## Prompt Settlement Terms

**Effective on all orders from 1st April 2016**

<table>
<thead>
<tr>
<th>Monthly Purchases</th>
<th>Settlement Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>£0 - £2000</td>
<td>0%</td>
</tr>
<tr>
<td>£2000 - £2999</td>
<td>2.5%</td>
</tr>
<tr>
<td>£3000 - £3999</td>
<td>3.5%</td>
</tr>
<tr>
<td>£4000 - £4999</td>
<td>4.5%</td>
</tr>
<tr>
<td>£5000 - £5999</td>
<td>5.5%</td>
</tr>
<tr>
<td>£6000 - £6999</td>
<td>6.5%</td>
</tr>
<tr>
<td>£7000 - £8999</td>
<td>7.5%</td>
</tr>
<tr>
<td>£9000 - £10999</td>
<td>8.5%</td>
</tr>
<tr>
<td>£11000 - £13999</td>
<td>10%</td>
</tr>
<tr>
<td>£14000+</td>
<td>By negotiation</td>
</tr>
</tbody>
</table>

- All UK orders under £350 will be subject to our standard delivery charge of £5.99 + VAT. Exceptions to this are:
  - For mainland Highland Scotland orders under £500 will be subject to £50 delivery charge.
  - For Scilly Isles, IOM, Scottish Islands & Channel Islands orders under £1,000 will be subject to a £100 delivery charge.
- Order before 10am for next day delivery.
- All discrepancies must be notified within 48 hours of delivery.
- Customer Return Forms can be obtained from Customer Services on 01782 567121.

- Prompt settlement is for settlement of accounts in full by the 15th of the month following the month of invoice. If a cheque is returned then any discounts allowed will be automatically re-debited together with a £25.00 bank charge. Interest will be charged at the rate then in force pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 as at the due date.
- The goods shall remain the sole and absolute property of the seller and legal and equitable owner until such time as the buyer shall have paid to the seller the agreed price together with the full price of any other Contract with the seller.

Please note that revised terms and conditions apply effective from 1st April 2016.
5.5.2 to terminate the contract with immediate effect, to dispose of the Goods as the Seller may determine and to recover from the Buyer any loss and additional costs incurred in connection therewith, including costs thereafter to resell the same and to refund to the Buyer any amount recovered which it has retained title as aforesaid as are sufficient to satisfy all its unpaid sums and costs thereafter to resell the same and to refund to the Buyer any amount recovered in excess of such unpaid sums and costs and for this purpose the Buyer hereby grants an irrevocable right and licence to the Seller to enter upon all or any of its premises or with or without vehicles during normal business hours. This right shall continue to subsist notwithstanding the termination of the contract and if the Buyer and the Seller are in any reason and is without prejudice to any accrued rights of the Seller thereunder otherwise.

5.6 Without prejudice to the provisions of this clause 6 the Buyer recognises that such of the Goods as are marked with the Seller’s own brand (which includes the words “Nature’s Blend” or similar wording) are purchased from the Seller which is the sole supplier of such Goods and the buyer shall immediately inform the Seller if it purchases from, has offered for it to be sold by or becomes aware of the existence of similarly branded goods being offered for sale by a third party.

7. SPECIFICATIONS

7.1 Unless expressly agreed in writing by the Seller all specifications and particulars of weights and dimensions submitted by the Seller are approximate only and the Seller shall have no liability in respect of any deviation therefrom. In particular, but without prejudice to the generality of the foregoing the Seller reserves the right to make any changes in the specifications of the Goods which it may require to conform with any applicable safety or other statutory requirements.

8. LIABILITY

8.1 The Seller shall not be liable to the Buyer:

8.1.1 for shortages in quantity delivered unless the Buyer notifies the Seller of any claim for short delivery within 48 hours of receipt of the Goods.

8.1.2 for damage to or loss of the Goods or any part thereof in transit (where the Goods are carried by the Seller’s own transport or by a carrier on behalf of the Seller) unless the Buyer notifies the Seller of such claim in writing within 48 hours of receipt of the Goods.

8.1.3 for defects in the Goods caused by abnormal conditions of storage, willful damage, negligence, failure to follow the Seller’s instructions (whether oral or in writing) or misuse of the Goods without the Seller’s consent.

8.1.4 for other defects in the Goods unless notified to the Seller within 48 hours of receipt of the Goods by the Buyer.

8.1.5 for claims arising in respect of any Goods which have been price marked by the Buyer.

8.2 The Seller shall not be liable under the Buyer unless the Buyer notifies the Seller in writing of the claim in question within seven days of delivery.

8.3.5 Provided no previous invoices are overdue and payment is made pursuant to clause 4.2 above the Buyer is entitled to a discount on the net price of the goods as set out from time to time in the Seller’s then current price list. All discounts will be calculated monthly in arrears and are to be deducted from payments made to the Seller. Any accrued discounts not deducted within 4 months will be forfeited.

8.4 Measures taken to prevent the Buyer from paying the balance due on the invoice.

8.5 The Buyer may find it useful to hand these forms to the party delivering the Goods although such delivery may be less than the quantity specified in the contract and in such event the Buyer will pay for the actual quantity delivered.

8.5.1 If the Buyer is in breach of any of the terms hereof and (if such breach is remediable) fails to remedy such breach within 30 days of receipt of a written notice giving full particulars of the breach and requiring it to be remedied; or

8.6 If the Seller is entitled to be deemed notified to the Buyer of any loss or injury direct or indirect (including without prejudice to the generality of the foregoing consequential loss or damage, whether for loss or profit or otherwise) resulting from defective material, faulty workmanship or otherwise however arising and whether or not caused by the negligence of the Seller its employees or agents SAVE THAT THE Seller shall accept liability for death or personal injury caused by the negligence of the Seller.

8.6.1 The Seller shall not be liable to the Buyer for any loss or damage which may be suffered by the Buyer as a direct or indirect result of the supply of any Goods by the Seller, or for any damage, loss or expense, whether actual or punitive, direct or consequential, for any claim brought by a third party arising from such sales until payment is made in full as aforesaid.

10. GENERAL

10.1 Failure by the Seller to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right nor to operate so as to prevent the Seller from exercising or enforcing such right at any time or times thereafter.

10.2 Any notice hereunder shall be deemed to have been duly given if sent by prepaid first class post, fax or telegraph to the party concerned at its last known address. Notice served by first class post shall be deemed to have been given seven days after dispatch and notices sent by fax or telegraph shall be deemed to have been given on the day of transmittal.

10.3 The contract shall be governed and construed in accordance with the Laws of England the parties hereby submit to the jurisdiction of English Courts.

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