

# TERMS & CONDITIONS OF TRADING

These conditions apply to all contracts entered into by Parlane International Ltd (the Seller). By placing an order the Buyer agrees to deal with the Seller to the exclusion of all other terms, conditions, warranties or representations. The Seller may vary these conditions at any time subject to giving reasonable notice. The construction, validity and performance of the contract and these conditions are governed by the Law of England and the parties accept exclusive jurisdiction of the English Courts.



## 1 CARRIAGE TERMS AND MINIMUM ORDER VALUES

### MAINLAND UK

Minimum order for new accounts (first order) £750  
Minimum order for existing accounts £100  
Orders above £500 will be delivered carriage free  
Below this amount a charge of £30 will be applied.  
Overnight deliveries will incur a charge of £50

### N. IRELAND, EIRE & HIGHLANDS AND ISLANDS (STERLING)

Minimum order for new accounts (first order) £750  
Minimum order for existing accounts £250  
Orders above £750 will be delivered carriage free.  
Below this amount a charge of £50 will be applied.  
Overnight delivery is not available.

### EIRE (EUROS)

Minimum order for new accounts (first order) €1,000.  
Minimum order for existing accounts €300.  
All orders will be delivered carriage free.  
Orders over €1,000 will receive a 5% discount  
Overnight delivery is not available.

### CHANNEL ISLANDS

Minimum order for new accounts (first order) £1,000  
Minimum order for existing accounts £500  
Delivery will be charged at 10% of the shipment value.  
Overnight delivery is not available.

### EXPORT

Please contact our export sales office for a quotation.

## 2 PAYMENT TERMS

Strictly 30 days net from date of invoice, subject to credit rating.  
Pro-forma payments are accepted.  
We reserve the right to:  
Debit your account with settlement discount if deducted without prior agreement.  
Not process orders if an account is outside our terms.  
Charge interest at 2% per calendar month on any accounts remaining unpaid beyond the 30 day credit period.

Cheques should be made payable to PARLANE INTERNATIONAL LTD and sent to our Head Office at Bourton-on-the-Water, Gloucestershire GL54 2LZ.  
Payments can be made direct to our bank, details of which are on all invoices and statements.  
Credit and Debit cards are accepted by telephoning our Credit Control department on 01451 812700

## 3 SHIPMENT

Every effort is made to send a complete order where requested, however, we reserve the right to make part shipments due to external factors beyond our control.  
Where a product has been ordered and becomes available we reserve the right to make delivery without further notification. If we are notified that an order requires a delivery booking the product will be held for a maximum of 30 days before shipment or cancellation.

## 4 INTERNET SELLING POLICY

In order to maintain customers' perception of the Parlane Brands, all online sales through Amazon and eBay will be reserved for Parlane itself or exclusive online sellers appointed by Parlane. Parlane will only permit online sales of PARLANE and MADE GREEN products to be made through our customers' own websites or select, Parlane approved, third party online marketplaces. A list of such marketplaces is available upon request.

## 5 RETENTION OF TITLE AND RISK

Parlane International Ltd (Parlane) and the Buyer agree that until Parlane have been paid in full for the goods comprised in this or any other contract between them:

- The goods comprised in this contract remain the property of Parlane although the risk therein passed to the Buyer when the goods are delivered to the Buyer.
- Parlane may recover those goods at any time from the Buyer if the amount outstanding from the Buyer to Parlane in respect of goods or any part of it shall remain unpaid after the due date for payment has passed and for that purpose the Buyer irrevocably authorises Parlane or any servant or agents of Parlane to enter upon any land or building upon which the goods are situated.

- The Buyer has the right to re-sell the goods in the course of his business for the account of Parlane, (but any warranties, conditions or representations given or made by the Buyer to any third party shall not be binding on Parlane who should be indemnified by the Buyer with respect thereto) and to pass good title to the goods to his customer being bona fide purchaser for value without notice of Parlane's rights.
- In the event of such resale the Buyer had the fiduciary duty to Parlane for the proceeds but may retain there from any excess of such proceeds over the amount outstanding under this or any other sale contract between them and Parlane has the additional right to recover the Buyer's price directly from the Buyer's customer to the extent unpaid if Parlane avails themselves of such right Parlane will account to the Buyer for any such excess as aforesaid less any expenses incurred by Parlane in respect of such recovery.
- Nothing in this Condition shall confer any right upon the Buyer to return the goods sold hereunder or to refuse or delay payment therefore unless otherwise agreed.

