

## TERMS AND CONDITIONS

1. Albasini Nursery (Pty) Ltd assures clients that everything possible will be done to ensure that Albasini plants are true to name, type and label. While all reasonable care is taken to deliver sound, healthy plants that are true to description, no guarantee, express or implied, can be provided in this regard.
2. Should any plants supplied prove not to be in accordance with name or label; liability will only extend to the refunding of the purchase price, or replacement of the plants in question if possible. No liability will be accepted for any loss or damage, direct or indirect, arising from any other cause.
3. No guarantee can be given regarding growth or productiveness because these can be affected by agricultural practices and environmental influences beyond the control of Albasini Nursery (Pty) Ltd. Albasini Nursery (Pty) Ltd disclaims any and all warranties of productivity including both tonnage and quality. Such practices and influences could for example – but without limitation – consist of a poor planting site, wet location, improper soil, a frost event, a planting in a zone not recommended and neglect or damage after collection or delivery. Prior exhibition of a sample packout, block or orchard – if and to the extent applicable – shall not create an express or implied warranty that the plant material being sold will conform to the sample packout, block or orchard. Seller disclaims any warranty, expressed or implied, that the plant materials are free from non-visible plant diseases, viruses, insects or other latent defects, buyer agrees to assume those risks.
4.
  - 4.1. In terms of plant collection, Albasini Nursery (Pty) Ltd undertakes to pack and stack plants in good condition and suitably for collection. When plants are collected, the risk on the goods will pass to the client on collection.
  - 4.2. Delivery is possible at the client's request, if the costs of transport are borne by client, on the following condition: In case of client's nominated transport companies, Albasini Nursery (Pty) Ltd accepts no liability for loss or damage, which may be due to delay in delivery or negligence of carriers after the plants have been handled to client nominated and approved transport companies. The client shall agree in writing approving the nomination of such transport company on this condition in advance of delivery.
5. All orders to be delivered further to clause 4.2 will be inspected prior to dispatch, with digital photos being taken and a checklist completed. These photos and checklist will be emailed to the purchaser on dispatch. The client is invited to view each batch to be sent prior to the trees being sent.
6. While Albasini Nursery (Pty) Ltd will do everything in its power to ensure that orders are fulfilled as promised, it cannot accept responsibility for any loss or damage, or plants not being available for delivery on the anticipated date, due to slower growth beyond the control of Albasini Nursery (Pty) Ltd, caused by forces beyond its control such as unexpected environmental conditions, including acts of God, such as – but not limited to – extreme drought, hailstorms, locusts, government regulations or restrictions or any other cause, or if delivery is not possible for any reason whatsoever.
7. All prices are subject to alteration annually with a one month notice period. Albasini Nursery (Pty) Ltd considers an annual increase to all its stock on 1 March of each year, orders that have been placed and confirmed with the initial 50% deposit paid will not be subject to any price increases.
8. All invoiced prices quoted are ex-works. These do not include e.g. packaging, repotting and the issuing of Phyto Sanitary documentation for export out of the country, unless otherwise agreed in writing.

9. An order will only be considered, placed, once the order confirmation form has been signed, and received. Albasini Nursery will issue a pro forma invoice for the deposit, which will ensure final confirmation of the order. Should the purchaser fail to pay the required initial 50% deposit within 14 days, the order shall be forfeited. The deposit payment is made up as follows:
- initially 50% (fifty percent) to confirm order; and
  - subsequently 25% (twenty five percent) 12 months after date of order confirmation.
- If the subsequent 25% deposit is not paid within 14 days or in the event of cancellation of this order by the client after the above mentioned initial and/or subsequent deposit(s) has/have been made, such deposit(s) shall not be refunded and forfeited as liquidated damages to Albasini Nursery (Pty) Ltd. Albasini Nursery (Pty) Ltd reserves the right to claim further compensation for loss or damages, as the case may be.
10. The balance of the final payment for plants ordered will be settled and paid in full prior to the collection or dispatch of any plants from Albasini nursery (Pty) Ltd. No plants will be released or delivered prior to full and final settlement of all outstanding amounts for a specific order, or part thereof, as may be applicable. Ownership shall not pass to the client until after the moment that Albasini Nursery (Pty) Ltd has confirmed receipt of the entire amount due to it in respect of the order from the client.
11. This order shall be governed and construed by and must be interpreted in accordance with South African law. Any dispute arising out of or in connection with the order or any further invoice, confirmation or other document resulting from it, including questions in respect of the authority of the judges or any injunctive relief or any other provisional measures, shall be submitted to, resolved by and settled by the local Magistrate's Court.
12. If trees have not been collected after 30 days from the day that the customer was given notice that the trees are ready for collection, a storage fee of R1.00 (one rand only) per tree, per month will be charged.

To confirm this order, please sign this document in acceptance of the Order and Terms of Sale.

Purchaser:

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Authorised signatory

Date

For Albasini Nursery:

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Nursery manager

Date