1. Definitions

1.1 “Customer” means the party identified as the Customer in this Agreement to whom Botanicoir Ltd may agree to supply Products in accordance with these terms and conditions.

1.2 “Products” means goods including but not limited to coir products provided by Botanicoir Ltd to the Customer in accordance with these terms and conditions.

2. Order Acceptance

2.1 To confirm an order, a Botanicoir order form must be signed, dated and returned to Botanicoir Ltd. The order will only be processed once Botanicoir receives this document. Alternatively, Botanicoir will require a purchase order from the customer's company to proceed with the order.

2.2 All orders placed with Botanicoir Ltd by the Customer for Products shall constitute an offer to Botanicoir Ltd, under these terms and conditions, subject to availability of the Products and to acceptance of the order by Botanicoir.

2.3 All orders are accepted and Products supplied subject to these express terms and conditions only. No amendment of these terms and conditions will be valid unless confirmed in writing on or after the date hereof by Botanicoir.

2.4 It is agreed that these terms and conditions prevail over the Customer's terms and conditions of purchase unless these latter terms and conditions are amended by Botanicoir Ltd in writing and signed by Botanicoir.

3. Delivery Schedule

3.1 Any delivery date quoted in the order is to be treated as an estimate only, but despatch may be postponed because of conditions beyond Botanicoir Ltd's reasonable control, and in no event shall Botanicoir Ltd be liable for any damages or penalty for delay in despatch or delivery. This will include but not be limited to delays caused by shipping lines, weather conditions, force majeure, fire, explosion, accident, industrial dispute or any other cause beyond its reasonable control, etc.

4. Changes to the Order:

4.1 Once the order form has been signed it will not be possible to make any cancellation of or changes to the order. If the Customer requires any changes to the order, it will be accepted at the sole discretion of Botanicoir Ltd. The Customer will agree to indemnify Botanicoir Ltd against all loss, costs (including the cost of labour and materials used and overhead (incurred), damages, charges and expenses arising out of the order and its cancellation or rescheduling).

4.2 Once a new order has been signed the old order will no longer be valid.

5. Prices

5.1 All quoted or listed prices are based on the cost to Botanicoir Ltd of supplying the Products to the Customer, and are valid for 30 days from quotation date.

5.2 All order prices are exclusive of Value Added Tax and any similar taxes. All such taxes are payable by the Customer and will be applied in accordance with UK legislation in force at the tax point date. Value Added Tax will be zero rated for customers outside the UK.

6. Payment Terms

6.1 Invoices will be payable by the Customer strictly as specified in the invoice. Payments will normally be made by UK bank cheques or electronic money transfer. Payments that are not received when payable will be considered overdue and remain payable by the Customer together with interest for late payment from the date payable at the rate of 4% per annum above the Bank of England’s base rate. Such interest shall accrue on a daily basis and be payable on demand after as well as before judgement.
6.2 Botanicoir Ltd reserves the right to cease supplies of Products to the Customer at any time if payment is withheld. On such cessation of supplies, Botanicoir Ltd reserves the right to withdraw any credit facility such that the whole of the Customer's account becomes due for payment forthwith.

7. Specification of Products

7.1 Unless otherwise agreed, the Products are manufactured and supplied in accordance with the customer's requirements as specified in the order form. Under no circumstances will Botanicoir Ltd accept the return of the Products.

8. Import, Customs, Duty, and Brokerage Fees (for Customers outside the UK)

Your local government or carrier may charge an import, customs, duty, or brokerage fee. These fees are out of the control of Botanicoir Ltd, and vary based on your local government and carrier requirements. Please contact your local government or carrier to determine these fees. These fees are payable by the Customer.

9. Limitations and Damages Disclaimer

9.1 General Limitations. In no event shall Botanicoir be liable for any special, collateral, indirect, punitive, incidental, consequential, or exemplary damages in connection with or arising out of this contract or the use of the goods provided hereunder, regardless of whether Botanicoir has been advised of the possibility of such damages. Excluded damages include, but are not limited to, ancillary costs to the procurement of substitute goods or services, labour costs, loss of goodwill, loss of profits, loss of savings or business interruption. No claim, suit or action shall be brought against Botanicoir more than one year after the related cause of action has occurred.

9.2 Specific Limitations. In no event shall Botanicoir Ltd's aggregate liability from any warranty, indemnity, or other obligation arising out of or in connection with this contract, or any use of any Botanicoir product provided hereunder, exceed the total amount paid to Botanicoir for the particular units sold under this contract with respect to which losses or damages are claimed. The existence of more than one claim against the particular units sold to the Customer under this contract shall not enlarge or extend this limit.

9.3 The Customer understands and agrees that the foregoing liability limitations are elements of this contract and that in the absence of such limitations the material and economic terms of this contract would be substantially different.

10. Contract

10.1 The headings in this Agreement are for ease of reference only and shall not affect its interpretation or construction.

10.2 No forbearance, delay or indulgence by either part in enforcing its respective rights shall prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be waiver of any other right or any later breach.

10.3 The Customer agrees not to assign any of its rights herein without the prior written consent of Botanicoir Ltd.

10.4 In the event of any of these terms and conditions or any part of any of them being judged illegal or unenforceable for any reason, the continuation in full force and effect of the remainder of them shall not be prejudiced.

10.5 Neither party shall be liable to the other for any delay in or failure to perform its obligations hereunder (other than a payment of money) where such delay or failure results from force majeure, act of God, fire, explosion, accident, industrial dispute or any other cause beyond its reasonable control.

10.6 Any documents or notices given hereunder by either party to the other must be in writing and may be delivered personally or by registered post and in the case of post will be deemed to have been given 2 working days after the date of posting. Documents or notices shall be delivered or sent to the addresses of the parties on the first page of this Agreement or to any other address notified in the normal course of trading in writing by either party to the other for the purpose of receiving documents or notices after the date of this Agreement.

10.7 These terms and conditions shall be governed and construed in accordance with English Law.

10.8 Botanicoir Ltd holds title to goods invoiced until payment is received in full.