

VERTIVORE



TERMS AND CONDITIONS

Our terms

1. These Terms

1.1 What these Terms cover. These are the terms and conditions ("**Terms**") on which we supply products to you, whether these are goods and services.

1.2 Why you should read them. Please read these Terms carefully before you submit your order to us. These Terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these Terms, please contact us to discuss.

1.3 This is our entire agreement with you. These Terms, and the supplementary conditions found at the end of this document (known as the "**Supplementary Conditions**"), constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these Terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

2. Information about us and how to contact us

2.1 Who we are. We are Astwood Infrastructure Limited trading as Vertivore, a company registered in England and Wales. Our company registration number is 10011066 and our address is 6 Colemeadow Road, North Moons Moat, Redditch B98 9PB. Our registered VAT number is 240 401 954.

2.2 How to contact us. You can contact us by telephoning our customer service team at 01527 362 860 or by writing to us at ask@astwoodgroup.com.

2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these Terms, this includes emails.

3. Our contract with you

3.1 How we will accept your order. Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

3.2 If we cannot accept your order. If we are unable to accept your order, we will inform you of this in writing and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because the credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

3.3 Your order number. We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

3.4 We only sell to the UK. Our website is solely for the promotion of our products in the British Islands or the UK. Unfortunately, we do not accept orders from addresses outside the British Islands or the UK.

4. Our products

4.1 Product packaging may vary. The packaging of the product may vary from that shown in images on our website.

5. Your rights to make changes

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6. Our rights to make changes

6.1 Minor changes to the products. We may change the product:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the product.

6.2 More significant changes to the products and these Terms. In addition, as we informed you in the description of the product on our website, we may make the changes to these Terms or the product, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received.

7. Providing the products

- 7.1 Delivery costs.** The costs of delivery will be as displayed to you on our website or in accordance with our quotation.
- 7.2 When we will provide the products.** During the order process we will let you know when we will provide the products to you. If the products are ongoing services, we will also tell you during the order process when and how you can end the contract.
- 7.3 We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.
- 7.4 Collection by you.** If you have asked to collect the products from our premises, you can collect them from us at any time during our working hours of 9am-5pm on weekdays or as otherwise agreed in writing between the parties.
- 7.5 If you are not at the delivery location when the product is delivered.** If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the products from a local depot.
- 7.6 If you do not re-arrange delivery.** If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 11.2 will apply.
- 7.7 Delivery of the products.** We may arrange for delivery of the products by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle you to cancel any other instalment.
- 7.8 What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you, for example, contact name, delivery location and payment details. If so, this will have been stated in the description of the products on our website. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the

contract (and clause 11.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

7.9 Reasons we may suspend the supply of products to you. We may have to suspend the supply of a product to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the product to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the product as requested by you or notified by us to you (see clause 6).

7.10 Your rights if we suspend the supply of products. We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. If we have to suspend the product we will adjust the price so that you do not pay for products while they are suspended. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 1 month and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

7.11 We may also suspend supply of the products if you do not pay. If you do not pay us for the products when you are supposed to (see clause 13.4) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice (see clause 13.7). We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see clause 13.6).

8. Title and risk of the products

8.1 The risk in the products shall pass to you on completion of delivery.

8.2 Title to the products shall not pass to you until:

- (a) we receive payment in full (in cash or cleared funds) for the products and any other goods that we has supplied to you in respect of which payment has become due, in which case title to the goods shall pass at the time of payment of all such sums; and

- (b) you resell the products, in which case title to the products shall pass to you at the time specified in clause 8.4.

8.3 Until title to the products has passed to you, you shall:

- (a) store the products separately from all other goods held by you so that they remain readily identifiable as our property;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the products;
- (c) maintain the products in satisfactory condition and keep them insured against all risks for their full price on our behalf from the date of delivery;
- (d) notify us immediately if it becomes subject to any of the events listed in clause 9.2(a) to clause 9.2(c); and
- (e) give us such information relating to the products as we may require from time to time.

8.4 Subject to clause 8.5, you may resell or use the products in the ordinary course of its business (but not otherwise) before we receive payment for the products. However, if you resell the products before that time:

- (a) it does so as principal and not as the our agent; and
- (b) title to the products shall pass from us to you immediately before the time at which resale by you occurs.

8.5 If before title to the products passes to you the you become subject to any of the events listed in clause 9.2(a) to clause 9.2(c), then, without limiting any other right or remedy we may have:

- (a) your right to resell products or use them in the ordinary course of its business ceases immediately; and
- (b) we may at any time:
 - (i) require you to deliver up all products in its possession which have not been resold, or irrevocably incorporated into another product; and
 - (ii) if you fail to do so promptly, enter any premises of yours or of any third party where the products are stored in order to recover them.

