

TANDEE & VAN DEN BERK NURSERIES LIMITED

GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES (B2B & B2C COMBINED VERSION)

These Conditions apply to all sales of Goods and Services by Van den Berk UK Limited to both business customers (B2B) and individual consumers (B2C). Where rights differ between businesses and consumers, this is clearly indicated. Nothing in these Conditions affects any mandatory statutory consumer rights.

1. Definitions

Affiliate: any entity that Controls, is Controlled by, or is under common Control with another entity.

Applicable Law: all applicable national and international laws and regulations.

Business Day: a day other than a Saturday, Sunday or public holiday in England.

Conditions: these terms and conditions.

Contract: the agreement formed between the Supplier and the Customer, including these Conditions and any Order.

Customer: the business or consumer purchasing Goods or Services.

Deliverables: the Goods and/or Services.

Goods: plants, trees or other physical goods supplied under the Contract.

Location: the delivery address stated in the Order.

Order: the Customer's order for Deliverables.

Price: the price payable for the Deliverables.

Services: planting or related services supplied under an Order.

Supplier: Tandee & Van den Berk Nurseries Limited, Barnwell Road, Thurning. Nr. Oundle. Peterborough PE8 5RH. Companies House reg.no. 16001393.

Warranty Period: as set out in Clause 12.

2. Application of These Conditions

- These Conditions apply to all Orders.
- Additional or conflicting terms proposed by the Customer do not apply unless agreed in writing.

- For consumers, these Conditions do not override statutory rights under the **Consumer Rights Act 2015** or the **Consumer Contracts Regulations 2013**.

3. Orders

- An Order constitutes an offer to purchase Deliverables.
- A Contract is formed only when the Supplier confirms acceptance in writing or delivers the Goods.
- Consumers will receive all legally required pre-contract information before the Contract is formed.
- All Orders are subject to the availability of Goods.

4. Goods

- Goods are as described in the Specification.
- Actual appearance, size, and colour may vary due to the nature of living plants.
- The Supplier may amend Specifications as required by law or industry standards.

5. Services

- Services will be performed with reasonable care and skill.
- The Customer must ensure underground utilities at the Location are clearly marked.
- The Customer must secure any required permissions for planting.

6. Price & Transparency

6.1 Business Customers

- Prices are exclusive of VAT unless stated otherwise.
- Additional charges (delivery, insurance, inspections) may apply.

6.2 Consumers

- Prices are shown **inclusive of VAT** and all mandatory charges.
- Delivery costs are displayed clearly before checkout.

6.3 General

- The Supplier may change prices before acceptance of an Order.
- If changes occur after the Order (e.g., due to regulatory changes), Consumers may cancel the Order and receive a refund.

7. Payment

- Payment must be made in full before dispatch unless agreed otherwise.
- For businesses, payment terms, credit limits and interest charges may apply.
- Consumers will never be charged unlawful additional fees.

8. Delivery of Goods

- Delivery dates are estimates.
- Goods are delivered DPU (kerbside), unless otherwise stated.

8.1 Risk Transfer

- **Consumers:** risk transfers only when the Goods are physically received by the consumer.
- **Businesses:** risk transfers on delivery to the Location.

8.2 Failure to Accept Delivery

- If a Customer fails to take delivery, additional storage or redelivery charges may apply.

9. Consumer Right to Cancel (Cooling-Off Period)

This clause applies **only to consumers** purchasing at a distance or off-premises.

- Consumers may cancel the Contract within **14 days** of receiving the Goods.
- Perishable Goods (e.g., plants with limited lifespan) may not be eligible for cancellation once delivered, as permitted by law.
- To cancel, consumers must notify the Supplier using the provided cancellation form or by email.
- Refunds will be issued within 14 days of receiving returned Goods.

10. Inspection and Acceptance

10.1 Business Customers

- Must inspect Goods on delivery and notify the Supplier of visible defects within 5 Business Days.

10.2 Consumers

- Consumers are encouraged to inspect Goods but are not bound by strict inspection deadlines.
- Statutory rights apply where Goods are not of satisfactory quality or not as described.

11. Title

- Title passes when the Supplier receives full payment.
- Until then, Goods must be stored safely and identifiable as belonging to the Supplier.

12. Warranty and Consumer Rights

12.1 General Warranty

The Supplier warrants that Goods will:

- conform to the description;
- be free from material defects;
- be of satisfactory quality.

12.2 Consumers (Statutory Rights)

Consumers benefit from:

- **30-day short-term right to reject defective Goods;**
- **6 months** where defects are presumed to have existed at delivery unless proved otherwise;
- **up to 6 years** to claim for non-conformity under UK law.

12.3 Exclusions

The Supplier is not liable for:

- natural variations in plants;

- damage caused by improper handling, storage or planting by the Customer;
- pest or disease development after delivery (unless already present at delivery).

13. Limitation of Liability

13.1 Consumers

Nothing in this Contract limits or excludes liability for:

- death or personal injury caused by negligence;
- fraud;
- defective products under the Consumer Protection Act 1987;
- any rights that cannot be excluded by consumer law.

13.2 Businesses

- The Supplier's total liability is limited to the Price of the Deliverables.
- The Supplier is not liable for indirect or consequential losses.

14. Force Majeure

The Supplier is not liable for delays caused by events outside reasonable control.

Consumers may cancel if a delay is substantial under consumer law.

15. Termination

- The Supplier may terminate for non-payment or material breach.
- Consumers may terminate if Goods or Services cannot be supplied within a reasonable time.

16. Notices

Notices must be in writing and sent to the addresses stated in the Contract.

17. Data Protection

The Supplier processes personal data in accordance with its Privacy Notice and UK GDPR.

18. Assignment

- Businesses may not assign rights without consent.
- Consumers may transfer warranties where allowed by law.

19. Governing Law & Jurisdiction

The Contract is governed by English law.

Consumers may bring claims in the courts of their home jurisdiction as permitted by consumer law.

END OF TERMS