

Mahood Brothers Limited

Terms and Conditions of Sale

This cancels all previous issues and is subject to withdrawal without prior notice. E & O.E.

1. **Prices.** All prices quoted are nett and exclusive of V.A.T. We reserve the right to change prices if necessary. Plants will be invoiced at prices ruling at time of despatch or collection. We reserve the right to add a handling charge for small quantities.
2. **Credit Account Customers.** To enable provision of an account facility new customers will be required to satisfactorily complete a Mahood Brothers Limited - Credit Account Application Form.
3. **Payment.** Account customers – payment strictly 30 days from date of invoice. Interest at a rate 2% will be charged to overdue accounts. Non account customers are requested to make payment on delivery or collection.
4. **Legal Title.** All goods, whether collected or delivered, remain the property of Mahood Brothers Limited until paid in full. However, the liability for the goods shall pass to the customer upon receipt of delivery.
5. **Quality Guarantee.** All goods should be examined upon receipt. In the event of any plants being less than satisfactory, we require notification in writing within seven days. All other claims including consequential loss are excluded. We cannot be held responsible for losses beyond our control.
6. **Cancellation.** Cancellation of orders must be in writing. If an order is cancelled either wholly or partially, we reserve the right to charge 30% of the value cancelled.
7. **Stock.** All plants are offered subject to crop and being unsold upon receipt of order. We reserve the right to substitute without notification, one variety to the nearest unless otherwise specified by the customer.
8. **Label liability.** All care is taken to supply stock that is true to name. It is the customer's responsibility to check accuracy of labels upon receipt of delivery. Errors must be notified within seven days, and Mahood Brothers Limited will be liable to replacement of labels within 3 days.
9. **Reserve Ordering.** A delivery date will be confirmed for all reserve orders. We will notify customers when reserve stock is at its best for delivery. We reserve the right to sell all stock that is not taken immediately. Our Terms & Conditions will apply to all deliveries from reserve orders.
10. **Delivery.** Prices listed are for FREE delivery to UK mainland to one site, provided the order value is over £500.00 excluding V.A.T. We will endeavour to deliver all orders received before 5.30p.m. Monday within that week, provided the order value is over £500.00 excluding VAT and the round trip is within one days travel from the Mahood Brothers Ltd. nursery. Orders below £500.00 excluding VAT will usually be scheduled within 10 working days and maybe subject to an additional delivery charge by agreement. Non-mainland deliveries will incur additional carriage charges by agreement. Most deliveries are made using tagged Danish Trolleys. Trolleys must be exchanged on a one to one basis at time of delivery. Trolleys not exchanged at time of delivery maybe charged for at replacement value and then credited upon subsequent return.
11. **Fuel Surcharge.** We reserve the right to add a fuel surcharge should the price of diesel rise above £1.50/litre

The placing of an order constitutes acceptance of these terms and conditions