

# AGREED TERMS FOR SALE OF GOODS FROM BUSINESS TO BUSINESS

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## 1. About us

1.1 **Company details.** Plantine Sales Limited (**we and us**), is a company registered in Gibraltar and our registered office and trading address is at Unit 7, 4th Floor, Leon House, 1 Secretary's Lane, Gibraltar GX11 1AA. We operate the website <https://www.plantine.com/>

1.2 **Contacting us.** To contact us please telephone our team at +350 200 42293 or email [sales@plantine.com](mailto:sales@plantine.com). How to give us formal notice of any matter under the Contract is set out in clause 10.2.

## 2. Our contract with you

2.1 **Our contract.** These terms and conditions (**Terms**) apply to the order by you and supply of goods by us to you (**Contract**). Subject to clause 5.1, no other terms are implied by trade, custom, practice or course of dealing.

2.2 **Entire agreement.** The Contract is the entire agreement between us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

2.3 **Language.** These Terms and the Contract are made only in the English language.

2.4 **Your copy.** You should print a copy of these Terms or save them to your computer for future reference.

## 3. Placing an order and its acceptance

3.1 **Requesting a quote.** You will request a quote by email or telephone (see clause 1.2).

3.2 **Providing a quote.** We will then provide a quote to you by email. This email (**Offer Email**) contains a link to our website where you can view the quote online (**Online Quote**). The Online Quote contains a link to these Terms. Each Offer Email is an offer for you to buy the goods specified in the Online Quote (**Goods**) on the terms set out in the Online Quote, including these Terms.

3.3 **Placing an order.** Please follow the onscreen prompts on the Online Quote to place the order. By placing the order, you are accepting our offer and agreeing to buy the Goods on the terms set out in the Online Quote, including these Terms. The Contract between you and us will be formed when you place the order.

3.4 **Payment.** After you place an order, you will receive an email from us enclosing an invoice for the Goods together with payment instructions. Please follow the payment instructions to pay for the Goods.

3.5 **Acknowledgement of payment.** After your complete payment for the Goods pursuant to clause 3.4, you will receive an email from us acknowledging receipt of payment and confirming that your order is being processed.

3.6 **If we cannot process your order.** If, after you have completed payment for the Goods, we are unable to supply you with the Goods for any reason, we will inform you of this by email and refund you the full amount you have paid for the Goods as soon as possible.

#### 4. **Our goods**

4.1 Although we have made every effort to be as accurate as possible, all weights and measurements indicated on our site have a 10% tolerance.

4.2 We reserve the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirement.

#### 5. **Delivery, transfer of risk and title**

5.1 The rules of Incoterms® 2020 Ex Works (EXW Rule) will apply to delivery, transfer of risk and title, and the Contract will be read on the basis that the EXW Rule has been set out in the Contract in its entirety. Wherever there is a discrepancy between the provisions of this clause or any other provision in these Terms and the EXW Rule, the EXW Rule will apply.

5.2 The Goods must be collected from the address set out in the Online Quote (**Collection Point**).

5.3 We will contact you to confirm whether the Goods will be ready by the estimated collection date set out in the Online Quote. Occasionally this may be affected by an event outside our Control. See clause 9 (Events outside our control) for our responsibilities when this happens.

5.4 Delivery is complete once the Goods have been collected by you or a carrier organised by you to collect them from us and the Goods will be at your risk from that time.

5.5 You are solely responsible for the exportation and custom clearance of the Goods, and you undertake to submit to the competent authorities any and all necessary documents to export the Goods from the Collection Point and import the Goods into any relevant jurisdiction, as well as to provide us with all the documents proving the exportation of the Goods should we require you to do so.

5.6 You own the Goods once you collect them.

5.7 If you fail to collect the Goods within 14 days from the day on which the Goods were available for collection, we reserve the right to charge reasonable storage costs on a daily basis. If you fail to collect the Goods within 90 days from the day on which the Goods were available for collection, we may destroy part of, or all, the Goods and after deducting any reasonable storage and destructions costs, account to you for any excess over the price of the Goods or charge you for any shortfall below the price of the Goods.

