



## TERMS OF TRADE

This catalogue cancels all previous catalogues.

**“Freight Free in Store” south island wide on orders over \$500.00 (Excluding GST) paid by the 20<sup>th</sup> of the month following delivery. All other orders will have freight charged at cost.**

**5% discount will apply on orders dispatched during the months of April, May, June, and July for consignments over \$500.00 and paid by the 20<sup>th</sup> of the month following delivery.**

GST is extra, and prices are subject to alteration without notice.

Minimum quantity supplied in any one variety is 3 plants. Orders of less than minimum numbers per variety will be charged at a premium rate of 50 cents extra per plant.

Most plants are ready for dispatch in April. Orders placed will be supplied on a first come first served basis subject to shortages caused by conditions beyond our control.

Payment for plants supplied shall be due and payable on the 20th of the month following delivery.

A late penalty payment at the rate of 2% per month shall accrue on any amount outstanding from the due date until the date of payment. All costs incurred in the collection on any outstanding accounts shall be payable by the account holder.

All plants supplied shall remain the property of Blue Mountain Nurseries until payment for the entire order is made in full (including GST, any freight charge and collection costs).

Blue Mountain Nurseries take care to have all plants sold by them to be true to name and description, to the best of their knowledge, but any express or implied condition, statement or warranty, arising by statute or common law or otherwise, as to growth, description, quality or productiveness, is hereby excluded and Blue Mountain Nurseries will not undertake to replace failures or be responsible for the plants supplied.

Blue Mountain Nurseries shall not be liable for any loss, damage or deterioration to the goods during delivery to the purchaser that causes loss or damage to the purchaser. Any goods damaged during delivery must be notified to the last carrier immediately and to Blue Mountain Nurseries within 5 working days of the goods arrival for a credit to be given.

Blue Mountain Nurseries shall not be liable for any loss caused by late delivery of the plants because of crop failure, disease, Government or local authority regulation or order, Act of God, or Negligence of the Supplier and its servants.