



ALLGREEN

TERMS & CONDITIONS

Important Notice

In these conditions 'The Company,' 'us', 'we' and 'our' means AG Industries Ltd t/a **Allgreen** and includes all divisions and subsidiaries of the company. Our registered office is 46, Buckland Road, Yeovil, BA21 5EL and our company registration number is 09255284. "The Customer" "you" means any person or party to whom we agree to supply goods under this contract.

1. Use of these conditions of sale

These conditions of sale apply to all contracts and agreements between us and the Customer, unless otherwise agreed in writing by any of our directors. No agent, salesman or representative of Allgreen has the authority to alter any of these terms or introduce any other terms. No terms and conditions proposed by the Customer shall be included into this contract unless expressly agreed in writing by us.

2. Formatting a Contract

A legally binding contract shall only come into existence upon our written acceptance of the Customer's order or upon acceptance of delivery of items that you have requested (whichever comes sooner). A quotation given by us does not constitute an offer and we may withdraw or revise a quotation at any time before our acceptance in writing of the order or before delivery.

3. Delivery Dates and Times

Whilst we will always try to deliver the Goods on dates that we specify, delivery dates and times included in any order quotation and confirmation of order, or any other document or correspondence are approximate only and are not contractually binding. We shall not be liable for any failure to deliver on any particular date or time.

4. Delivery and Collection

Prices on our website do not include delivery. We will supply you with delivery charges upon request.

4.1 All orders must state the place where you would like us to deliver the goods you have ordered.

4.2 Delivery shall take place when goods are unloaded at the place of delivery.

4.3 Where goods are delivered by us to site;

4.3.1 We will deliver to as near the delivery address as a safe, stable surface permits;

4.3.2 The Customer must provide reasonable assistance in unloading and stacking free of charge;

4.3.3 In the case of packs, palletized goods and other goods requiring mechanical assistance in unloading:

a) The Customer may be required to make available on site, free of charge, cranes or fork lift trucks or other mechanical means of suitable standards to unload the goods. We will provide delivery assistance by means of crane assisted, forklift, tail lift or loose tipped as necessary or by prior arrangement

b) If, as a result of a lack of mechanical assistance, our driver returns without unloading, or is detained on site, we reserve the right to make an extra charges for wasted time or re-delivery.

4.3.4 The Customer must advise us of any traffic regulations and restrictions, permanent or temporary, which may affect delivery or may require us to provide necessary assistance to unload safely.

4.3.5 If for any reason, delivery is made outside our normal

hours of business, or at a specific time or date, we reserve the right to make any extra charge.

4.4 Where the Customer collects, or arranges collection, of the goods from our premises, the Customer does so at its own risk and subject to clause 8, we do not accept liability for any loss or damage caused during collection from our premises.

5. Price

Due to the nature of the products we sell, the prices are subject to change. The price of the goods will be charged at either our agreed rate or the prices current on the day of ordering. We will advise you of the current price at the time of ordering. Unless otherwise specified, VAT and any other duty or tax payable by the Customer will be added to the price.

6. Payment and Default

6.1 Accounts are due for payment either upon delivery of the goods or upon receipt of our invoice, whichever is the earlier.

6.2 Credit may be allowed on such terms and conditions as the Company shall at its absolute discretion from time to time allow. We reserve the right to refuse to accept orders on credit at any time and without giving any reason.

6.3 The Customer shall not be entitled to withhold payment of any amount payable to us by reason of any dispute or claim of the Customer and in the case of any short delivery or damaged goods, shall remain liable to pay the full invoice price of all other goods delivered or available for delivery.

6.4 We shall be entitled at all times to set off any debt or claim of whatsoever nature which we may have against the Customer against any sums due by us to the Customer.

Any sums incurred by us in recovering any money owed to us shall be added to the amount due to us from the Customer.

6.5 We reserve the right at any time at our discretion to request a deposit, stage payments, or pre-payment, before continuing with, or before delivering Goods in satisfaction of any order notwithstanding any previous agreement to provide credit to the Customer.

6.6 "Insolvent" shall mean:

6.6.1 when the Customer is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or

6.6.2 the levying or the treat of execution or distress on any property of the Customer; or

6.6.3 the appointment or a receiver or administrative receiver over all or any part of the Customer's property; or

6.6.4 a proposal for a voluntary arrangement or compromise between the Customer and its creditors whether pursuant to the Insolvency Act 1986 or otherwise; or

6.6.5 the passing of the resolution for voluntary winding-up or summoning a meeting to pass such as resolution otherwise than for the purposes of a bona fide amalgamation or reconstruction; or

6.6.6 the presentation of a petition for the winding up of the Customer or an administration order in relation to the Customer; or

6.6.7 the Customer ceasing or threatening to cease to carry on its business.

6.7 "Associated Company" shall mean a subsidiary or holding company of the Customer (as defined in Section 736 of the Companies Act 1985) or any company in which the Customer or any such subsidiary or holding company,

firm or business of which any director for the time being of the Customer is a partner in or in which he has an interest (whether directly or indirectly) of 20% or more of its share capital or its assets (as the case maybe).

