



RETURNS

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TRADE RETURNS AND CLAIMS POLICY

1. THIS POLICY

1.1. Harrowden Turf Limited ("we", "the Company", "our", "us" or "the Supplier") wants the Buyer ("you") to be happy with every purchase from us. However, we recognise that sometimes you may wish to return products from us, or claim for Products which have not met your expectations. This document ("the Policy") explains the situations in which such claims and returns are permitted, as well as the procedure for carrying out returns or claims with respect to an Order from us.

1.2. This Policy, together with the standard terms and conditions of sale and, in the case of Orders where the Buyer requests delivery, the RHA Conditions of Carriage, are the only conditions upon which the Supplier is prepared to deal with the Buyer and they shall govern the Contract to the entire exclusion of all other terms and conditions.

1.3. The interpretation of this document and the use of any defined terms therein is as set out in Section 1 of the standard terms and conditions of sale.

1.4. This Policy applies to all the Supplier's sales of Products and any variation of this Policy shall have no effect unless expressly agreed in writing and signed by a duly authorised representative of the Supplier.

2. WARRANTY

2.1. The Supplier warrants that it will supply Products that are in conformity with the Conditions and any Specification supplied by the Supplier to the Buyer or agreed to in writing by the Supplier.

2.2. The Supplier relies upon the standards set out the Conditions in entering into a Contract for the Perishable Products. The Contract is based on the associated standards and the Supplier's prices are based upon and reflect inter alia the limitation of liability contained in this Policy and the Conditions.

2.3. The Supplier shall not be liable for a breach of warranty under 2.1:

2.3.1. if the buyer makes any further use of such Products after giving notice under 2.1;

2.3.2. if the defect arises because the Buyer failed to follow any instructions from the Supplier (written or otherwise) as to the storage, installation, commissioning, use or maintenance of such Products or (if none were given) failed to comply with the Product trade practice (such as, but not limited to, the failure to follow normal standards in the preparation of soil and the laying, management and maintenance of the Perishable Products);

2.3.3. if the Buyer alters or repairs such Products without the written consent of the Supplier; 2.3.4. the defect arises from the Supplier following any specification provided by the Buyer; 2.3.5. if the defect arises through misuse and/or wilful damage or the Buyer's negligence; or 2.3.6. in respect of fair wear and tear.

2.4. Where the Supplier is not the manufacturer of the Products, the Supplier will endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to the Supplier.

3. NOTIFICATION OF DEFECTS

3.1. This conditions applies to:

3.1.1. any disease, pest, damage or defect whatsoever of the Perishable Products that is discoverable by reasonable inspection at the time of collection or delivery or shortly thereafter; and

3.1.2. any damage or defect whatsoever of the Products with the exception of the Perishable Products.

3.2. The Buyer should carefully inspect the Products immediately upon delivery.

3.3. The Supplier shall be discharged from all liability for a breach of warranty, and the Buyer shall have no claim in respect of 2.1 unless

3.3.1. notification of rejection, claim or complaint giving a statement of the grounds for such rejection is given to the Supplier and (if the defect is as a result of damage in transit) to the carrier by telephone immediately upon discovery and in any event before 9am on the next working day following collection or completion of delivery of the Products. All notifications shall be promptly confirmed in writing (for the purpose of this section 3.3.1 only, writing includes email);





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3.3.2. the Supplier is given a reasonable opportunity after receiving notice under 3.3.1 to examine the Products provided that they shall have been properly stored during the period after their arrival at the destination and the identity of the Products cannot be contested;

3.3.3. the Buyer provides, at their expense and in a timely manner, photographs and other information as may be requested by the Supplier to assess the veracity of any claim, complaint or breach; and

3.3.4. the Buyer (if asked to do so by the Supplier) returns such Products to the Supplier's place of business at the Buyer's expense for the examination to take place there. 3.4. If the Buyer proves that it was not reasonable possible for them to give notice to the Supplier within the appropriate period and notice was given within a reasonable period the Supplier shall not be entitled to rely upon the time limits stipulated in 3.3.1.

4. PERISHABLE PRODUCTS – LATENT DEFECTS

4.1. This condition applies to any disease, pest, damage or defect whatsoever of the Perishable Products that is not discoverable by reasonable inspection at the time of collection or delivery nor within three days thereof ("Latent Defects").

4.2. It is specially provided and agreed to that in no case whatsoever shall the seller be liable for Latent Defects.

5. REFUNDS AND REPLACEMENTS

5.1. Subject to 2.3 and 3.3, if any of the Products do not conform with any of the warranties in this Policy or the Conditions the Supplier shall, at its option, repair or replace such Products (or the defective part) or refund the Price (or a pro-rated amount of the Price if not all the Products are defective) provided that, if the Supplier so requests, the Buyer shall, at the Buyer's expense, return the Products or such of the Products as are defective to the Supplier.

5.2. Where the Supplier provides a refund, as described in the clause above, and where the Supplier has delivered the Products to the Buyer, the Supplier may, at its discretion, deduct any delivery charges from the amount being refunded to the Buyer.

5.3. Where the Supplier provides a replacement, as described in 5.1, and where the Supplier has delivered the Products to the Buyer, the Supplier may, at its discretion, require the Buyer to pay any delivery charges or costs associated with the replacement.

5.4. If the Supplier complies with 5.1, it shall have no further liability for a breach of any of the warranties in this Policy or the Conditions.

