 (fifty pounds) sterling per Danish trolley.

8.4 Delivery to Jersey, Guernsey, the Outer Isles and any destination beyond our normal Distribution area will be sent by airfreight for collection at your nearest airport, and the buyer shall be liable to pay the Company's charges for transport, packaging and insurance.

8.5 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties or taxes thereon.

8.6 The Buyer shall be responsible for arranging for testing and inspection of the Goods at the Company's premises before shipment. The Company shall have no liability for any claim in respect of any defect in the Goods, which would be apparent on inspection and which is made after shipment, or in respect of any damage during transit.

8.7 Payments of all amounts due to the company shall be made in pounds sterling, unless otherwise agreed in writing between the Buyer and the Company.

9.0 Collection

9.1 The Buyer may collect Goods ordered from the Company at the collection point designated by the Company at times stated or pre arranged in writing between the Buyer and the Company.

9.2 Collection times; Monday to Friday 8.30am to 5.00pm. Saturday by appointment only.

9.3 The Company offers a discount of 5% for each consignment collected by the Buyer.

9.4 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties or taxes thereon.

9.5 The Buyer shall be responsible for arranging for testing and inspection of the Goods at the Company's premises before collection. The Company shall have no liability for any claim in respect of any defect in the Goods, which would be apparent on inspection and which is made after collection, or in respect of any damage during transit.

9.6 Payments of all amounts due to the company shall be made in pounds sterling, unless otherwise agreed in writing between the Buyer and the Company.

10.0 Warranties

10.1 No complaint shall be considered unless clear proof can be given, that the Goods alleged to have performed unsatisfactorily, were Goods supplied by the Company, and that they were handled and grown correctly throughout, and subject only to such conditions as were likely to produce a favourable outcome or crop.

10.2 Every effort is made to ensure that the Company's stock is of the highest quality, but the Company shall not be responsible for the effects of natural causes which are beyond the control of the Company and therefore the plants are sold without warranty, express or implied, as to productivity or freedom from pest or disease and the Company will not be in any way responsible for the crop.

11.0 Claims

11.1 Any claims against the Company by the Buyer will only be considered if made within three days of the Goods being delivered. No claim shall be made by the Buyer in excess of the amount of the invoice and the Company shall not be liable for any further loss, damage or expense whatsoever incurred by the Buyer either directly or indirectly arising from any defect.

11.2 Any claim that any Goods have been delivered damaged or are not of the correct quality or do not comply with their description shall be notified to the Company by telephone or fax within twenty four hours of their delivery and confirmed in writing within seven days of notification.

11.3 Any claim made under this condition must be in writing and must contain full details of the claim.