9. Your obligations

9.1 You shall:

- (a) ensure that the terms of the order and any information it provides are complete and accurate;

- (b) co-operate with us in all matters relating to the products;
- (c) provide us, our employees, agents, consultants and subcontractors, with access to your premises, office accommodation and other facilities as reasonably required by us to provide the products;
- (d) provide us with such information and materials as we may reasonably require in order to supply the products, and ensure that such information is complete and accurate in all material respects;
- (e) prepare the your premise(s) for the supply of the products;
- (f) obtain and maintain all necessary licences, permissions and consents which may be required for the products before the date on which the products are to be delivered;
- (g) comply with all applicable laws, including health and safety laws; and
- (h) keep all materials, equipment, documents and other property of us (**Vertivore Materials**) at your premises in safe custody at its own risk, maintain the Vertivore Materials in good condition until returned to us, and not dispose of or use the Vertivore Materials other than in accordance with our written instructions or authorisation.

9.2 If our performance of any of its obligations under these terms are prevented or delayed by any act or omission by you or failure by you to perform any relevant obligation (**Customer Default**):

- (a) without limiting or affecting any other right or remedy available to it, we shall have the right to suspend performance of the products until you remedy the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays our performance of any of the obligations;
- (b) we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of the obligations as set out in this clause 9.1; and
- (c) you shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from the Customer Default.

10. Supply of Services

10.1 We shall supply the products to you in accordance with the order in all material respects.

10.2 We shall use all reasonable endeavours to meet any performance dates agreed between the parties in writing, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

10.3 We reserve the right to amend the dates if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the products, and we shall notify you in any such event.

10.4 We warrant to you that the products will be provided using reasonable care and skill.

11. Our rights to end the contract

11.1 We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within seven days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, delivery location, contact details or payment details;
- (c) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us;
- (d) you do not, within a reasonable time, allow us access to your premises to supply the services;
- (e) you damage the products;
- (f) you do anything that is offensive, abusive or discriminatory to any Vertivore staff or any third parties or may cause a nuisance or a health or safety risk to yourself or any other person; or
- (g) you fail to comply with requirements of any third party associated with the supply of the product, including but not limited to the return of items to suppliers.

11.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 11.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

11.3 We may withdraw the product. We may write to you to let you know that we are going to stop providing the product. We will let you know at least 14 days in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

12. If there is a problem with the product

How to tell us about problems. If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 01789 532

380 or write to us at ask@astwoodgroup.com or at 6 Colemeadow Road, North Moons Moat, Redditch B98 9PB. Alternatively, please speak to one of our staff in-store.

13. Price and payment

13.1 Where to find the price for the product. The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 13.3 for what happens if we discover an error in the price of the product you order.

13.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

13.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

13.4 When you must pay and how you must pay.

- (a) We accept payment with all major credit or debit cards. When you must pay depends on what product you are buying:
 - (i) For **goods**, you must pay for the products before we dispatch them. We will not charge your credit or debit card until we dispatch the products to you.
 - (ii) For **services**, you must make an advance payment as specified by us from time to time for the price of the services, before we start providing them. We will invoice you for the balance of the price of the services when we have completed them and/or we will invoice you monthly in arrear for the services until the services are completed and/or we may invoice you as per the credit terms agreed between the parties from time to time.
- (b) For the avoidance of doubt, it is agreed that it is strictly at our sole discretion we may agree with you in writing to vary the terms of payment as set out at clause 13.4.

(c) It is agreed that time is of the essence for all payment due by you to us.

13.5 Our right of set-off if you are a business customer. If you are a business customer you must pay all amounts due to us under these Terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). We may set off against any amount we owe to you against any amount order to us.

13.6 We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Bank of England's from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

13.7 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

14. Our responsibility for loss or damage suffered by you if you are a business

14.1 Nothing in these Terms shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the Terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (d) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

14.2 Except to the extent expressly stated all Terms are implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

14.3 Subject to clause 14.1:

- (a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and

- (b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you for products under these Terms.

15. How we may use your personal information

15.1 How we will use your personal information. We will only use your personal information as set out in our <https://vertivore.com/privacy-policy>.

16. Confidentiality between the parties

16.1 The parties undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, unless as permitted by clause 16.2.

16.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 16; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

16.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

17. Other important Terms

17.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

17.2 You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee). You may only transfer your rights or your obligations under these Terms to another person if we agree to this in writing.

17.3 Intellectual property ownership. Materials, equipment, tools, recipes, copyright, design rights or any other forms of intellectual property rights in all drawings, specifications, products, goods and data supplied by us to you shall at all times be and remain our exclusive property.

