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[www.habitattreenursery.co.za](http://www.habitattreenursery.co.za)

34°01'29.5"S 18°49'05.7"E

## **Terms & Conditions**

### **Orders and Payments – Retail Purchases**

- Customers who do not have established accounts must pay for their orders in full at time of order/tagging. In the case of orders with lead time of longer than 14 days for whatever reason, a 50% non-refundable deposit is required on the entire order at the time of the order to reserve the trees. The balance is due 3 days before the scheduled delivery date.
- Orders placed telephonically will be confirmed in writing to ensure that no miscommunication occurs and to ensure your complete satisfaction.
- All orders made and requested urgently by un-established accounts, must be paid for with cleared funds prior to the tree being delivered.
- All orders cancelled after seven days may subject to a charge.
- All orders that are to be held longer than 30 days outside of agreed time-frames will require any balance outstanding to be paid in full and will also incur maintenance charges calculated at % per month.
- All special orders for stock bought in cannot be cancelled, unless agreed to by the management, and then with a cancellation fee that will be charged.

### **Orders and Payments – Additional Conditions for Account and Trade Purchases**

- All first time trade purchases must be paid in full at time of order.
- Regular trade customers are welcome to set up net 30-day account upon completion of a credit application and subject to approval and credit limit.
- Future purchases for trade customers who have been granted terms have 30 days from time of order to make payment. If an order is not to be delivered within the 30-day period, the trade customer must put a deposit of 50% of the tree value in order to hold the goods. The balance must be paid within 30 days of delivery.
- A sales invoice will be sent to you after delivery.
- A monthly interest charge is incurred by all accounts which are not paid within the agreed 30 days from invoice date. It is unlikely further deliveries will be made until the account is current and all further purchases will be on a cash basis for accounts with balances over 45 days. Management reserves the right to rescind account status of past due accounts although sales on a cash basis will always be welcome.

## Reserve Orders

- As a courtesy we allow a potential customer in good standing the opportunity to select and reserve stock for one week (7 days). However, reserve orders are only allowed on the stock you fully intend to purchase and not a general selection that you may purchase a minor percentage of.
- If after your visit, another customer wishes to purchase the stock you have reserved, we reserve the right to call you to verify that you are still interested in it and intend to purchase it. However, in the case where a potential customer regularly reserves stock but rarely converts; we reserve the right to either refuse to reserve stock or sell it to another customer within the seven days if they are not available to confirm.
- All reserve orders will expire after 7 days. We will not necessarily remove the reserve label immediately, but it will be saleable to anyone else. If the client finds that they do not require the stock Habitat would appreciate knowing this as soon as possible.

## Deliveries

- We have invested heavily in both rigid and articulated trucks and materials-handling equipment to provide you with superior service. We calculate delivery charges by the hour. Rates vary according to the type of vehicle/s required.
- We will do our utmost to facilitate your requested delivery date and window of time. However, we will confirm the date and approximate time prior to delivery, and are not liable for any damages customer may claim due to delays from weather, unrest / protests, road closures, mechanical breakdowns, acts of God or any event out of the control of Habitat Tree Nursery.
- The purchaser must have someone available to carefully check the order and sign, confirming that the trees have been delivered in excellent condition and are accepted. If this is not possible, we will only accept liability for missing or damaged trees if we are sure that we are at fault.
- Should the client request that they provide their own equipment (such as a crane, truck etc.) and/or staff to load / unload the trees to save charges, Habitat Tree Nursery will not be liable for any damages which may occur.
- Parking permits and/or adequate parking space for the delivery vehicles must be arranged and paid for by the client prior to delivery. If this is not done and parking tickets occur, outside of our control, the cost will be passed on to the client. Additionally, if there is nowhere to park and the delivery has to be abandoned due to no fault of our own there will be a redelivery charge. Furthermore, if we are unable to park close to the project so that it significantly increases the amount of labour required to offload, we reserve the right to charge the client the additional cost that will incur.
- Our driver has the right to reasonably refuse to offload if she/he deems conditions to be unsafe or if conditions are such that the lorry or equipment might get stuck.

- If our truck is stopped from unloading and standing time results, an hourly fee, per truck, will be charged. Having to return the trees to our nursery and redeliver them later will result in an additional labour charge and redelivery fee, unless the error was by Habitat Tree Nursery or any member of our team.
- If a client requests that their own trucks / machinery to be used we cannot be held responsible for any accidents or damage done to their machines or stock paid for due to their driver's lack of experience in how to handle the trees that may result in them being damaged. Furthermore, any damages or injuries to our property or team whilst loading / unloading is being done by your staff will be your responsibility. Our equipment has been designed with attachments to facilitate handling and our staff is experienced and trained on how to handle the trees.

### Collections

- At least 24 hours' notice is necessary to prepare orders for collection from our nursery, although we may, at times be able to accommodate quicker turnarounds. Outstanding amounts must be settled prior to preparation unless on established accounts. When collecting, please ensure that your vehicle is long enough and has ample cover to protect the stock during transit. No securing materials will be provided by Habitat Tree Nursery when collecting orders, it is the responsibility of the client to provide these. Weekend collections are not possible due to limited personnel at the nursery.
- If a client requests and purchases trees or other plant material which is in contravention of the law; Habitat Tree Nursery is in no way liable for any fines or enforcement action should there be a problem.
- We do our utmost to ensure that plants are undamaged, but as we have no control over the plants supplied by us once they have left our control, we give no warranty, expressed or implied except for that stated under the 'Warranty' section, as to the growth or suitability of the plants to their ultimate location, after acceptance of delivery or collection. Any trees or plant material that is unacceptable must be rejected at the time of delivery or alternative arrangements made with the office. Failure to do so will deem those goods as being accepted by the customer.
- Please take note that any stock collected at the nursery by a customer or a third party on behalf of a customer is done entirely at the clients own risk and responsibility. Trees and plants will be loaded and packed to the best of our capability, but remains the responsibility of the driver / client to ensure the safe travel of stock. Habitat Mature Tree Nursery will accept no liability whatsoever for damages occurred once truck/ trailer leaves our premises.

