

CONDITIONS OF SALE

All orders are based on the conditions stated below. An order is treated as made on the dispatch of the company's Acknowledgement form and these conditions apply from that date. This catalogue is intended solely for members of the nursery trade and associated businesses.

We produce a separate catalogue for people who fall outside this remit.

- PRICES** Prices stated are wholesale ex-nursery and subject to change without notice. Prices are exclusive of V.A.T. which will be charged at the current rate.
- AVAILABILITY** All items offered subject to availability.
- QUALITY** Whilst every care is taken to supply stock of the highest quality to name, no warranty shall be given or implied as to the quality, true to name or condition of the goods supplied. The company will not be responsible for the condition or quality of the goods after delivery by the company or collection by the customer or for any contingent or consequential loss.
- PLANT SIZE** All plant sizes are estimated and may vary slightly from those on all documentation.
- CREDIT** New customers may be requested to send two trade references and a bank reference with their first order. We reserve the right in the first year of trading to ask for payment by proforma or bankers draft and to limit credit for all customers to the value of their largest previous single transaction.
- PAYMENT** Payment is due 30 days from the date on the invoice. A credit surcharge of 10% per month will be levied on all invoices which shall remain unpaid after the due date for payment. All charges incurred in recovering debts will be charged to the customer.
- OWNERSHIP** It is understood that legal title to the goods supplied will not pass to the customer until full payment is received by the company. Should the purchaser appoint a trustee in bankruptcy, receiver or liquidator, having disposed of the goods to a third party, then the proceeds from the sale of goods should first be used to satisfy the company accounts.
- RECLAMATION OF GOODS** The company reserves the right to up lift goods supplied if payment is not received after seven days written notice has been given.
- CANCELLATIONS** The company reserves the right to notify the purchaser to complete the order and if the terms of this notification are not complied with, reserve the right to demand 50% of the value of the whole order as liquidation damages, as this order is then treated as cancelled. Availability is limited to replacement of goods or credit refund at cost. Errors or omissions excepted.
- SUPPLY** All orders in whole or part not taken up within 60 days of agreed date will be deemed to be cancelled. Liquidation damages will ensue as per these conditions.
- COLLECTIONS** We cannot accept responsibility for any plants not adequately protected leaving the nursery unshielded or exposed.
- DELIVERY** The seller shall not be liable for any failure to deliver the goods outside the control of the seller, i.e. adverse weather etc.
- PACKAGE & CARRIAGE.** Unless otherwise stated delivery and special packaging will be charged at cost.
- COMPLAINTS** Consignments must be carefully examined on receipt and any complaints notified by telephone within two working days and confirmed in writing within seven days. Failure to do so will render any complaint void.
- DISPUTES** In the event of any dispute, these conditions shall have priority over any purchaser conditions.
All terms and conditions of sale operate as a contract under English law and any disputes the parties to said contract agree to submit to the jurisdiction of England
- PLANTING** All the above conditions apply unless covered by an individual contract where terms are agreed in writing otherwise all above apply, no warranty is given or implied unless a full maintenance agreement in place

The placing of an order implies the customer acceptance of these terms and conditions.

CONVERSION TABLE

10cm - 15cm = 4 - 6 inches	15cm - 20cm = 6 - 8 inches
20cm - 40cm = 8 - 15 ins.	30cm - 40cm = 12 - 15 ins.
30cm - 45cm = 12 - 18 ins.	40cm - 60cm = 15 - 24 ins.
45cm - 60cm = 18 - 24 ins.	60cm - 90cm = 2 - 3 feet
90cm - 120cm = 3 - 4 foot	120cm - 150cm = 4 - 5 ft.
150cm - 180cm = 5 - 6 ft.	150cm - 180cm = 5 - 6 ft.

KEY TO PLANT AGE

First numeral denotes age of seedling, second numeral denotes length of time as transplant or undercut

- i.e
- 1 + 0 = 1 year seedling
 - 2 + 1 = 2 year seedling, 1 year transplanted
 - 1 u 2 = 1 year seedling, undercut in situ.
 - 0 + 1 = 1 year rooted cutting

AREA TABLES PLANTING DISTANCES (METRIC)

DISTANCE APART IN METRES	NUMBER PER HECTARE	NUMBER PER ACRE
1.0 X 1.0	10,000	4,050
1.5 X 1.5	4,444	1,800
1.6 X 1.6	3,906	1,582
1.8 X 1.8	3,086	1,250
2.0 X 2.0	2,500	1,013
2.2 X 2.2	2,066	837
2.4 X 2.4	1,736	703
2.5 X 2.5	1,600	648
3.0 X 3.0	1,111	450

PLANTING DISTANCES (IMPERIAL)

DISTANCE APART IN FEET	NUMBER PER HECTARE	NUMBER PER ACRE
3 ft. X 3 ft.	11,960	4,840
4 ft X 4 ft.	6,726	2,722
5 ft x 5 ft	4,305	1,742
6 ft x 6 ft	2,990	1,210
7 ft x 7 ft	2,197	889
8 ft x 8 ft	1,680	680
9 ft x 9 ft	1,327	537
10 ft x 10 ft	1,075	435