6.8 If the Customer fails to pay the Company any sum owing on the due date or any credit limit is exceeded or if there is a material change in the constitution of the Customer or an Associated Company or the Customer or an Associated Company becomes insolvent or if the Customer is in breach of any term of this Contract and fails to remedy such as the breach after being requested to do so, the full balance outstanding on any account between us and the Customer shall become immediately payable and we shall be entitled to do any one or more of the following (without pre other right or remedy it may have):-

6.8.1 Require payment in cash or cleared funds in advance of delivery of undelivered goods; or

6.8.2 Cancel or suspend any further delivery to the Customer under any contract; or

6.8.3 Charge the Customer interest on the balance of monies due to the rate of 8% per annum above Lloyds Bank prevailing base rate in force from time to time from the date the payment became due until actual payment whether before or after Judgment.

7. Ownership and Risk

7.1 The ownership of the goods shall remain with us until the Customer has paid all sums owed by the Customer to us.

7.2 Risk in the goods shall pass to the Customer when the goods are delivered to, or collected by, the Customer or its agents.

7.3 Until title passes the Customer will hold the goods as fiduciary agent and bailee for the company shall keep the goods separately stored, protected, insured and identified as the company's property.

7.4 The Customer is licensed by us to use or agree to sell the goods in the ordinary course of its business subject to the express conditions that the proceeds of any sale or insurance proceeds received in respect of the goods are held in trust for us and are not mixed with other monies or paid into an overdrawn bank account and shall at all times be identifiable as the Company's money.

7.5 We may at any time revoke the power of sale and use granted to the Customer and receive and resale the goods in which the title shall not have passed to Customer. We by our servants or agents shall be entitled to access to the Customer's premises or those to which the Customer has right of access where the goods or some of them are stored or thought to be stored for the purpose of repossession at any time.

7.6 Should the Customer alter the products by subjecting them to any manufacturing process or incorporating them into any other production mixing them in any way we own the resulting product (altered goods) until payment due under all contracts between us and the Customer has been made in full and all the company's rights under these clauses shall extend to the altered goods.

8. Warranties and Liability

8.1 If the Customer deals as a Consumer any provision of this clause 8 which is of no effect shall not apply. The statutory rights of a Customer dealing as a Consumer are not affected by these Terms.

8.2 In this Clause "the defect" means the conditions and/or any attribute of the goods and/or any other circumstances which but for the effect of these Terms would have entitled the Customer to damages.

8.3 Where the Customer is not buying as a consumer, no representation or warranty is given as to the suitability of or fitness of the goods for any particular purpose and the Customer shall satisfy itself in this respect.

8.4 Where the Customer is not buying as a consumer, the Customer expressly acknowledges that they have not relied on the skill and judgment of the Company in selecting the Goods for any purpose.

8.5 The Customer undertakes no responsibility for the suitability of site foundations or for support of any nature or compliance with any laws which the Customer may be bound by or must observe.

8.6 The Customer acknowledges that the Goods may be natural products and as such they may vary in texture/grain and/or colour from any descriptions given, samples supplied and/or from different batches and that samples are only an indication and not a guarantee of size, quality or colour of the goods to be supplied.

8.7 The Customer agrees to follow such instructions for storage, handling, installation and maintenance as are supplied by us and the customer acknowledges that we shall have no liability under this clause 8, for any failure by the Customer, or their representatives, in following those instructions.

8.8 The Customer shall satisfy itself that the quantity of goods ordered is sufficient for its purposes taking into account that it is recommended that an additional 10% of the goods should be allowed for wastage during installation.

8.9 Any complaint or query regarding the goods must be presented to us within 10 days of delivery.

8.10 subject to clauses 8.1 to 8.9 above, we will make good any shortage or non-delivery, and/or as appropriate and at our discretion, replace, or repair, any goods found to be damaged, or which are defective by reason of faulty materials or workmanship.

8.11 Subject to Clause 8.1 of these Terms we shall not be liable by reason of any misrepresentation (unless fraudulent) or any breach of warranty condition or other term express or implied or any breach of duty (common law or statutory) or negligence (except for death or personal injury caused as a result of our negligence).

8.12 We do not accept liability if the defect:

8.12.1 arises from fair wear and tear; or

8.12.2 arises from wilful damage negligence abnormal working conditions mis-use alteration or repair of the goods failure to follow British Standard or industry instructions relevant to the goods or storage of the goods in unsuitable conditions (unless caused by our act or omission).

8.13 After discovery of the defect the Customer agrees to give us a reasonable opportunity to inspect the Goods before they are used or in any way interfered with.

8.14. If the defect would have been apparent on a reasonable inspection at the time of unloading, the customer shall give us written notice of any claim within two working days of the unloading.

8.15 If the goods are manufactured, processed or milled by

us to the design quantity measurement or specification of the Customer or its agents then:

8.15.1 The Customer will unconditionally fully and effectively indemnify the Company against all loss damages cost on an indemnity basis and expenses awarded against or incurred by the Company in connection with or paid or agreed to be paid by the Company in settlement of any claim for infringement of any patents copyright design trademark or any other industrial or intellectual property rights of any other person.

