

TERMS AND CONDITIONS OF SALE

EQUESTRIAN DIRECT LTD (hereinafter referred to as Equestrian Direct or the company)

1. Acceptance of Terms

- a) Equestrian Direct will sell goods and/or services and the proposed/buyer will purchase goods and/or services only to the conditions set out hereunder unless previously amended by Equestrian Direct in writing.
 - b) Samples of goods offered are selected at random, sent in good faith, but are visual guides only. There is no express or implied conditions that goods supplied will be identical or similar to the samples supplied. If there shall be any discrepancy between a specification and a sample the description contained in the product information sheet shall prevail.
 - c) All quotations are void if not accepted within thirty days of utterance. Equestrian Direct reserve the right to absolutely pass on to the purchaser any unexpected increase in the cost of providing the goods or service required by the buyer.
 - d) Should any documents uttered by the buyer or Equestrian Direct evidencing the Terms of Contract conflict, Equestrian Direct's Terms of Contract will prevail.
 - e) Acceptance of quotations includes acceptance of all terms and conditions set out hereunder.
 - f) Equestrian Direct accepts no liability for loss of earnings as well as additional costs, which may be incurred for whatever reason.
 - g) Products are manufactured to Equestrian Direct's specifications. Some products may be manufactured from reclaimed materials. These may vary in size by up to 5% from the intended specification and may include 0.05% foreign matter.
 - h) The company takes every precaution in the preparation of its catalogues technical circulars price lists and other literature these documents are for the customer's general guidance only and statements made therein shall not constitute representations by the company and the company shall not be bound by them. If the customer requires advice in relation to the Goods or Services a specific request for advice should be made in writing.
 - i) If the customer is an individual or group of individuals the customer agrees that the company may process the customer's personal data for use in marketing or direct mailings, if not please inform us by post immediately.
 - j) In the case of orders given by the customer verbally, whether by telephone or otherwise, the record made by the company of such orders shall be conclusive and binding.
 - k) If a 'contractor' is recommended it is provided in good faith only, the company shall not be liable for any services or goods provided by the 'contractor'. All liability will be limited to the customer and their chosen 'contractor.'
- Equestrian Direct will not be liable for any installations carried out by a third party.

2. Delivery

- a) Each delivery or consignment shall stand as a separate contract. Failure or delay in one delivery shall not invalidate the contract as a whole, or entitle the buyer to defer payments for any previous or remaining delivery.
- b) Clerical errors written or verbal are subject to correction.
- c) It is the buyer's responsibility to supervise all deliveries on and off the premises.
- d) Date and time of delivery are given in good faith but are estimates only, but circumstances beyond our control may result in time of delivery being altered. Time for delivery shall not be of the essence of the contract.
- e) Equestrian Direct cannot be held liable for financial responsibility of deliveries which are delayed due to unforeseen circumstances (i.e. manufacturing breakdown / traffic delays).
- f) Equestrian Direct may supply material in its own vehicle or a suitable vehicle specially hired for the purpose. The buyer must ensure that all sites where the vehicle(s) are to discharge bulk materials are safe for the vehicles and tipping trailers.
- g) No liability will attach to Equestrian Direct in the event that unsuitable or unsafe for deliveries are damaged when delivery is made. The buyer accepts absolutely and will reimburse Equestrian Direct for any damaged occasioned to the vehicles used for delivery if such damage is caused by an unsuitable or unsafe site.
- h) The delivery vehicle will not be moved from the roads, hard standing or other suitable off-loading sites, unless the driver is specifically requested to do so by the purchaser or his agents. In the event that such a vehicle move is requested and the driver agreed (see paragraph i. below), the buyer will be responsible for any damage to the vehicle or site that may be caused.
- i) Equestrian Direct allows the buyer 15 minutes free of charge in which to find a safe site and allow the vehicle to discharge its load unhindered. Delay above and beyond 15 minutes and not of Equestrian Direct making, will be charged at £65 per hour or pro-rata.
- j) Goods requiring special appliances for unloading (i.e. forklift truck) from the delivery vehicle are delivered only on the understanding that such appliances are made available by the buyer at the destination.
- k) The driver of the vehicle delivering Equestrian Direct products has total right of judgement on the safe discharge on any site.
- l) Sizes of vehicles are given as reference only and may be different upon delivery unless details are specifically requested prior to delivery.
- m) It is the customer's responsibility to ensure that the correct vehicle size is ordered to access the property.
- n) Any customer wishing to postpone or cancel any order must do so in writing, giving at least 7 working days notice to Equestrian Direct, otherwise they will forfeit a 10% cancellation fee of the total invoicing amount.
- o) If the delivery vehicle 'off loads' the product it is understood that the customer has accepted the product as seen.
- p) If the customer rejects to have the product 'off loaded' the delivery will return to base. The customer will be charged haulage costs incurred from and to base accordingly and any other costs incurred.

