



TERMS AND CONDITIONS

Date Issued: 07 April 2026 (Version 9)

General

1. These terms and conditions for Just Trees Pty Ltd cancel all previous terms and conditions issued and are subject to alterations without further notice.
2. All customers are very welcome to visit our nursery; **however please notify us prior to your arrival to ensure you are not disappointed.** All customers will be accompanied through the nursery.

Orders

3. **THE PLACING OF AN ORDER CONFIRMS ACCEPTANCE OF THESE TERMS AND CONDITIONS.**
4. All orders are confirmed only when they are in writing, on the customers written headed order book or letterhead and signed by the customer.
5. While every effort will be made to ensure that the prices quoted will remain the same all prices are subject to alteration at any time without prior notice.
6. Prices will only be held on forward orders where the full payment has been effected before any sales price increase.
7. Prices quoted are:
 - a. WHOLESALE PRICES, and
 - b. Exclude V.A.T. and,
 - c. Exclude delivery unless delivery has been requested.
 - d. ONLY guaranteed once FULL payment has been received by Just Trees.
8. Only bona fide registered Nurseries, Garden Centers, Municipalities, Landscape Contractors, Landscape Architects, Property Developers, Schools, Farms & Government Departments qualify for wholesale prices. This needs to be evidenced by sending to Just Trees Pty Ltd the organizations registration certificate, proof of trade credentials, VAT number, or other similar registration documentation.
9. The list of trees on the availability list are those which are available at the current time. A separate list of trees which will become available during this season is available on request; please note however that trees are ONLY guaranteed as part of an order once a written order has been received **AND accepted** by Just Trees. The availability of trees will be allocated on a "first come first served" basis.



Transport and Delivery

10. Delivery can be requested and is charged as follows:

- a. The general delivery charge is 15% of the order value for deliveries made within a 100Km distance of the farm in Paarl; please ring to confirm.
- b. There is a minimum delivery charge of R1500 ex VAT on any single order.
- c. Delivery of 1,000L trees is charged on a time basis and hence we will quote separately for these as and when requested.
- d. We are more than happy to arrange deliveries further a-field and ask that you please ring for a separate quote.
- e. If the client requires the stock to be insured during transportation they must let Just Trees know in writing prior to delivery taking place.

Just Trees will require 2 days advanced written confirmation for all delivery addresses/collection times to allow sufficient time to retrieve trees from the nursery.

If the customer is collecting from our nursery then Just Trees Pty Ltd will take **NO** liability or responsibility for lost or damaged trees from the moment the trees are collected.

If Just Trees Pty Ltd is delivering the trees then it will accept **NO** liability or responsibility for lost or damaged trees, if the trees are delivered at the agreed time and to the agreed address and the customer is either not present or not ready to accept the trees. No trees leaving the nursery in a good and healthy condition will be replaced after acceptance by the customer.

Deliveries will be offloaded next to the delivery vehicle in an area which can be easily reached; the driver in his or her sole discretion will determine where is safe to drive and where is not. The trees will not be carried over large distances unless prior written notice has been given to, and accepted by, Just Trees.





Payment & securing trees

- 11. TERMS ARE STRICTLY C.B.D. (Cash Before Delivery) UNLESS PRIOR ARRANGEMENTS HAVE BEEN MADE.**
- 12.** To secure trees you can either:
- a. Pay 100% C.B.D and take delivery of the trees within 14 days of the order being confirmed,
 - Or
 - b. Customers wishing to secure trees for future periods can pay upfront, a cash deposit of 20% of the full order value, plus a rental fee of 2% of the order value per month, or part thereof, with the balance payable on delivery. The rental charge has to be paid in full before the trees will be released.
 - c. All goods remain the property of Just Trees until full payment has been received and until the purchaser has fulfilled all other obligations in favour of Just Trees arising from any cause whatsoever. Giving a negotiable document does not constitute payment.

If NO DEPOSIT PAYMENT is received within 14 days of a written order being sent to Just Trees Pty Ltd, the trees will be returned to stock and the order effectively cancelled.

A handling fee of 10% of the full order value will be charged on any order cancelled after it has been picked out of the nursery.

- 13.** All payments should be made by EFT to the following bank account:
- | | |
|---------------|--------------------|
| Bank: | ABSA |
| Branch Code: | 632656 |
| Account Name: | Just Trees Pty Ltd |
| Account: | 4071134698 |
| Account Type: | Current Account |
- 14.** Interest will be charged on all overdue accounts at the rate of Prime + 3%. Thereafter the usury rate will apply.