8.15.2 The Customer will further unconditionally fully and effectively indemnify the Company against all loss damages costs on an indemnity basis and expenses awarded against or incurred by the Company in connection with or paid or agreed to be paid by the Company in settlement of any other claim arising from any such manufacturing processing or milling including but not limited to any defect in the Goods. This indemnity will be reduced in proportion to the extent that such loss damage costs and expenses are due to the negligence of the Company.

8.16 We do not limit our liability for:

8.16.1 death or personal injury due to our negligence;

8.16.2 fraudulent misrepresentation; and

8.16.3 any other matters where we are not permitted by law to limit our liability.

in all other circumstances, unless the Customer is a Consumer, our total liability for any one claim or for the total of all claims arising from any one act of default (whether arising from our negligence or otherwise) shall not exceed the purchase price of the Goods the subject of any claim.

8.17 Subject to clause 8.16.1, 8.16.2 and 8.16.3, we will not be liable for any indirect or consequential losses.

8.18 We shall be obliged to take instructions regarding this contract from the Customer only. If the customer appoints a third party to act on their behalf in respect of this contract, the Customer agrees to notify us of their identity in writing and shall be bound by any contract terms and conditions entered into with us, on their behalf, by the third party.

9. Where the Customer is buying Goods from Us as a Consumer, these additional terms and conditions will apply.

9.1 The terms and conditions in this clause 9 apply only to Customers who are buying the Goods as a Consumer. If you are buying from us as a business Customer, the terms and conditions in this clause 9 will not apply to the contract between us and you.

9.2 When you buy goods from us, other than when you visit our business premises to place your order with us, you have the right to cancel your contract with us within 14 days of us delivering the Goods to you.

9.3 to exercise the right to cancel, you must inform us of your decision to cancel by telling us clearly that this is what you intend to do by contacting us by email on sales@allgreengroup.co.uk

9.4 If you cancel the contract with us, we will reimburse to you all payments that we have received (less a 25% re-stocking charge), with the exception of any special delivery charges (such as any crane offloading charges and large load delivery costs). We will reimburse this no later than 14 days after we have received the goods back or after you

have notified us that you want to cancel the contract where no goods have been delivered to you yet.

9.5 If the goods have been delivered, we will collect the goods from you, and you will have to bear the direct cost of the collection. This amount will be deducted from any refund that we give to you. The cost of collection will be the same amount that we have charged you for delivery.

9.6 We will also be entitled to deduct any diminished value of the Goods resulting from your handling of the goods

(other than what is necessary for you to establish the nature, characteristics and functioning of the Goods).

9.7 If the Goods that you order from us are bespoke items, you will not have the right to cancel the order unless we agree in writing that you may do so.

9.8 If any parts of this clause 9 conflict with any other terms of this contract, clause 9 will take priority.

10. Data Protection

10.1 In this clause 10 the terms 'Controller', 'Data Subject', 'Personal Data', 'Data Processing' and 'Processor' shall have the meanings given to them in data protection laws as updated an amended from time to time and 'Process' and 'Processing' shall be construed accordingly. We and the Customer shall each process personal data in order to perform our respective obligations under this contract ("the common data"). We and the Customer acknowledge that the factual arrangement between us dictates the role of each party in respect of the data protection laws but, in most instances, we and the Customer shall each be a Controller of the common data in common with the other.

10.2 In respect of the common data, we and the Customer shall each comply with our respective obligations under all data protection laws, use all reasonable efforts to assist the other to comply with such obligations as are respectively imposed on each of us by the data protection laws and ensure that all fair processing notices have been given and/or applicable consents obtained and are sufficient in scope to enable the other party to process the common data as required in order to obtain the benefit of its rights and to fulfil its obligations under this contract in accordance with the data protection laws.

11. Force majeure

We shall not be liable for any failure to deliver the goods arising from circumstances outside its control including but not limited to war, riot, explosion, epidemic or pandemic, abnormal weather conditions, fire, flood, strikes, lockouts, Government action or regulations (UK or otherwise), delay by suppliers, accidents and shortage of materials, labour or manufacturing facilities.

12. Invalidity

The invalidity or unenforceability for any reason of any term or condition or any part of any term or condition will not prejudice or affect the enforceability of the remainder of that term or condition or any other provision of the contract.

13. Waiver

The waiver by either party of a breach or default of any provisions in this contract by the other shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party operate as a waiver of any breach or default by the other party.

14. Assignment

The Customer shall not be entitled to assign the contract without our written consent.

15. Third Parties

The contract shall not confer upon or operate so as to create any third-party rights or rights enforceable other than by the customer. The term of the Contracts (Rights of Third Parties) Act 1999 are excluded.

16. Jurisdiction and Law

The contract shall be governed by the laws of England and Wales and both parties submit to the exclusive jurisdiction of the English Courts.