



# The Native Plant Centre Ltd

## New Zealand Native Plant Specialists

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### **TERMS & CONDITIONS OF TRADE**

**RECEIPT OF AN ORDER FROM THE TRADE CUSTOMER (THE BUYER) WILL BE DEEMED TO BE AN ACCEPTANCE BY THE BUYER OF THESE TERMS.**

**THESE TERMS AND CONDITIONS REPLACES ALL PREVIOUS TERMS AND CONDITIONS.**

**THE NATIVE PLANT CENTRE LTD (THE COMPANY) WILL CONTRACT ON THESE TERMS ONLY.**

#### **1. Price**

The listed Trade price excludes GST and is based upon rates and conditions ruling at the date of supply unless otherwise specified in writing and orders are accepted on the understanding that they are charged at the price ruling at the time of delivery. The listed trade price is ex- Nursery.

Freight is not included in the price.

The current charge is \$25.00 plus GST for deliveries on the North Shore & \$40.00 plus GST for Central & South Auckland using the Company vehicle.

Otherwise freight / courier charges are charged at \$10.00 plus GST per carton with Fastway Couriers.

Full retail coding, retail pricing and retail labelling service are available. All thermal labels are charged at 10 cents plus GST each.

#### **2. Terms of Payment**

Cash with order for new or casual customers unless prior arrangements are made.

Without prejudice to its other rights, the Company shall be entitled to withhold delivery until payment or if it considers the 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 the date of any invoice issued by the Company.

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.

Any late payment or non-payment shall constitute a default by the buyer in the performance of the contract.

An Account Service Fee of 2 per cent per month, compounding, shall be payable in respect to defaults in prompt payment but without prejudice to the Company's other rights or remedies in respect of the buyer's default in failing to make payment on the due date. All associated collection or recovery costs shall be payable by the Buyer.

#### **3. Delivery and Risk**

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 Buyer on account of late shipment or delivery howsoever caused.

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 Buyer, and or any third party.

#### **5. Limitation of Claims**

Every reasonable precaution is taken to ensure that quality plants are grown and supplied true to name and description. No warranty is given as to the growth, quality, productiveness or description of plants supplied.

The buyer is to inspect the goods upon delivery and advise the Company of any shortages, damages and poor quality as soon as practicable, and at most within four days of delivery. The Buyer agrees to hold all goods until a course of action has been agreed.

The Company gives no undertaking to replace failures. It is the Buyer's responsibility to select and be satisfied with the quality of individual plants purchased and to ensure the fitness or suitability of application for the plants purchased.

Liability is limited to the replacement of any defective plants.

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 Buyer to the Company for any-goods supplied by the Company to the Buyer ("the goods") or for any reason whatever.

a). Title in the goods shall not pass to the Buyer.

b). The proceeds of sale by the Buyer of the goods or any item of which the goods, form part shall be the property of the Company.

c). The Company may retake possession of and sell the goods or any items of which the goods form part. .

#### **7. Returns**

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

#### **7. Plant Supply Contracts**

A monthly holding fee of 3% of the goods be charged, if the goods are not able to be dispatched on the specified month.