

You acknowledge that you have read the Terms and Conditions of Supply prior to accepting a Prestige Plants Australia Pty Ltd Quotation, Order Acknowledgement, Delivery Docket (including supply of stock) and/or Tax Invoice. You acknowledge that the Terms and Conditions of Supply are binding upon acceptance of a Prestige Plants Australia Pty Ltd Quotation, Order Acknowledgement, Delivery Docket (including supply of stock) and/or Tax Invoice.

QUOTATIONS AND ORDER ACKNOWLEDGEMENTS

- All Quotations and/or Order Acknowledgements must be requested in writing.
 - Prestige Plants Australia Pty Ltd reserves the right to accept or decline in whole or in part any order made by the customer for the supply of goods and to supply the goods ordered in whole or in part.
 - Any changes to Quotations and/or Order Acknowledgements must be requested in writing. These include but are not limited to:
 - Change in quantity
 - Change in pot size
 - Change in species, genus or variety
- Exempt from any changes is contract grown stock and stock procured from an external source. Stock of this nature will be supplied and paid for in full, whether required by the customer or not.
- All quoted prices are exclusive of GST. Quotes are valid for 90 days only from date of submission to the Customer. After this date, Prestige Plants Australia Pty Ltd reserves the right to re-quote as required.
 - Confirmed Order Acknowledgements exceeding 60 days from agreed supply date may be subject to re-pricing.
 - Acceptance of a Quotation and/or Order Acknowledgement must be made in writing via email communication.
 - Changes to Quotations and/or Order Acknowledgements are subject to availability at the time of notification.
 - If an order for contract grown plants is confirmed and a purchase order is issued and then drawings change, Prestige Plants Australia Pty Ltd reserves the right to charge out 100% of that order at the quoted price.
 - If an order is cancelled, Prestige Plants Australia Pty Ltd will endeavour to on-sell any stock that is commonly grown and held by the company. If Prestige Plants Australia Pty Ltd is unable to do this, the customer may be charged 100% of the quoted price. Any brokered stock will be charged out at 100% of the quoted price.
 - Orders placed by Pre-paid customers (non-account holders) must be made in full, prior to midday the day before requested delivery date. Delivery dates will not be confirmed until payment has been received in the bank account.
 - Payments by credit/debit card, as allowed by ACCC in conjunction with RBA, will incur a surcharge calculated at a rate no greater than what is charged to the supplier to accept the payment of that type.
 - Computer generated remittance advices will not be accepted as proof of payment. Bank receipts must be submitted.
 - Delivery charges will be noted on all Quotations and/or Order Acknowledgements and are a cost per delivery requested from that document.
 - All stock inspection dates and times are to be pre-arranged and confirmed with the nominated salesperson, at least 48 hours prior to inspection. All persons expecting to participate in inspections are to wear appropriate attire including footwear and hi visibility. Prestige Plants Australia Pty Ltd endeavour to provide the highest quality stock, either grown within the business or sourced from an external party. Once stock has been inspected and approved as passed, direct customer rejection, third party rejection or change of mind will not be accepted. Any stock utilised during a destruction test for inspection purposes will be charged to the customer at full cost.

DELIVERIES

- Stock is only subject to delivery once meeting the \$1,000.00 ex. GST minimum stock order. Orders placed under this threshold are eligible for pick up only.
- Whilst all reasonable efforts are made to give approximate delivery times, these are estimates only and are in no way binding to your delivery. Any first delivery requests will be taken into consideration but not necessarily granted.
- The sole responsibility lies with the customer to ensure site access has clearance of minimum 4.3m in height. Deliveries are to curb side only.
- A customer representative must be on site to accept any delivery by Prestige Plants Australia Pty Ltd.
- It is the responsibility of the customer to have appropriate unloading apparatus, resources and equipment available on site as needed for delivery. All OH&S requirements are to be observed to ensure Prestige Plants Australia Pty Ltd drivers can unload safely.
- Under no circumstances may the customer deny signature evidencing receipt of the goods by it of any employee, agent or carrier utilised or employed by the customer.
- Any stock requested for return must be confirmed by the salesperson and appropriate return form completed. Any contract grown stock or externally sourced stock is not eligible for return or credit. Any stock already planted will not be accepted for return. Only stock in saleable condition will be accepted for return.
- Any claims must be made in writing via email with supporting evidence (photographs) to your allocated salesperson within 48 hours of delivery. Claims made outside of 48 hours will not be honoured.

FEES AND ADDITIONAL CHARGES

- Deliveries cancelled during the 24-hour period preceding the day of delivery may be subject to a cancellation fee of 10% of invoice value.
- Deliveries cancelled/re-scheduled/delayed during transit will incur a minimum \$300.00 ex. GST charge in addition to the original delivery fee.
- If a Prestige Plants Australia Pty Ltd driver spends more time on site than what is allocated, additional fees may apply. Fees may be charged at \$50.00 + GST per half hour block.
- Any stock returned due to no fault of Prestige Plants Australia Pty Ltd or cancelled after picking, will be subject to a 20% re-stocking fee of stock value. This includes but is not limited to:
 - Change of mind either by you, the customer, or third party.
 - Schedule change either by you, the customer, or by a third party less than 48 hours from delivery date.
 - Stock damaged by you, the customer, or third party.
 - Any error made by you, the customer, in reference to quantity, pot size, species, genus, variety etc.
 - Services on site preventing planting of requested stock.
 - Stock requested for supply but after delivery, not required until a later date and returned to Prestige Plants Australia Pty Ltd.
- Holding fees may commence 30 days after specified supply start or requested delivery date and at a rate of 5% per month.
- Prestige Plants Australia Pty Ltd reserves the right to charge a NON-REFUNDABLE deposit. The paid deposit amount will be deducted immediately from beginning of supply until exhausted, where a Pre-paid arrangement will then be in place for non-account holders or, added to the credit of account holders.
- Prestige Plants Australia Pty Ltd reserves the right to charge immediately for externally sourced stock. This includes but is not limited to:
 - Stock landed from a third party for inspection purposes.
 - Stock no longer able to be held by a third party.
 - For any other reason where Prestige Plants Australia Pty Ltd have been charged for the stock or incurred a loss ahead of delivery.

Stock will then be credited upon supply provided the payment for externally sourced stock has been received in full.

- All efforts will be made to bag tree stock at the time of supply. Rocket pots dispatched on stock to site will be charged and paid for until returned in full where an adjustment note will be raised. An adjustment note will only be raised and issued for COMPLETE rocket pots made up from the components returned. It is the sole responsibility of the customer to return all rocket pot components fully assembled and in a reasonable and reusable manner.

All stock remains the property of Prestige Plants Australia Pty Ltd until paid for in full.

Official account holders have a strictly 30-day EOM credit account with Prestige Plants Australia Pty Ltd. Payment in full is to be made within the terms approved. If payment in full is not received within these terms of trade, the Supplier reserves the right to withdraw credit and supply and interest may be charged at the rate of 15% per annum on all or any part thereof of monies outstanding from the date of invoice.

Disclaimer: The Terms and Conditions of Supply are accepted in conjunction with the Terms and Conditions of Sale as outlined in our 30-day credit account application forms for account holders.