## 6 DAMAGED AND LOST GOODS

Any damaged or faulty goods must be notified **in writing to us within 10 working days of receipt** otherwise no liability will be accepted. Damaged or faulty goods should not be returned or disposed of without prior authorisation. Non delivery of goods must be reported **in writing within 10 working days of receipt of invoice**. In all cases please quote our order number, item number, item quantity and your account number.

## 7 RETURNS

**Goods should not be returned without prior authorisation.** All agreed returns must be coordinated through our sales office and a credit claim form completed and submitted before collection can be authorised. To request a claim form, please contact the sales office on 01451 812712. To qualify for credit all goods must be returned in a re-saleable condition, with no retail price labels, in complete order multiples and in the original packaging. Any goods received damaged or incorrectly packed will not be credited. We reserve the right to levy a 20% restocking charge.

## 8 CANCELLATION OF ORDERS

All orders must be signed by the Buyer. The Seller reserves the right to cancel all balances below £100. The Buyer shall not be entitled to cancel (in whole or part) any order except with prior written permission of the Seller. Should the Buyer wish to cancel or refuse delivery of any order which has already been despatched, we reserve the right to levy a 20% restocking charge. Outstanding orders will be carried over at calendar year end unless otherwise instructed.

## 9 PRICES

Whilst endeavouring to maintain prices, we reserve the right to alter prices and pack sizes without notice.

## 10 PRODUCT SPECIFICATIONS

We reserve the right to alter product specifications when necessary.  
All sizes and capacities quoted are approximate.  
Variations in size, colour and finish may occur in many products because of the hand-made processes used.  
All products are designed for domestic use only. We do not accept any responsibility if used for contract or commercial purposes.

## 11 SHOWROOM

Visits to our showrooms are strictly by appointment. Please contact our Head Office on 01451 812700 to make an appointment.

## 12 NEW ACCOUNTS

If you would like to open an account please contact our Sales Office on 01451 812712 for a New Account form and details of how to place an order.

## 13 DATA PROTECTION

As Data Controllers PARLANE® INTERNATIONAL LTD confirms that all personal information supplied is kept in line with the UK Data Protection Act 1998. Any personal information supplied may be passed to third parties such as credit reference and fraud prevention agencies so that credit facilities may be granted. Information supplied is only used for the purposes of setting up an account and to be able to provide credit facilities where appropriate.

**These Terms and Conditions supersede all previous terms and conditions. E-O-E.**

**(PARLANEOCT2014)**

# APPLICATION TO OPEN A CREDIT ACCOUNT



t +44 (0) 1451 812700

f +44 (0) 1451 812710

e welcome@parlaneinternational.co.uk

w www.parlaneinternational.co.uk

<b>Business Name:</b>
<b>Trading Name:</b>
<b>Proprietors / Directors:</b>
<b>Business Type:</b> <small>Garden Centre, Gift Shop, Florist etc.</small>
<b>Years Trading:</b>

<b>FOR OFFICE USE ONLY</b>	Acct No: 65356	Agent Code: N	Credit Limit:	Authorised By:
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VAT Registered? Yes [ ] No [ ]	VAT Number :	Currency :
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<b>Business Status (Please Tick):</b>	Sole Trader : ( )	Limited Company : ( )	Partnership : ( )
	PLC : ( )	Other (Please Specify) :	

<b>Proprietors Home Address :</b>
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<b>Registered Office :</b>
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<b>Company Number :</b>	<b>Date Of Formation :</b>
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<b>Invoice Address:</b>	<b>Contact Name:</b>
Street:	E-Mail:
Town / City:	Telephone:
County:	Mobile:
Post Code:	Fax:

<b>Delivery Address:</b>	<b>Contact Name:</b>
Street:	E-Mail <small>(Delivery Information):</small>
Town / City:	Telephone:
County:	Fax:
Post Code:	Non Delivery Day:

<b>Other Information:</b>
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Please turn over to read the Terms and Conditions of Parlane International Ltd and then sign below.

*I have read the Terms and Conditions and agree to trade with Parlane International Ltd on these terms.*

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Position: \_\_\_\_\_ Date: \_\_\_\_\_

**PARLANE INTERNATIONAL**  
 BOURTON-ON-THE-WATER  
 GLOUCESTERSHIRE GL54 2LZ  
 UNITED KINGDOM  
 REGISTERED IN ENGLAND NO 865472