

Terms and Conditions

Terms and Conditions 1. Interpretation 1.1 In these conditions: "BUYER" means the person who accepts a quotation from the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller. "GOODS" means the Goods (including any instalments of the Goods or any part for them) in which the Seller is to supply in accordance with these conditions. "SELLER" means Jenoflora Limited "CONDITIONS" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller "CONTRACT" means the contract for the purchase of and sale of the Goods. 2. Basis of the Sale 2.1 All goods sold and all services provided by the Seller are sold and provided subject to these conditions, which will govern the Contract to the exclusion of any other terms and conditions subject to which any quotation is accepted or purported to be accepted, or any order is made or purported to be made, by the Buyer. 2.2 No variation to these Conditions will be binding unless specifically identified and agreed in writing between the authorised representatives of the Buyer and the Seller. 2.3 The Seller's employees or agents are not authorised to make any representations concerning the Goods or Services unless confirmed by the Seller in writing. In entering into the Contract the Buyer acknowledges that it does not rely on any such representations, which are not so confirmed. 2.4 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the Services, or the storage, application or use of the Goods which is not confirmed in writing by the Seller is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller will not be liable for any such advice or recommendation which is not so confirmed. Except as expressly warranted in writing by the Seller to the Buyer, no warranty is given that the Goods are fit for any particular purpose or will meet any particular performance figures of tolerances. 2.5 All information supplied to the Buyer by the Seller in relation to the Goods or Services before a Contract is made (including without limitation to a tender) and the descriptions and illustrations contained in the Seller's catalogues, price lists, price guides and other advertising media (including without limitation the Seller's web-site) are approximate, being a general description by way of identification only and such information and descriptions will not in any circumstances constitute a sale by description, nor will any statement made in any such document, on the Seller's web-site or any other electronic media, or any other statement made, whether orally or in writing, by or on behalf of the Seller, be deemed to be a representation by which the Buyer has been induced to enter the Contract. 2.6 Unless otherwise expressly agreed in writing, any specimen of Goods, which may be submitted by the Seller to the Buyer, is intended for the purposes of identification and illustration only and the Contract will not be deemed to be a sale of the Goods by sample. 2.7 Any typographical, clerical or other error or omission in any sales literature, quotation, catalogue, price list, acceptance of offer, invoice or other document or information issued by the Seller (including without limitation on the Seller's web-site) will be subject to correction without any liability on the part of the Seller.

Orders and Specifications

3.1 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.

3.2 The Buyer shall be responsible for ensuring the accuracy of the terms of any order.

3.3 At all times the Seller reserves the right to make changes in the specification of the Goods.

3.4 Orders may not be cancelled by the Buyer except with the agreement in writing of the Seller. The Buyer shall indemnify the Seller in full against all loss, costs, damages, charges and expenses incurred by the Seller as a result of cancellation.

3.5 In no circumstances shall the Buyer be entitled to return goods previously ordered by it save with prior written consent of the Seller. In applying for such consent the Buyer shall state the reason for the return and the date and number of the Seller's invoice there fix. All goods returned must be securely packaged and unless otherwise agreed by the Seller, consigned carriage paid. Acceptance of returned goods shall not, in any manner whatsoever, bind the Seller to re-imburse to the Buyer the cost of such goods or otherwise. In making any re-imbursement hereunder, the Seller shall be entitled to deduct there from any costs or expenses incurred by it in dealing with such goods.

Price of the Goods

4.1 The price of the Goods shall be the Seller's quoted ex-works price (excluding VAT). All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer.

4.2 The Seller reserves the right, by giving notice to the buyer at any time before delivery, to vary the price of the Goods to reflect any change in Seller's costs beyond the control of the Seller.

4.3 Unless otherwise stated any prices quoted by the Seller are exclusive of value added tax and any other taxes.

4.4 The customer shall not be entitled to make any deduction from the price of the goods in respect of any set-off or counterclaim unless both the validity and the amount thereof have been expressly agreed by the Seller in writing.

Terms of Payment If credit is authorised by the Seller then payment is due strictly thirty days after the date of invoices.

5.1 Any invoice query must be in writing within seven days of receipt.

5.2 The Seller will be entitled to interest and compensation on any overdue amounts under the provisions of the Late Payment of Commercial Debts (Interest) Act 1998 with interest continuing to run after Judgment. Failure by the company to invoice or demand payment of interest or any forbearance on its part will in no way prejudice the company's entitlement thereto.

5.3 Interest will be due and payable forthwith on demand.

5.4 The Seller will be entitled to reimbursement of all external or additional costs and expenses reasonably incurred in the enforcement of its rights under this clause including but not limited to the payment of debt recovery and/or legal fees and expenses whether incurred before or after legal proceedings. Interest on this expenditure will accrue as set out in sub-clause 5.2 hereof from the date the expenditure is incurred.

5.5 If any invoice is not paid by the due date all other invoices will become payable immediately.

5.6 Except with specific written agreement under no circumstances can contra charges, counterclaims or any other form of claim be deducted from or set off against payment of any invoices. All invoices must be paid in full and any claims agreed separately.

