

# PROLINE BOTANICALS LIMITED: TERMS AND CONDITIONS OF SALE

Any orders placed by the buyer implies acceptance of the terms specified herein

## PRICES

- 1) All prices quoted are on the basis of final confirmation at the time of order. Proline Botanicals Limited reserves the right to alter prices and will advise any changes at the time of order.
- 2) Proline Botanicals Limited reserves the right to decline or defer supply of any or all products.
- 3) Prices quoted will be on a specified basis as regards delivery and are exclusive of VAT where appropriate unless otherwise specified.
- 4) Unless otherwise indicated, all prices are in pounds sterling.

## DELIVERY

- 5) Proline undertake and warrant to deliver goods in good order and condition up to the point of delivery / collection specified in the pricing terms.
- 6) Any claim in respect of non-delivery or damaged or missing goods must be made in writing within 7 days of the delivery being made and such goods must be signed for on this basis.

## QUALITY

- 7) Proline undertake and warrant to deliver goods of an agreed and merchantable quality.
- 8) Notwithstanding any statutory obligations Proline operate an unconditional policy to accept return of goods provided:
  - a) Goods are of a reusable nature and have not been manufactured to a specific customer requirement unless the cause of the return is a result of non-conformity to an agreed specification.
  - b) Goods have not been tampered with, contaminated or otherwise rendered unusable.
  - c) We are advised of an intention to return goods at the buyer's cost within seven days of the delivery date.
  - d) Goods are still contained within the original packaging and identifiable as being of our manufacture.
- 9) Proline reserve the right to replace or credit the value of the goods returned at our discretion. The cost of return carriage will generally be at the buyer's cost. Proline reserve the right to make a charge on a discretionary basis for the handling of return goods where there is no apparent cause for return as a result of quality or non-conformance (usually 10% of the value of the goods).

## PRODUCT SPECIFICATION / HEALTH & SAFETY DATA

- 10) Proline gives notice that it will on request provide data / specifications / certification and health & safety data necessary to inform the buyer of the general characteristics and specific risks in handling its products.

## SUITABILITY

- 11) Proline will endeavour to the best of its abilities to provide products appropriate to the buyer's needs. However, the buyer should satisfy itself as to the ultimate suitability for the intended application and the products' conformity to any legal requirements when used in the way intended. No liability is accepted in respect of any reputed therapeutic characteristic.

## LIABILITY

- 12) Notwithstanding the companies liability insurance, Proline limits its liability in ordinary circumstances to the cost only of the goods supplied or the replacement of the same. The buyer shall attempt to minimise any such liability in the event of a claim.

## PAYMENT

- 13) The buyer agrees to honour payment against presentation of an invoice, within the agreed credit period.

## TITLE

- 14) Proline reserves title in full to the goods until such time as payment in full has been made and the buyer shall hold goods such that Proline can identify its title and legal ownership.

## ASSIGNABILITY

- 15) Any contract entered into is not assignable by the buyer without written consent of Proline.

## CANCELLATION

- 16) Proline reserves the right to make a discretionary charge in respect of a buyer's decision to cancel any contract. The contract shall be considered to be valid at the time of firm order either written or verbal.

## FORCE MAJEURE

- 17) The contract shall be subject to the usual considerations in respect of Force Majeure.

## PROPER LAW

- 18) Any contract shall ultimately be governed by English Law and both parties submit themselves to the non-exclusive jurisdiction of the English Courts.

## DATA PROTECTION ACT 1998

- 19) We may transfer information about you to our financiers, who:
  - a) May use, analyse and assess information about you, including the nature of your transactions, and exchange such information with other members of their group of companies and others for credit or financial assessment, market research, statistical analysis, insurance claim, underwriting and training purposes and in making payments and servicing their agreement with us;
  - b) From time to time may make searches of your record at credit reference agencies where you record with such agencies may include searches made and information given by other businesses, details of their searches will be kept by such agencies but will not be seen by other organisations that may make searches;
  - c) May give information about you and your indebtedness to the following:
    - i) Our or their insurers for underwriting and claims purposes;
    - ii) Any guarantor or indemnifier of your or our obligations to enable them to assess such obligations;
    - iii) Their bankers or any advisors acting on their behalf;
    - iv) Any business to whom your indebtedness or our arrangement with our financiers may be transferred - to facilitate such transfer;
  - d) May monitor and / or record any phone calls you may have with them, for training and / or security purposes;
  - e) In the event that they transfer all or any of their rights and obligations under their agreement with us to a third party, may transfer information about you to enable the third party to enforce their rights or comply with the obligations.
  - f) We will provide you with details of our financiers on request, including a contact telephone number if you want to have details of the credit reference agencies and other third parties referred to above from whom they may give information about you. You also have the right to receive a copy of certain information they hold about you if you apply to them in writing. However, a fee will be payable.

## ORGANIC PRODUCTS

- 20) Products identified as ORGANIC are certified by Organic Farmers & Growers 'Organic Certification UK2'.