



TERMS AND CONDITIONS No: 8

Date Issued: January 2014

General

1. These terms and conditions for Just Trees Pty Ltd cancel all previous terms and condition issued and are subject to alterations without further notice.
2. All customers are welcome to visit our nursery, but we request that you make an appointment prior to arrival.

Orders

3. The placing of an order confirms acceptance of these terms and conditions.
4. Orders can be made telephonically, by email, sms or fax.
5. While every effort will be made to ensure that prices quoted will remain the same, all prices are subject to change without prior notice.
6. Prices will only be held firm for forward orders where full payment has been received prior to the price change.
7. Prices quoted are:
 - a. Wholesale
 - b. Exclusive of VAT
 - c. Exclude delivery
 - d. Only guaranteed once full payment has been received by Just Trees
8. Only bona fide registered nurseries, landscape contractors, municipalities, landscape architects, property developers, schools, farms and government departments qualify for wholesale prices. This needs to be evidenced by sending to Just Trees the organisation's registration certificate, trade credentials, VAT number or other similar documentation.
9. The list of trees on the availability list are those available at the time of publishing the list and are subject to change from that moment onwards.
10. A handling and/or holding fee of 10% will be charged on any order cancelled after the trees have been set aside and/or pulled from the nursery.

Transport and Delivery

11. Delivery can be requested and is charged as follows:
 - a. The general delivery charge for 400L and smaller trees is 10% of the order value for delivery within 100km of Paarl.
 - b. The minimum delivery charge is R300-00 ex VAT.
 - c. Delivery of 1000L trees is subject to quotation.
 - d. Deliveries further than 100Km from Paarl are subject to quotation.
 - e. Just Trees requires a minimum of 2 days advanced notice for all deliveries and collections.
 - f. Just Trees will not take any responsibility for damages that occur after delivery or collection.





- g. No trees that leave the nursery in a good condition will be replaced after being accepted by the customer.
- h. Deliveries will be offloaded next to the delivery vehicle in an area which can be easily reached. The trees will not be carried over large distances or placed in holes unless prior arrangement has been made.

Payment and securing trees

12. TERMS ARE STRICTLY CASH BEFORE DELIVER UNLESS PRIOR ARRANGEMENTS HAVE BEEN MADE

13. To secure trees you can either:

- a. Pay 100% in advance and take delivery of the trees within 30days of the order being confirmed.
- b. Customers wishing to secure trees for future periods can pay an upfront, nonrefundable deposit of 20% of the full order value (or any other amount that is agreed upon), plus a holding/maintenance fee of 2% per month of the full order value. The balance is payable prior to delivery.
- c. All goods remain the property of Just Trees until full payment has been received. Giving a negotiable document does not constitute payment.
- d. A handling fee of 10% will be charged on any order cancelled after the trees have been pulled from the nursery.

14. All payments should be made by EFT to the following bank account:

Bank: ABSA
Branch Code: 632656
Account Name: Just Trees (Pty) Ltd
Account Number: 4071134698
Account Type: Current account

15. Interest will be charged on all overdue accounts at a rate of Prime plus 3%. Thereafter the usury rate will apply.