- 17.4 Events outside of control (force majeure).** Neither party shall be in breach of this contract nor liable for delay in performing or failure to perform, any of its obligations under the contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 17.5 Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its Terms, except as explained in clause 17.2 in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these Terms.
- 17.6 If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 17.7 Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 17.8 Which laws apply to this contract and where you may bring legal proceedings if you are a business.** If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

Supplementary Conditions

18. General

- 18.1 These Supplementary Conditions apply to orders for goods and service and are in addition to the Conditions.
- 18.2 Words and expressions in these Supplementary Conditions shall have the same meanings as set out in the Terms unless stated otherwise.

19. Our containers

- 19.1 Where we require you to return any or all packaging, including, but not limited to sleeves, crates, pallets and cases (collectively as "**Containers**"), we, or our agent, shall notify you in writing.
- 19.2 At our sole discretions we are entitled to charge a deposit figure against the return of the use of the Containers ("**Deposit**") at the time of order that shall be payable within 2 Business Days of the date of order.
- (a) The Deposit shall be repaid to you once we, or our agent, have had the Containers returned, subject to clause 19.3 and clause 19.4.
- 19.3 You shall promptly notify us or our agent (if applicable) once the Containers are empty and either returned or made available for collection.
- (a) In the absence of such notification, we, or our agent, shall be entitled to request the return of the Containers within 28 calendar days of the delivery of the products, regardless as to if the Containers are yet to be tapped and/or empty.
- 19.4 You agree that:
- (a) Containers shall not be removed from the delivery location without our written permission;
 - (b) Containers shall not be refilled, reused or contaminated in any way that requires special processing or cleaning;
 - (c) Containers shall be maintained in the state that they were delivered to you; and
- 19.5 You are liable for any damage to or loss of the Container(s) until collected by us or our agent.

20. Our products

- 20.1 **Products may vary slightly from their pictures.** The images of the products on our website are for illustrative purposes only. Although we have made every effort to display

the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.

20.2 Although we have made every effort to be as accurate as possible, because our products are handmade, all sizes, weights, capacities, dimensions and measurements indicated on our website have a 5% tolerance.

- (a) If you believe that less than 95% of the product ordered has been delivered you may reject the product, provided that you:
 - (i) Give us written notice stating the shortfall;
 - (ii) You have not tapped, used or sold any of the products;
 - (iii) We are given reasonable opportunity to inspect the products.
- (b) Upon notification of clauses 20.2(a)(i) to 20.2(a)(iii) we may at our sole discretion make a pro rata adjustment to the invoice in relation to the products delivered or arrange for delivery of the shortfall

21. Indemnification

21.1 You will indemnify, defend and hold us (and our affiliates, employees, and agents) harmless from any and all losses, damages, fines, penalties, and expenses (including reasonable legal fees) arising from third party claims resulting from actual or alleged breaches of these terms, negligent acts or omissions, or wilful misconduct by you or your employees, agents, or subcontractors.

22. Product Warranty

22.1 We warrant that on the delivery of the product(s), that:

- (a) the product(s) last the industry acknowledged shelf life or the period agreed between the parties in writing or the period stated on the packaging; or
- (b) conform in all material respects with their description and any relevant specification;
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- (d) be fit for any purpose held out by us.

22.2 Subject to clause 22.3, if:

- (a) you give us notice in writing within a reasonable time of discovery that a product does not comply with the warranty set out in clause 22;
- (b) we are given a reasonable opportunity of examining such product; and

- (c) you return such product to us at our cost,
we shall, at our option, repair or replace the defective product, or refund the price of the defective product in full.

22.3 We will not be liable for a product's failure to comply with the warranty in clause 22.1 if:

- (a) you make any further use of such product after giving a notice in accordance with clause 12;
- (b) the defect arises because you failed to follow our oral or written instructions as to the storage, use or maintenance (including but not limited to water and light) of the product or (if there are none) good trade practice; or
- (c) the defect arises as a result of us following any drawing, design or specification supplied by you.

22.4 Except as provided in this clause 22, we shall have no liability to you in respect of a product's failure to comply with the warranty set out in clause 22.1.

22.5 These Terms shall apply to any replacement products supplied by us.

23. Acknowledgment

23.1 By contracting with us you agree and acknowledge the following: -

- (a) You will comply with all reasonable oral or written instructions provided in relation to the use of Vertivore Materials and products as provided by our employees, agents, consultants and subcontractors to you.
- (b) Vertivore shall not be liable for any poor quality or inconsumable products as a result of your failure to comply with our instructions or these terms;
- (c) All products will spoil if not consumed within a reasonable time;
- (d) We do not accept any liability to any injury incurred by any third parties, Any products you provide to a third party/parties is done so strictly at your own risk.