



ORATIA NATIVE PLANT NURSERY (ONPN)

Terms of Trade

The purchase of plants or services, or placement of an order with ONPN constitutes acceptance of these Terms of Trade.

Payment is due by the 20th of the month following the date of invoice. Any overdue accounts will be charged an extra 2% per month, compounding, together with any recovery costs.

Wholesale prices do not include GST.

Wholesale orders are not payable by credit card.

ONPN takes all possible care to ensure plants are of good quality, appropriate to their intended usage, and are true to name and description. However, no warranty, expressed or implied, is given on quality, name or description, and we give no guarantees regarding future growth or performance of the plants.

ONPN's responsibility for the plants ends upon collection of the plants from the nursery, or upon delivery by us to the address provided by the purchaser.

The cost of plants does not include delivery. This should be arranged at the time of purchase or ordering. ONPN will not be responsible for debts incurred to other carriers.

Plants should be checked carefully on delivery. Complaints regarding inferior quality or deficiency should be made within 48 hours and we will investigate these and undertake to remedy any problems at our discretion. No goods will be accepted for return without prior written consent.

Where another carrier is involved, claims should be made directly to them for any goods lost or damaged in transit.

Trays are chargeable items. A full credit is given if they are returned in good condition within 2 months. To ensure your credit can be processed, please ensure documentation giving your name, address and the number of trays is sent both **with the trays** and **by fax** to ONPN.

Quotations remain valid for 1 month unless otherwise specified, but plants will be held only for confirmed orders.

Any order may be altered or cancelled up until confirmation of the order and the arrangement of delivery. After this time any variation to the order will be accepted only at the discretion of ONPN.

Once an order is confirmed, plants will be held and maintained by ONPN for up to one month. Thereafter we reserve the right to charge a holding fee. While we will do our best to look after the plants, we cannot guarantee their continuing quality. Unless such a holding fee is negotiated and agreed to in writing, ONPN reserves the right to sell the plants on to another purchaser.

In some circumstances a deposit will be required. Any refund claimed due to cancellation or changes to the order will be granted entirely at the discretion of ONPN and will depend on expenses incurred and/or loss of revenue from potential sales.

Purchasers ordering plants to be grown on contract are responsible, once the order is confirmed, for the full payment of the plants ordered. A non-refundable deposit and/or non-refundable progress payment(s) may be required.

Any alterations to the terms of a contract will be made only at the discretion of ONPN.

Where contract-grown plants are not taken at the agreed time, an extension of the contract must be negotiated. ONPN reserves the right to charge holding fees, progress payments, and to include costs related to maintaining the plants, repotting them where necessary, and occupation of space needed for other nursery production.

ONPN will do its best to deliver on an agreed date, but such a date is not to be treated as a condition of sale.

ONPN will not be liable if, due to events beyond its control such as extremes in weather, storm damage or disease (force majeure), it is unable to provide the plants ordered.

The total liability of ONPN is limited to the replacement of plants or the refund of the money paid for those plants. No liability will be taken for indirect or consequential losses by the purchaser or any other third party.

Personal Property Securities Act (PPSA) 1999:

The purchaser grants ONPN a security interest in all goods bought, both currently and in the future.

The purchaser agrees, at ONPN's request, to sign any documents, provide all necessary information, and do anything else required to ensure that the security interest created under this agreement is and remains a first priority perfected security interest over the goods.

The purchaser waives the right under the PPSA to receive a copy of any verification statement or financing change statement.

Any purchaser operating under more than one company name must give details of all such companies involved in the purchase of goods from ONPN, sufficient to register security interests according to the terms of the Act.

Any change of name, business structure, or other information given by the purchaser, is to be advised at least 7 days prior to the change taking effect.

Liability for debts incurred remains the responsibility of the purchaser undertaking the purchase of the plants and cannot be passed onto a third party except by prior negotiation with ONPN. In such a case a separate agreement to these Terms of Trade must be set up in advance, sufficient to register the goods in the name of the third party.

Any payments made to ONPN on an unspecified basis will be applied in the following order:

- (a) First, to the purchaser's oldest existing debts to ONPN;
- (b) Secondly, to payment of goods supplied by ONPN and which have been sold by the purchaser; and
- (c) Lastly, to payment of goods supplied by ONPN and which have not been sold by the purchaser.

The purchaser will pay ONPN for all costs incurred as a result of any default in payment by the purchaser.

ONPN reserves the right to correct any typographical or clerical errors in any prices contained in any quotation, order or advertisement.

ONPN takes no responsibility for damage to driveways or footpaths where a company vehicle is requested or required to leave the road to deliver plants.

ONPN reserves the right to amend these Terms of Trade from time to time. Such amendments will be published on its website: www.oratianatives.co.nz

Privacy

ONPN does not pass on your information to anyone else. This information is used only for the purpose for which it was given. From time to time we may send you information or nursery updates. You may ask to have your name removed from our mailing list at any time.

Electronic Banking Details

Name of Account:.....Oratia Native Plant Nursery Ltd.

Name of Bank:.....BNZ.

Branch:.....Glen Eden.

Branch Address:.....Glendale Road, Glen Eden, Waitakere City.

Bank Account Number:.....**02 0157 0135798 000**
Bank Branch Account Suffix

The fields used vary slightly from bank to bank but in most cases:

- 1 **Your name** should appear as "Name of Other Party".
- 2 "Particulars" should list the **statement** being paid, eg. April Stmt.
- 3 "Code" and "Reference" should be used to list **invoice numbers**.

A **remittance notice** should be faxed, posted or emailed when payment is made.