

Arbour Grove Nursery Pty Ltd ACN 624 963 300
("THE COMPANY")
Terms and Conditions of Trade

1. These terms and conditions apply to all contracts for the sale of products by the company to its customers notwithstanding any conditions to the contrary contained in any purchase order or otherwise except as expressly agreed in writing and acknowledged by the company.
2. Payment terms are contained in the credit application to which these terms may be attached or may be subject to separate arrangement (such as up front or COD).
3. Where the products supplied consist of plant stock the customer must check that the order is correct and complete at delivery and raise any issues at the time of delivery and not later.
4. Plant stock may be subject to “plant breeders rights” (which will be noted upon the invoice provided by the company) in which case the customer will honour and comply with restrictions related to those rights and will indemnify the company from and against all damages, costs and expenses arising from any failure to so comply. Ask us in writing if you are in any doubt about these restrictions in each case.
5. The limit of any claim against the Company shall be at the price paid by the customer for the product/s the cause of such claim and in particular no claim for consequential loss will be recoverable against the company.
6. Whilst every effect will be made to fulfill orders promptly and efficiently issues can arise that are unforeseen or make it impossible to fulfill an order or to fulfill it within a reasonable time. In such case the company will communicate with the customer and may if necessary cancel any accepted order and the limit of the liability of the company will be the return of any sums paid by way of deposit.

Acknowledged by or on behalf of the customer

Signed:

Date: