

# Earthforce Wholesale Nursery Ltd (“Earthforce”)

## TERMS OF TRADE

### OPENING HOURS

1. 9.00 – 5.00 Monday to Friday. Saturday 10am – 5pm. Collection of plants outside these hours by arrangement.

### ORDERS

2. All prices quoted are EXCLUSIVE of GST.
3. Earthforce will confirm supply as soon as possible after receipt of order.

### PAYMENT

4. Payment is required on collection or receipt of plants unless a prior arrangement has been made. Credit application forms are available. Payment for goods on credit is due on the 20<sup>th</sup> of the month following the date of the invoice.
5. Earthforce reserves the right to hold goods until credit has been approved, and also reserves the right to withhold or terminate any contract to supply if a Buyer’s account is overdue.
6. Interest may be charged on all overdue payments at the rate of 2% per month, compounding daily.

### OWNERSHIP

7. All plants sold by Earthforce shall remain the property of Earthforce until the contract price (including GST) is paid in full.
8. Earthforce, or its agent, shall have the right to enter onto land for the purpose of repossession of plants that have not been paid for.
9. The buyer shall be liable for the costs of repossession, on-sale expenses, and all costs incurred during debt recovery.

### WARRANTY

10. Earthforce has taken all possible care to ensure all plants are of high quality and true to name and description. However, no warrantee expressed or implied is given as to the growth, variety and performance of any plant once they have left Earthforce’s possession.

### DELIVERY

11. Delivery will be with the carrier of the Buyer’s choice unless otherwise arranged. The Buyer is liable for all delivery costs including any packaging costs.
12. Earthforce shall not be liable for any loss, damage, or delay of goods during delivery to the Buyer.

**Placement of an order shall be deemed as acceptance of the above Terms of Trade**