

TERMS AND CONDITIONS OF TRADING

The following Terms & Conditions of Trading of all goods and service supplied by Wariapendi Farm Nursery Pty Ltd (ABN) to any person or entity placing an order with Wariapendi for the purchase of any goods ('the customer') these terms and conditions shall apply except as to otherwise agreed upon in writing between Wariapendi and the customer.)

BUSINESS HOURS: For current trading hours please visit our website at www.wariapendi.com.au

General

1. No quotation by Wariapendi Nursery shall constitute an offer. All quotes remain open for acceptance by the Customer and Wariapendi Nursery within thirty (30) days.
2. All orders placed with Wariapendi Nursery shall only be accepted subject to these Terms and Conditions. Wariapendi Nursery may at any time, and from time to time alter these Terms and Conditions of Sale and such altered Terms and Conditions of Sale shall apply after notification by Wariapendi Nursery to the Customer.
3. Cancellation of orders will result in the loss of deposits. Wariapendi Nursery reserves the right to cancel any order after four weeks from the time the plants are made available.
4. All prices quoted are for pickup from nursery unless otherwise arranged.
5. All non-account (C.O.D.) customers must make payment before plants are released. The granting of credit is at the absolute discretion of Wariapendi Nursery. We accept payment by cash, cheque, bank transfer, EFTPOS, Mastercard or Visa card. Account Customers require a minimum of \$100.00 per transaction otherwise C.O.D. shall apply. Account customers shall make payment of all amounts payable within 21 days from date of invoice.
6. All overdue accounts are subject to a credit charge of 2.5% of amount due or a minimum of \$5.00 per month. Account status may be cancelled at any time at Wariapendi Nursery discretion.
7. Customers shall not be entitled to withhold payment of any account by reason of any account query, dispute or set off. The Customer agrees to pay Wariapendi Nursery Administration and Handling fees in respect of any copies of documents required or other processing involved in the conduct of the account.
7. If the Customer fails to make payment in accordance with Clause 5, Wariapendi Nursery shall be entitled to:-
8. Charge an interest rate of 1.5% per month on overdue amounts calculated on a day to day basis on any monies due but unpaid. Please note that this interest charge is not a penalty but is a true measure of damages incurred by Wariapendi Nursery.
9. Claim from the customer all costs, expenses and charges incurred on any account in dispute.
9. The customer shall examine the goods immediately after delivery and Wariapendi Nursery shall not be liable for any shortage, damage, defect unless Wariapendi Nursery receives notification in writing within 48 hours from date of delivery.
10. The risk in the goods shall pass to the customer upon delivery to the customer or his agent or to a transport company nominated by the customer.
11. The customer shall be responsible for any loss or damage to goods following delivery.
12. Wariapendi Nursery shall not be liable for any failure or delay in supply or delivery the goods where such failure or delay is wholly or partly due to any cause or circumstance whatsoever outside the reasonable control of Wariapendi Nursery including, but not limited to, fire, frost, hail, plant disease, act of god, breakdown of plant, shortage of supply, vandalism, storm or tempest or transport delays.
12. Wariapendi Nursery shall not be liable to accept any goods returned but may in its discretion accept return of goods other than for reasons outlined in clause 9. Return freight and other expenses will be paid for by the customer.