## **6. How to pay**

6.1 Except in exceptional circumstances and at our absolute discretion, you can only pay for Goods by way of electronic transfer.

6.2 Payment for the Goods is made in advance in accordance with clause 3.4.

## **7. Our warranty for the goods**

7.1 The Goods are intended to be provided on a business to business basis, and we warrant that the Goods comply with all laws, regulations and standards applicable to sales from business to business. We do not warrant that the Goods comply with any laws, regulations or standards applicable to sales from business to customer.

7.2 You will be responsible for placing the Goods in the market, should you wish to do so. If you do place the Goods in the market, you are responsible for ensuring that the Goods comply with the laws, regulations and standards applicable for those purposes, and we provide no warranties in this regard.

7.3 We provide a warranty that on collection, the Goods shall:

- (a) subject to clause 4, conform in all material respects with their description;
- (b) be of merchantable quality (within the meaning of the Gibraltar Sale of Goods Act);  
and
- (c) be fit for any purpose held out by us.

7.4 Subject to clause 7.5, if:

- (a) you give us notice in writing within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 7.3;
- (b) we are given a reasonable opportunity of examining the Goods; and
- (c) if we ask you to do so, you return the Goods to us at your cost,

we will, at our option, replace the defective Goods, or refund the price of the defective Goods in full as well as the cost of returning the Goods to us.

7.5 We will not be liable for breach of the warranty set out in clause 7.3 if:

- (a) you make any further use of the Goods after giving notice to us under clause 7.4;
- (b) the defect arises as a result of us following any specification supplied by you;
- (c) you alter or tamper with the Goods without our written consent;
- (d) the defect arises as a result of wilful damage, negligence or abnormal storage; or
- (e) the Goods differ from their description or specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

7.6 We will only be liable to you for the Goods' failure to comply with the warranty set out in clause 7 to the extent set out in this clause 7.

7.7 These Terms also apply to any replacement Goods supplied by us to you.

**8. Our liability: your attention is particularly drawn to this clause**

8.1 References to liability in this clause 8 include every kind of liability arising under or in connection with the Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

8.2 Nothing in these Terms limits or excludes our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 14 of the Gibraltar Sale of Goods Act (title and quiet possession); or
- (d) any other liability that cannot be limited or excluded by law.

8.3 Subject to clause 8.2, we will under no circumstances be liable to you for:

- (a) any loss of profits, sales, business, or revenue;
- (b) loss of business opportunity;
- (c) loss of goodwill; or
- (d) any indirect or consequential loss.

8.4 Subject to clause 8.2, our total liability to you for all losses arising under or in connection with the Contract will in no circumstances exceed the price of the Goods.

8.5 Except as expressly stated in these Terms, we do not give any representations, warranties or undertakings in relation to the Goods. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Goods are suitable for your purposes.

**9. Events outside our control**

9.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**event outside our control**).

9.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

- (a) we will contact you as soon as reasonably possible to notify you; and

- (b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects the collection date for the Goods, we will arrange a new collection date with you after the Event Outside Our Control is over.

## 10. Communications between us

- 10.1 When we refer to "in writing" in these Terms, this includes email.
- 10.2 Any notice or other communication given by one of us to the other under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first-class post or other next working day delivery service, or email.
- 10.3 A notice or other communication is deemed to have been received:
  - (a) if delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address;
  - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
  - (c) if sent by email, at 9.00 am the next working day after transmission.
- 10.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.
- 10.5 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

## 11. General

- 11.1 **Variation.** Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).
- 11.2 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not exercise our rights or remedies against you, or if we delay in doing so, that will not mean that we have waived our rights or remedies against you or that you do not have to comply with those obligations. If we do waive any rights or remedies, we will only do so in writing, and that will not mean that we will automatically waive any right or remedy related to any later default by you.
- 11.3 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

- 11.4 **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.
- 11.5 **Governing law and jurisdiction.** This Contract is governed by Gibraltar law and each party irrevocably agrees to submit all disputes arising out of or in connection with this Contract to the exclusive jurisdiction of the Gibraltar courts.