

# Olive and Moss Limited

## Terms and Conditions

### 1 Application of Conditions

- 1.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with any quotation or offer of the Seller which is accepted by the Buyer, or any order of the Buyer which is accepted by the Seller,
- 1.2 These Conditions shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.

### 2 Basis of Sale

- 2.1 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller.
- 2.2 Sales literature, price lists and other documents issued by the Seller in relation to the Goods are subject to alteration without notice and do not constitute offers to sell the Goods which are capable of acceptance.
- 2.3 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on

### 3 Online Sales

- 3.1 The Buyer will not engage, directly or indirectly, in any sales of Olive & Moss products on any website which does not fall under the direct control of the Buyer without the specific written consent of the Seller.

### 4 Orders and Specifications

- 4.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in writing by the Seller's authorised representative.
- 4.2 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller, who shall be entitled to claim compensation of 50% of the order value.

### 5 Payment

- 5.1 Payment is due on notification that the goods are ready for delivery unless credit terms have been agreed at the time of placing the order.
- 5.2 All payments must be made by cheque or bank transfer unless an alternative method of payment has been agreed with the Seller.

### 6 Delivery

- 6.1 The Delivery Date is approximate only and time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the Delivery Date upon giving reasonable notice to the Buyer

### 7 Inspection/Shortage

- 7.1 The Buyer is under a duty whenever possible to inspect the Goods on delivery or on collection as the case may be.
- 7.2 The Seller shall be under no liability for any damage or shortages that would be apparent on reasonable careful inspection if the terms of this clause are not complied with and, in any event will be under no liability if a written complaint is not delivered
- 7.3 The Seller shall make good any shortage in the Goods and where appropriate replace any goods damaged in transit as soon as it is reasonable to do so, but otherwise shall be under no liability whatsoever arising from such shortage or damage.

### 8 Risk and Retention of Title

- 8.1 Risk of damage to or loss of the Goods shall pass to the Buyer at:
  - 8.1.1 in the case of Goods to be delivered at the Seller's premises, the time when the Seller notifies the Buyer that the Goods are available for collection; or
  - 8.1.2 in the case of Goods to be delivered otherwise than at the Seller's premises, the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.
- 8.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, legal and beneficial title of the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price
- 8.3 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain the property of the Seller, but if the Buyer does so all money owing by the Buyer to the Seller shall (without prejudice to
- 8.4 The Seller reserves the right to repossess any Goods in which the Seller retains title without notice. The Buyer irrevocably authorises the Seller to enter the Buyer's premises during normal business hours for the purpose of repossessing the Goods in which
- 8.5 The Buyer's right to possession of the Goods in which the Seller maintains legal and beneficial title shall terminate if:
  - 8.5.1 The Buyer commits or permits any material breach of his obligations under these Conditions;
  - 8.5.2 The Buyer enters into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with his creditors;
  - 8.5.3 The Buyer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors;

### 9 Assignment

- 9.1 The Seller may assign the Contract or any part of it to any person, firm or company.
- 9.2 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Seller.

### 10 Buyer's Default

- 10.1 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:-
  - 10.1.1 cancel the order or suspend any further deliveries to the Buyer;
  - 10.1.2 charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of ten per cent per annum above National Westminster Bank plc base rate from time to time, until payment in full is made (a part of a month being treated as

### 11 Limitation of Liability

- 11.1 the Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the
- 11.2 the Seller shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (

### 12 Confidentiality, Publications and Endorsements

- 12.1 The Buyer undertakes to the Seller that:-
  - 12.1.1 the Buyer will regard as confidential the contract and all information obtained by the Buyer relating to the business and/or products of the Seller and will not use or disclose to any third party such information without the Seller's prior written consent
  - 12.1.2 the Buyer will not use or authorise or permit any other person to use any name, trademark, house mark, emblem or symbol which the Seller is licensed to use or which is owned by the Seller upon any premises note paper visiting cards advertisement or other
  - 12.1.3 the Buyer will use all reasonable endeavours to ensure compliance with this Condition by its employees, servants and agents.
- 12.2 This Condition shall survive the termination of the Contract.

### 13 Severance

If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby

### 14 Third Party Rights

A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

### 15 Governing Law and Jurisdiction

The Contract shall be governed by the laws of England and the parties agree to submit to the exclusive jurisdiction of the English courts.