

## Terms & Conditions of Sale

*Last updated: 15 September 2025*

### 1. Definitions

In these Conditions, unless the context requires otherwise:

- 1.1 "Buyer" means the person, firm, or company who purchases or agrees to purchase the Goods from the Seller.
- 1.2 "Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.
- 1.3 "Current Stock" means Goods already on hand at the Seller's premises at the time of order or purchase at the Seller's Cash & Carry facility.
- 1.4 "Pre-orders" means orders for Goods placed by the Buyer to be delivered on a date specified (generally within fourteen days of the order date).
- 1.5 "Goods" means the articles which the Buyer agrees to purchase from the Seller.
- 1.6 "Price" means the price for the Goods, excluding carriage, packing, insurance, and VAT.
- 1.7 "Seller" means Flowervision (London) Limited of Vine Nurseries, Spout Lane, Stanwell Moor, Middlesex, TW19 6BN, registered in England & Wales, company number [insert number].

### 2. Conditions Applicable

- 2.1 These Conditions apply to all contracts for the sale of Goods by the Seller to the Buyer, to the exclusion of all other terms and conditions (including any terms the Buyer seeks to impose under purchase orders, confirmations of order, or other documents).
- 2.2 All orders for Goods constitute an offer by the Buyer to purchase Goods under these Conditions, subject to availability at the time of order.
- 2.3 The purchase of any Goods from the Cash & Carry or the placing of any order shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.4 Any variation to these Conditions shall be invalid unless agreed in writing and signed by a director of the Seller.

### 3. Price and Payment

- 3.1 Current Stock – The Price shall be the Seller's price at the time the Buyer's order is accepted.
- 3.2 Pre-orders – Pre-orders are fulfilled through auction or supplier purchase. Catalogue and price list figures are guide prices only. The final Price depends on the cost to the Seller at the time of purchase.
- 3.3 The Price is exclusive of VAT, which will be charged at the prevailing rate on the Seller's invoice.
- 3.4 Methods of Payment – The Seller accepts payment by credit or debit card, bank transfer, or online via the Seller's webshop. Cheques and cash are not accepted.
- 3.5 Cash & Carry Customers – Payment must be made in full at the time of collection.
- 3.6 Credit Account Customers – Payment is due by Friday of the week following the week of purchase. (Goods ordered Monday–Saturday of Week 1 must be paid by Friday of Week 2).
- 3.7 Overdue Accounts – If payment remains outstanding after the Seller issues a Final Written Notice, a debt collection fee may be added to the Buyer's account.
- 3.8 Interest – Interest accrues daily on overdue invoices at a rate of 8% per annum above the Bank of England base rate, until paid in full. Interest is payable before and after judgment.

## 4. The Goods

The quantity and description of the Goods are as set out in the Seller's catalogue and price list, subject to clause 5 below.

## 5. Warranties and Liability

5.1 The Seller warrants that the Goods will correspond as closely as possible to the description given at the time of delivery. All other warranties, conditions, or terms relating to quality, condition, or fitness for purpose (whether implied by statute, common law, or otherwise) are excluded to the fullest extent permitted by law.

5.2 Product dimensions, colour, and images shown in catalogues or price lists are approximate and should be taken as a guide only.

5.3 Orders are subject to availability. If the specific variety ordered is not available, the Seller may substitute with an appropriate alternative. If no suitable substitute is available, the Seller will notify the Buyer and the order will be deemed cancelled.

## 6. Delivery

6.1 Delivery shall be made to the Buyer's address unless otherwise agreed.

6.2 The Seller will endeavour to deliver orders as early as possible each morning, but time of delivery shall not be of the essence.

6.3 The Buyer must make arrangements to take delivery of Goods whenever tendered.

6.4 Except by prior agreement, sundries and plant orders will not be delivered unless accompanied by a cut flower order.

6.5 For courier deliveries, the Seller will endeavour to deliver by 12 noon on a "2-day service". Once Goods leave the Seller's premises, they are in the hands of the courier and outside the Seller's control, although the Seller will liaise with the courier on the Buyer's behalf if required.

## 7. Acceptance of Goods

7.1 The Buyer shall be deemed to have accepted the Goods 24 hours after delivery.

7.2 After acceptance, the Buyer may not reject Goods for non-conformity with the contract.

## 8. Cancellation and Amendment of Orders

8.1 Online orders (Current Stock and Pre-orders) may be cancelled or amended within 15 minutes of purchase (excluding items marked as Direct Suppliers, Clock-Presales, or Direct Growers, which cannot be cancelled).

8.2 Telephone or email Pre-orders may only be amended or cancelled at the Seller's sole discretion.

8.3 Once Goods are in transit, orders cannot be cancelled or amended.

8.4 If the Buyer rejects Goods on arrival without justification, the Buyer shall be liable for the cost of carriage, any loss on resale, and their own return costs.

## 9. Returns

9.1 Goods may not be returned without prior written agreement of the Seller.

9.2 If return is agreed for Goods ordered in error, the Buyer must return them unused, in their original packaging, and in good condition.

9.3 For defective Goods, the Buyer must notify the Seller within 24 hours of delivery and provide photographic evidence if return is not practicable.

#### 10. Title and Risk

10.1 Title to the Goods shall not pass to the Buyer until the Seller has received full payment.

10.2 Risk in the Goods shall pass to the Buyer on delivery.

#### 11. Remedies and Liability

11.1 If the Buyer rejects Goods, they shall have no further rights against the Seller in relation to those Goods.

11.2 If the Buyer accepts (or is deemed to have accepted) Goods, the Seller shall have no liability for them except as set out in these Conditions.

11.3 Claims for damaged or incomplete deliveries must be notified within 24 hours of delivery.

11.4 The Seller shall not be liable for any loss of profit, consequential loss, or expenses arising from non-delivery, late delivery, or short delivery, however caused.

11.5 The Seller's total liability under any contract shall be limited to the Price of the Goods supplied under that contract.

#### 12. Force Majeure

The Seller shall not be liable for any failure or delay in performing its obligations where caused by events beyond its reasonable control, including but not limited to: strikes, lockouts, transport failures, supplier delays, accidents, adverse weather, fire, or government restrictions.

#### 13. Proper Law of Contract

These Conditions and any contract formed under them shall be governed by and construed in accordance with the law of England and Wales, and the parties submit to the exclusive jurisdiction of the English courts.

#### 14. Severability

If any provision of these Conditions is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

#### 15. Entire Agreement

These Conditions constitute the entire agreement between the parties and supersede any prior discussions, correspondence, or representations relating to the sale of the Goods.