

All plants and trees are offered subject to crop, and classed as unsold until receipt of official order. Should we be out of stock of any variety or size, the nearest variety of size available will be substituted unless otherwise instructed.

All prices quoted are Net. Accounts are due 28 days from invoice date. Interest at the rate of two percent per month will be added to overdue accounts.

Title and risk. For the purpose of section 12 of the Sale of goods act 1979, the company shall transfer only such title or rights in respect of the goods as the company has and if the goods are purchased from a third party shall transfer only such title or rights as that party has and has transferred to the company.

Risk in the goods shall pass to the purchaser when the goods are delivered to, or collected by, the purchaser, or its agents.

Notwithstanding risk in the goods passing in accordance with the preceding paragraph hereof title in the goods shall remain with the company and shall not pass to the purchaser until payment is received by the company for the goods and no other amounts are outstanding from the Purchaser to the company in respect of any goods supplied by the Company under any other contracts.

As the insurable risk in the goods shall pass to the Purchaser as soon as the goods are delivered to him or to his agent or order and pending disposal the Purchaser shall keep the goods insured in the amount of the price at which the goods are sold to the Purchaser against all insurable risks. If the goods are destroyed by an insured risk prior to the same being paid for by the Purchaser, the Purchaser shall receive the proceeds of any such insurance as trustees for the Company.

Orders are dealt with in rotation where possible, and are normally delivered by road.

Whilst all care is taken to supply stock of the highest quality and true to name, no warranty expressed or implied is given as to description, productiveness, or any other matter. We cannot be held responsible for plant welfare after delivery has been accepted.

No complaint will be entertained unless it is received in writing within seven days of delivery.

Should an unfulfilled order be cancelled by the buyer, the Company reserves the right to demand thirty per cent of the order value as liquidated damages without the need to prove its action.

The placing of an order with us implies the customer's acceptances of these Terms and Conditions.

All plants are quoted at ex nursery prices unless instructed in writing to the contrary. A delivery charge will be made and this will be based on value of goods against cost of delivery. An estimate of delivery charges can be given at time of ordering.

All images/pictures/photos are for illustration only, and may not represent the goods on offer.

#### Return/Refund/Cancellation Policy

If you are not happy with the product once it arrives, you have 48 hours to contact us to report any problems and then seven working days to return it in the condition it was sent.

A full refund will be offered on the product. The cost of the return of the item will be at your own expense.

Stock ordered by mistake will be refunded if notified straight away, stock already dispatched will have a re-stocking fee of 30% of the total value of the stock ordered.

No re-funds, credits or replacements will be offered after 7 working days on any live stock, which includes trees/shrubs/plants etc.

Meredith Nurseries 2010