3. Claims

- a) Claims based upon those defect of quantity, quality or condition which should be apparent upon reasonable examination, shall be made immediately know by telefax or telephone to Equestrian Direct and written confirmation despatched within two business days or arrival of goods at the destination to which they have been consigned. In the event of no written complaint being made within the allocated time, the buyer will be held to have accepted the material as satisfactory for the purpose.

b) While the Company will make every effort to supply material strictly in accordance with the quality or specification ordered, if any of the material supplied are proved to be defective or not of the correct quality or specification ordered, the Company's liability will be limited to the free replacement of material as unsatisfactory. In no circumstances will the Company be liable for consequential loss or damage caused or arising by any reason or any fault in any of the materials supplied and it is specially declared that defects which become that defects which become apparent only after the materials have been used will not entitle the customer to any claim in excess of the invoice price of the materials supplied. The customer shall not be entitled to waive any right to reject goods or claim any damages whatsoever for short delivery howsoever caused.

c) All pallets supplied with Equestrian Direct product's are provided free of charge. The buyer will use or dispose of these pallets, as they feel fit without cost or recourse to Equestrian Direct even if supplied to a third party.

4. Property and Risk

a) The property of any goods supplied by Equestrian Direct shall not pass to the buyer until Equestrian Direct has received payment in full even if supplied to a third party; (i) for the goods supplied (ii) for all other goods subject to any other contract between the seller and the buyer which at the time payment of the full price of the goods supplied have been delivered to the buyer, not paid for in full.

b) In the event that the buyer is in default of any payment to Equestrian Direct or announces that it is ceasing to trade, suspends payment and/or notifies any of its creditors that it is unable to meet debts or that it is about to suspend payment of its debts or enter into a composition or arrangement with or makes any assignment for the benefits of its creditors or a receiver is appointed of the buyer's property or assets or any part thereof or that a Court order is made or a resolution passed for the winding up of the Customer (being a Limited Company) except for the purposes of reconstruction or amalgamation or that the buyer commits any act of bankruptcy, Equestrian Direct shall be entitled forthwith to enter the buyer's premises and repossess its goods.

5. Buyer's Default

In the event of the buyer failing to accept deliveries or failing to pay for the storage of the material (whichever is its duty under contract) by the last day of contract period otherwise than as a result of force majeure, the quantity not delivered against the mean contract quantity shall be deemed as default.

a) Sell the goods at the market price for the account of the buyer and may charge rent, interest and any other reasonable expenses and deduct these from any sum so realised prior to paying any balance over to or claiming any shortfall from the buyer; or

b) Claim damages to be settled by arbitration, such damages not to exceed the difference between the contract price and the market price on the day of default, this being that day after the last day on which the contract could have been performed.

6. Payment Term

- a) Orders are to be paid in full prior to despatch.
- b) All goods will be quoted for and priced nett, VAT will be added at the rate prevailing at the date of the invoice when rendered.
- c) Payment is due before goods are dispatched, if, after the due date any amount due shall remain unpaid Equestrian Direct may, having so informed the buyer in writing and at his sole discretion, charge interest on the principle sum due to a maximum of 5% above the HSBC Bank Plc base rate for the time being force. If payments are not received by the due date, then any discretionary discount that had been allowed will be disallowed and the full invoice price will be due.
- d) Any option granted by Equestrian Direct to the buyer under this clause whether expressed to be credit charge, interest or otherwise is granted without prejudice to Equestrian Direct right to demand immediate payment of the full or any lesser amount together with any credit charges and interest accrued after the due date.
- e) No variation of these payments terms shall be valid unless confirmed by Equestrian Direct in writing.
- f) E. & O.E

7. Sales by Volume

a) It is understood that where Equestrian Direct is supplying fragmented wood, wood particles or organic materials, the quantities supplied shall not be measured in weight, but only by volume and variation in weight within normal commercial limits will not justify complaint in respect of shortfall on the delivery and no price reduction will be made in respect thereof.

b) The volume supplied is measured at the loading point by required parties according to a standard procedure, specific details of which are available from the Company on request.

8. Security

Equestrian Direct will be entitled at any time to require a buyer to provide financial status and/or security for purchase price unpaid and in the event of a buyer being unable to provide suitable reference and guarantees or security, Equestrian Direct will be entitled to withdraw from any existing contracts without liability.

9. Law

The contract shall be governed by English Law.

10. Arbitration

All disputes differences or questions at any time arising between the parties as to the construction of the contracts or as to any matter or thing arising out of the contract or in any way connected therewith shall be referred to the arbitration of a single arbitrator who shall be agreed between the parties or who failing such agreement shall be appointed at the request of either party by the National chairman or the British Association of Landscape Industries, (BALI). Costs of any such arbitration to be met equally between parties. The arbitration shall be in accordance with the Arbitration Act 1950 or any statutory modification or re-enhancement thereof for the time being in force.

11. Force Majeure

In the event of any description of force majeure the company will not be liable for any loss, damage or expenses incurred and the customer shall not be entitled to terminate the contract.

12. On payment of invoice it is understood that you the customer has acknowledged and accepted all of the above terms and conditions set out by Equestrian Direct.