

SHADOWLANDS WHOLESALE NURSERY

Terms and Conditions

General

1. These terms and conditions for Shadowlands Nursery cancel all previous terms and conditions issued and are subject to alterations without further notice.
2. Shadowlands Nursery only supplies bona fide registered Nurseries, Garden Centres, Municipalities, Landscape Contractors, Landscape Gardeners, Landscape Architects, Property Developers, Home Owners Associations, Schools, Farms and Government. No private individuals or residents of HOA will be allowed to purchase. All clients need to fill in a client application form.
3. All customers who meet the criteria as set out above are very welcome to visit our nursery. Please report to the office upon arrival. A Customer Service person, if available, will accompany you through the nursery. However, if someone is not available you are welcome to load your vehicle and it will be checked at the office.

Orders

4. 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.
5. Delivery can only take place with a minimum plant order to the value of R500 excluding VAT and the additional delivery fee.
6. Prices quoted are wholesale prices and exclude VAT and a delivery fee if delivery has been requested.
7. The list of plants on the availability list are those which are available at the time of preparing the list. Orders remain subject to availability when order is drawn.
8. No plants may be returned to the nursery after being delivered/collected.
9. No plants leaving the nursery in a good and healthy condition will be replaced after acceptance by the customer.

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 orders as follows - Overberg to Gansbaai, West Coast to Vredenburg, N1 to Worcester, R60 to Robertson - with a minimum delivery charge of R100 on any single order, and subject to load size.
 - b) Please order at least 2 days before needed, taking the delivery schedule into account. We try our best to satisfy all customer requirements but need sufficient time to draw the plants, label where necessary, load and despatch the order. The delivery will then be scheduled into the normal routine. The same procedure applies to collects from the nursery.
 - c) Deliveries will be offloaded on the pavement in an area which is easily accessible: the driver at his or her sole discretion will determine where it is safe to drive or not. Plants will not be carried further, unless it has been arranged with the office at the time of placing the order.

- d) The driver will also make sure that the site manager is aware of the delivery, wherever possible. Please always try to supply a name and telephone number of the site manager when placing an order.

Acceptance and returns

11. If Shadowlands Nursery is delivering the plants, then it will accept no liability or responsibility for lost or damaged plants if they were delivered on the agreed day, to the agreed address and the customer is either not present or not ready to accept the plants.
12. If a customer is collecting from the nursery then Shadowlands Nursery will take no liability or responsibility for lost or damaged plants from the time they are loaded.
13. The placing of an order confirms acceptance of these terms and conditions.

Payment

14. All plants collected at the nursery must be paid for in full before they are able to leave the premises, unless prior arrangements have been made. We have a card machine at the office. A computer is available if you would like to do an EFT.
15. Terms are strictly C.B.D. (Cash before Delivery)
16. All payments should be made by EFT to the following bank account:

Bank: Standard Bank (Cape Gate)

Branch code: 050410

Account name: Shadowlands Nursery

Account number: 270784314

Account type: Cheque account

NB : Please send proof of payment with the quote/invoice number to fax -021 9064302 or email alex@shadowlands.co.za and Chantal at accounts@shadowlands.co.za

17. Please advise the office of any change of address and/or contact details.
18. We email availability lists on a weekly or monthly basis. Please let the office know if you would like to receive one and at what frequency.
19. Interest will be charged on all overdue accounts at the rate of Prime + 5%. Any legal costs incurred on the overdue accounts will be for the customer's own account and will be payable on the scale as between attorney and client.

Polkadraai Nursery cc t/a Shadowlands Nursery

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Members: WB Bayer and CJ Bayer

Level 1 B-BBEE Contributor