

# TERMS & CONDITIONS OF TRADE

## 1. PRICE

The listed price does not include GST and is based upon rates and conditions ruling at the date of supply unless otherwise specified in writing. Orders are accepted on the understanding that they are charged at the price ruling at the time of delivery.

## 2. TERMS OF SALE

Without prejudice to its other rights, the Company shall be entitled to withhold delivery until payment if it considers Buyer's credit worthiness to be unsatisfactory. Any credit granted shall be on the basis that the price shall be paid in full without deductions not later than the 20th day of the month following despatch. Credit shall be revocable by the Company prior to despatch. Any default in payment shall make all other monies payable by the Buyer to the company immediately due. Without prejudice to its other rights the Company shall be entitled to charge interest at the rate of 2.0% , per month on all overdue monies.

## 3. DELIVERY AND RISK

Freight, packing and crating is not included in the price and will be charged at cost. Dates given for delivery are not to be treated as conditions of sale but will be kept as closely as possible and no claim shall be made by the Purchaser on account of late shipment or delivery howsoever caused. Goods are sold X NURSERY F.O.B. the risk in the goods will pass from the Company to the Buyer upon loading onto transport bound for the Buyers premises. The Company accepts no responsibility for any damage which may occur during or after delivery of the goods.

## 4. FORCE MAJEURE

The Company is not under any liability whatever in respect to any failure to delivery or delay in delivery due to any cause beyond the Company's control of whatever nature. In no circumstances whatsoever shall the Company be liable for consequential loss whether suffered by the Purchaser, and or any third party.

## 5. LIMITATION OF CLAIMS

It shall be the responsibility of the Buyer to ensure the fitness or suitability of application for the goods purchased. In the event of a claim in respect of inferior quality or workmanship, such a claim will only be recognised by the Company if

the Company is advised in writing of the details of such a claim within 14 days of receipt of the goods. In no event shall the liability of the Company exceed replacement of the goods in question or a credit of invoiced value of the defective goods, returned to the Company.

## 6. TITLE

While any amount remains owing, by the purchaser to the Company for any-goods supplied by the Company to the Purchaser ("the goods") or for any reason whatever. Title in the goods shall not pass to the Purchaser. The proceeds of sale by the Purchaser of the goods or any item of which the goods, form part shall be the property of the Company. The Company may retake possession of and sell the goods or any items of which the goods form part.

## 7. ORDERS

Minimum quantity available – one half tray of any one variety.

- 7cm pots are sold 32 plants per tray.
- 5cm pots are sold 50 plants per tray.
- Green Lyndale Trays & Pots are charged out at \$9.00 per unit.
- Plastic Stacking Legs are charged out at \$1.00 per unit.

## 8. RETURNS

Returns, other than of non-complying goods, are solely at the discretion of the Company.

- Green Lyndale Trays returned in a clean and unbroken condition within 60 days from date of purchase will be eligible for a credit of \$4.50.
- Note pots are no longer eligible for a credit.
- Plastic stacking legs in a reusable condition may be returned for credit of \$0.50 per unit.

## 9. CASH WITH ORDER for new or casual customers.

Director: Malcolm Woolmore

LYNDALE NURSERIES AUCKLAND LIMITED