

## TERMS AND CONDITIONS

### 1. General

- a) These terms and conditions for Landscape Operations cc trading as Sun Trees cancel all previous terms and conditions issued and are subject to alteration without further notice.
- b) All customers are very welcome to visit our nursery, **however please notify us prior to your arrival to avoid disappointments.** All customers will be accompanied by salesmen through the nursery.
- c) Sun Trees does not provide warranty on a tree that is selected by the customer or the customer's agent that is unsuitable for the soil, location or conditions where the tree is planted.
- d) **Trees are dispatched from the nursery in a growing condition and will not be replaced due to damage caused by unforeseen circumstances.**

### 2. The placing of an order confirms acceptance of the following Terms and Conditions:

- a) All orders are confirmed only when they are in writing via email or on the customer's written and signed order slip [invoice from the Tree farm]
- b) **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.**
- c) Prices will only be held on forward orders where the full payment has been effected before any sales price increase.
- d) Prices quoted are:
  - i. WHOLESALER PRICES, and
  - ii. Include V.A.T. and,
  - iii. Exclude delivery unless delivery has been requested.
  - iv. ONLY guaranteed once FULL payment has been received by Sun Trees.
- e) The trees on the availability list are those which are available at the current time. Trees are ONLY guaranteed as part of an order once a written order has been received **AND accepted** by Sun Trees. The availability of trees will be allocated on a "first come first served" basis.

### 3. Transport and Delivery

- a) Sun Trees will require 2 days advanced written confirmation for all delivery addresses/collection times to allow sufficient time to retrieve trees from the nursery.
- b) It is the customer's responsibility to check the stock on arrival, all claims or concerns must be notified immediately in writing [within 48 hours of delivery].

- c) If Sun Trees does not plant the tree(s), the only warranty offered is a guarantee that the stock was supplied structurally sound, has a good root system, is in good health, and true-to-type.
- d) 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 long distances unless prior written notice has been given to, and accepted by Sun Trees.

#### **4. Tree planting and relocation**

- a) Where the planting service is provided, either for a fee or gratis, it is subject to certain conditions: soils need to be reasonably workable when undertaking soil preparation.
- b) Site conditions that will require us to do extra work for instance stony conditions, buried foundations, stumps or root obstructions would be a variation order to the works.
- c) Buried cables and water pipes need to be clearly pointed out on our arrival at site to the planting team leader.
- d) It is further agreed that the client will clearly demarcate the preferred tree position prior to our arrival on site. We will not be held liable for any damage whatsoever caused.
- e) If a tree that has been planted for you by Sun Trees is not showing signs of stress, **please report the matter immediately by providing us with images. If a period of 1 month lapses without reporting anything, it is no longer Sun Trees' responsibility.**

#### **5. Disposal of waste**

- a) All waste generated during the works e.g. stones, lawns, surplus soil, roots will be for your own account and remains in situ **unless the disposal thereof has been quoted for.**
- b) It is agreed that Sun Trees will not be held liable for any consequential and or accidental damages that may arise during the works.

#### **6. Payment, reserving & securing trees**

**TERMS ARE STRICTLY C.B.D. (Cash BEFORE Delivery) UNLESS PRIOR ARRANGEMENTS HAVE BEEN MADE.**

**Any tree may be reserved for a period of 7 days after which the reservation lapses**

To secure trees you can either:

- a) Settle in full prior to delivery taking place.
- b) All goods remain the property of Sun Trees until full payment has been received and until the purchaser has fulfilled all other obligations in favour of Sun Trees arising from any cause whatsoever. Giving a negotiable document does not constitute payment.
- c) **If NO DEPOSIT PAYMENT is received within 14 days** of a written order being sent to Sun Trees, the trees will be returned to stock and the order effectively cancelled.