

## **Terms and Conditions**

These terms and conditions shall apply to every sale made with Thirkettle Nurseries. Placing an order indicates the acceptance of these terms of trade.

### **1. Price:**

- 1.1 Unless otherwise stated, the purchase price is exclusive of Goods and Services Tax.
- 1.2 Clients with a user login have Freight in Store (FIS) prices displayed.
- 1.3 Prices are subject to change at any time before orders are confirmed.

### **2. Freight:**

- 2.1 For those without FIS pricing freight is charged at cost. Any estimate supplied by Thirkettle Nurseries will be subject to the final weight and volume of the consignment.
- 2.2 All risks and liabilities for plants will pass from Thirkettle Nurseries to the Purchaser upon loading onto a transport provider bound for the consignee.
- 2.3 All plants are packed onto pallets, loose with plant freighters or into cardboard cartons.
- 2.4 **Do not** sign the consignment note unless you have checked the correct number of plants have been delivered and are in an acceptable condition. Signing a consignment form absolves the freight company from any damage claims.
- 2.5 Thirkettle Nurseries must be notified immediately if there are any problems with the order and we will endeavor to solve them as quickly as possible.
- 2.6 Thirkettle Nurseries accepts no liability for failure to deliver goods by a specified date and/or time. No liability is accepted for any consequential loss incurred to the customer or third party by the non delivery of the ordered goods.
- 2.7 Any damage or short supply should be notified to us no later than 3 days after date of drop off or the claim will be null and void.

### **3. Minimum Purchase Quantities:**

- 3.1 Thirkettle Nurseries is a Wholesaler with a minimum purchase of quantity of 30 plants to non-account holders, the order can be made up of multiple varieties.
- 3.2 Account holders have no minimum quantities
- 3.3 Because of the high costs associated with lifting and processing orders comprising of minimal numbers of many different varieties, a surcharge may apply when the total lines to lift exceeds 20% of the total plants lifted. E.g. 30 plants should be no more than 6 varieties, 50 plants no more than 10 varieties

### **4. Minimum Purchase Quantities:**

- 4.1 Printed labels are supplied at no charge.
- 4.2 Colour labels are supplied to account holders on request, and are to be charged at cost to non-account holders
- 4.3 We can provide bar coding & pre-pricing on labels to account holders.

4.4 Dispatch labels are attached to all groups of plant varieties but ID labels are attached on individual plants only where necessary.

4.5 All label information, and advice provided by Thirkettle Nurseries is intended to be used as a guide only.

## **5. Terms:**

5.1 If the customer does not hold a credit account with Thirkettle Nurseries, the invoice must be paid in full before the order is released.

5.2 Customers who hold an approved credit account with us, must pay the full purchase price on or before the 20<sup>th</sup> of the month following the invoice date. The dispatch of future orders may be withheld till the amount outstanding is paid in full.

5.3 Thirkettle Nurseries reserves the right to charge a fee of 5% interest per month on any overdue amounts.

5.4 New Wholesale customers are required to pay for their first three orders before they are dispatched. This allows time to set up the customers account and contact credit referees.

5.5 Upon application of a credit account, the customer authorises Thirkettle Nurseries to request information from any person/business or organisation to enable us to determine the credit worthiness of the applicant.

5.6 All goods remain in the ownership of Thirkettle Nurseries until full payment of the invoice has been received.

5.7 Thirkettle Nurseries reserves the right to register a security interest on the Personal Property Security Register (PPSR) under the Personal Property Security Act 1999 against any owner/director of a company with an overdue account.

5.8 All charges incurred by Thirkettles in the relation of collecting unpaid accounts, will be recovered directly from the customer – these include, but are not limited to, any legal costs, fees & charges (Debt collection agencies can charge a fee of 25% of the unpaid amount).

## **6. Warranty:**

6.1 While every care is taken to ensure that all plants are true to type, no warranty, implied or expressed can be given as to description or performance.

6.2 The plants supplied by us will do well if planted in sites and conditions suitable to that species.

## **7. Other:**

7.1 We are licensed to sell a number of PVR plants and remind customers that the unauthorised commercial propagation of PVR protected plants is an infringement under the NZ Plant Variety Protection Act 1987.

7.2 Plants may only be returned for credit if there has been damage in transit or in the rare event that the plant is not an acceptable grade – a credit will be raised upon receipt of the damage plant/plants back onto the Nursery. Returns will only be accepted if we are notified within 3 days of delivery.

7.3 Disclaimer: We endeavor to keep all information on the website up to date, but stock levels are changing continuously so information should be treated as a guide only.