



## Terms & Conditions for the Supply of Grapevines

Please take time to read our terms and conditions.

**A confirmed sales order is confirmation of your agreement to these Terms & Conditions**

1. For orders amounting to £500 or less (ex VAT) -The Purchaser agrees to pay the full value of the invoice on receipt in order to reserve the vines requested.

For orders exceeding £500 A deposit scheme can be offered; a minimum deposit of 50% is required once the vine order has been placed and confirmed (a proforma invoice will be issued). The Purchaser agrees to take delivery of all vines ordered, and to be responsible for the full cost of the vines ordered. Full Payment of the invoice is required by the end March 2018 **prior to delivery**. It is the responsibility of the purchaser to ensure the invoice is paid in full (Vines will not be delivered if payment in full is not received)

2. Vines are live plants. All care will be taken to fulfil your order. On occasion due to factors outside our control, your total order may not be able to be fulfilled. It is a term of this agreement that in such circumstances Haygrove Evolution Ltd shall not be held liable for any loss, economic or otherwise suffered by you as a result of non supply of all or part of your order. In these circumstances, the invoice will be adjusted pro-rata

3. The Purchaser agrees to take delivery of the vines by the end of May 2018

4. Haygrove Evolution Ltd will contact the Purchaser with a choice of delivery /collection dates up to 24hrs in advance of delivery/collection – It must be noted that deliveries must be signed for and cannot be left unattended and that the delivery service is not timed and therefore between 0900-1700 on the given date

5. The Purchaser must inspect the vines upon delivery. Any claim in respect of unacceptable quality or short delivery must be notified by email to Haygrove Evolution Ltd within 48 hours of delivery.

6. Haygrove Evolution Ltd will replace vines that are not true to type if advised within a twelve (12) month period of delivery / collection. However, it may be necessary to wait until the following planting season for replacement.

7. The Purchaser acknowledges that Haygrove Evolution Ltd can give no guarantee in respect of the following in vine propagation material; presence of phytoplasma infection, presence of bacterial infection, presence of fungal infection, presence of any other pest or disease, including *Botryosphaeria* and *Cylindrocarpon*. The vines will be delivered with an EC Plant Passport which demonstrates the scion clone plus the rootstock clone and originating nursery. The passport demonstrates the nursery is operating under the phytosanitation rules set out by the EU in respect of vine propagation.

**Company Registered Address:** Haygrove Evolution Ltd, Redbank, Ledbury, Herefordshire, HR8 2JL

**Company Registered Number:** 9223498

**VAT Number:** 201 7176 45



8. The purchaser acknowledges that Haygrove Evolution Ltd is not responsible for and makes no warranty regarding the survival rate, fruitfulness or grape quality of or in relation to the vines or regarding any other matters relating to the performance of the vines and, without limiting the foregoing, the purchaser acknowledges that the seller is not responsible for any losses (including production losses) arising due to disease or pests in the vines (as outlined above) or otherwise in relation to the performance of the vines.

9 Haygrove Evolution Ltd retain ownership of all propagating material until full payment is received (in the case of cheques, payment shall be at the time the cheque is cleared).