Delivery

6.1 Delivery terms and deadlines are always approximate and non-binding, unless they are agreed in writing and expressly designated as binding.

6.2 Delivery is subject to correct and timely delivery by our own suppliers. The agreed delivery periods and deadlines commence on the date of our order confirmation, but not before the documents, approvals, and releases to be procured by the Buyer are provided, or before payment of any agreed deposit. The delivery period will be extended by a reasonable amount in cases of force majeure, delays caused by labour unrest, or other unforeseen delays for which we are not responsible that are encountered by us, our suppliers, or during transportation.

6.3 In case of delay in a delivery date confirmed as binding, the Buyer may set us a reasonable grace period of at least 4 weeks, combined with a notice that the customer will reject our performance after expiration of the grace period. If delivery is not made within the grace period, the Buyer may rescind the agreement in a written statement. The Buyer is entitled to damages only if we, our legal representatives, executives, or employees have acted with intent or gross negligence.

6.4 Risk devolves upon the customer when the merchandise is delivered to the forwarding agent, carrier, or other person or organisation selected by the customer. This applies even if shipment is not from the place of performance or is within the same locality.

6.5 If shipment is delayed due to a reason for which we are not responsible, risk devolves upon the Buyer at the time we indicate readiness to ship.

6.6 Claims by the Buyer for shortages or damages must be made in writing to the Seller within 3 days from delivery of the Goods and the Buyer must notify the carrier (if any) immediately. Claims for non-delivery must be made in writing to the Seller within 10 days from the date of the invoice therefore. The Seller shall not be liable for any claims not made within the above periods.

Risk and Property

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer upon delivery of the Goods.

7.2 Notwithstanding delivery and the passing of risk in the Goods or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other Goods agreed to be sold by the Seller to the Buyer for which payment is then due.

7.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee and shall keep the goods separate from those of the Buyer and third parties and property stored, protected and insured and identified as the Seller's property. Until that time the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall account to the Seller for the proceeds of sale or otherwise of the Goods whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any monies or property of the Buyer and the third parties and, in the case of tangible proceeds, properly stored, protected and insured.

7.4 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold) the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the goods are stored and repossess the Goods.

7.5 Legal title in the goods shall not pass to the Buyer until all sums due on the Seller's account have been paid.

Warranties and Liabilities

8.1 The Seller gives no warranty or indemnity in respect of the Goods and, except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

8.2 Where the Goods are sold under a consumer transaction (as defined) by the Consumer Transactions (Restrictions on Statements Order 1976) the statutory rights of the Buyer are not affected by these Conditions.

8.3 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specifications shall (whether or not delivery is refused by the Buyer) be notified to the Seller within seven days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

8.4 Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation or any implied warranty, condition or other term, or any duty at common law, or under the express terms of this Contract, for any consequential loss or damage (whether for loss or profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, except as expressly provided in these Conditions.

8.5 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform, any of the Seller's obligations in relation to their Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control.

Indemnity

9.1 The Seller gives no warranty, indemnity, assurance or otherwise as to any intellectual property rights in the Goods and the Buyer acknowledges that it purchases the Goods entirely at its own risk in this regard. The Seller shall not be liable to the Buyer if the Goods infringe on their use or resale infringes any intellectual property rights of any other person or company.

Insolvency of Buyer

10.1 The Seller shall be entitled to terminate the agreement without liability by giving notice in writing to the Buyer if:

i) The Buyer is in breach of any term, condition or provision of this agreement.

ii) The Buyer makes any voluntary arrangement with its creditors, or becomes subject to an administration order, or goes into liquidation (except for the purpose or reconstruction), or if a receiver is appointed, or if an encumbrancer takes possession of any of the property or assets of the Buyer, or if the Buyer ceases, or threatens to cease, to carry on business, or if the Buyer shall commit any act of bankruptcy.

10.2 Following any of 10.1 above the Director(s) of the Buyer signing these Terms and Conditions shall be personally responsible for outstanding debts and costs of the Seller.

Credit Information

11.1 The Buyer irrevocably authorises the Seller and its servants and agents to make such enquiries from time to time as the Seller may deem necessary to obtain information and/or to investigate the creditworthiness of the Buyer including enquiries with persons nominated as trade references, bankers of the Buyer, any other credit provider, any credit reporting agency, and land titles office, the ASIC, ITSA and/or any similar body and/or related information service ["The Sources"] and including personal credit and consumer credit information and any property, business and/or solvency information. The Buyer by this clause irrevocably authorises the Sources to disclose anything about the Buyer, which is in the Sources' possession and the Buyer agrees that the Seller may disclose any information it has about the Buyer to any interested person (subject only to any obligations the Seller may have under the Privacy Act 1988 (Cth)).

Jurisdiction

12.1 The agreement shall be governed by and construed in accordance with English law and the Courts of England shall have jurisdiction to hear all disputes in conjunction with this agreement.

Severance

13.1 If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

Website

Jeno Floral Ltd will only give refunds where the goods are faulty. Refunds will be given within 7 working days of receipt of the goods being received by ourselves. It is the buyers responsibility to send the goods back to us and must get proof of postage etc.