### Maintenance fee

- First 2 months free of charge.
- As from the 3<sup>rd</sup> full month a 3% maintenance fee per month will be applied and invoiced prior to collection or delivery.
- After 6<sup>th</sup> full months a 6% maintenance fee per month will be applied and invoiced prior to collection or delivery.
- After 12<sup>th</sup> full months a 10% maintenance fee per month will be applied and invoiced prior to collection or delivery.
- Part month will be charged for pro rata.

## Planting

- It is the responsibility of the buyer to mark out exact locations of underground services (electricity cables, gas, etc.) on site. Habitat Tree Nursery can accept no liability for damage to underground services which might occur during excavation of tree holes, unless their precise locations have been clearly marked out prior to commencement of planting works.
- The client is given the opportunity to approve precise planting locations of trees prior to excavation of tree holes. Should the client change his/her mind about the positioning after planting holes have been dug, Habitat Tree Nursery reserves the right to charge for the additional labour required to resite tree holes. In such cases, Habitat Tree Nursery also reserves the right to postpone/reschedule completion of planting works in order to meet scheduling commitments to other customers. Furthermore, with large trees it may be physically impossible or prohibitively expensive to move a tree once it has been planted without potential negative consequences.
- If planting on ground that the customer does not own freehold, or where covenants require permission from others, it is the responsibility of the buyer to ensure that all permissions have been received prior to planting. If at any time either immediately prior to planting or on the day of planting we have to stop and pull off and/or reinstate the planting area, the cost for this extra work will be borne by the customer. If the job is cancelled the normal restocking charges apply.
- Staking is not a standard practice but rather a request by the client and is subject to additional cost other than the standard installation cost. Our trained site managers use their professional judgment as to the best way to secure your tree at planting based on the information you give them. However, if the planting team, once on site, deems the method selected as inadequate due to conditions not disclosed at time of purchase, Habitat tree Nursery has the right to request that you pay for the additional cost of securing your tree(s). If not agreed the warranty will be invalid should the tree fail due to insecure anchoring.
- Client dug tree holes must be excavated to correct specifications. It is the responsibility of the client or client's representative to confirm planting-hole specs with Habitat Tree Nursery prior to excavation. Furthermore it is critical that an appropriate amount of the best topsoil is left beside the tree hole and that it is not trampled down. If at all possible dig the tree holes no more than one day in advance and please ensure that the tree hole does not fill up with water prior to our arrival. With client dug tree holes, any extra soil left over after planting will not be removed by Habitat Tree Nursery. Any deviation from the above including incorrect planting depth or excessive width that requires correction by our staff may result in additional labour charges.
- On occasion it may occur that the planting crew will arrive on site to plant your tree(s) and realise for various unforeseen reasons that it is not possible to excavate as quoted. As a result it may mean a more labour-intensive and/ or a much more challenging hand dig. It may be necessary to hire a digger to do the excavation work. An additional fee may have to be charged if we feel that the job was in any way misrepresented, however unintentional.

## General Terms

- Our Availability List is subject to items remaining unsold at time of order and should be viewed as a guideline only.
- These terms and conditions shall take precedence over any other that customers may attach to their orders.
- Prices are quoted for the plant stock only and do not include delivery or VAT unless specified.
- Prices quoted for delivery and installation are subject to easy access for our staff, equipment / vehicles and machinery. Where unforeseen difficulties occur due to client having failed to inform Habitat Tree Nursery of difficult access or conditions, the client will be charged accordingly.
- Although every effort is made to maintain the prices shown on our availability list for the entire season, Habitat Tree Nursery reserves the right to modify prices without advance notice.
- We hereby reserve the right to the property of any goods sold whether on or off site until payment in full has cleared.
- All plants are believed to be true to name, but in the event of an error on our part, our liability to pay charges or compensate shall not exceed a refund of the price paid.

## Warranty

- **Supply and Installation Warranty** – The only warranty offered by Habitat Tree Nursery is a guarantee that the stock was supplied structurally sound, had a good root system, was in good health, and true to-type. It is the customer's responsibility to check the stock on arrival / collection. We will investigate any complaints in good faith, and replace/refund in cases where legitimate problems are found. The cost of this limited warranty is included in the price of the tree(s).

## Advice

- In cases where a site visit has been undertaken, we are not able to guarantee against adverse site conditions which were not apparent during the site visit or not disclosed by the customer (i.e. seasonal flooding or high winds). Furthermore, should site conditions materially change after our site visit it is the responsibility of the customer to inform us prior (i.e. at least 24 hours in advance) to the scheduled planting. Obviously, any resultant additional costs will be billable.
- In cases where plant identification is requested to repair or extend an existing hedge or tree line of unknown variety, we are pleased to offer the benefit of our experience, but can only guarantee that the stock supplied is the stock the customer has ordered. In such circumstances the customer is encouraged to seek the advice of an arboriculture consultant / Landscaper for a second opinion to make a firm identification of the species or variety required prior to placing an order.