

TERMS OF TRADE & CONDITIONS OF SALE

1. Placement of orders

Orders must be placed in writing and each order must specify:

- (a) The name of the business.
- (b) The name and phone number of the contact person for the order.
- (c) The date of the placement of the order.
- (d) The quantity and name of the plants ordered.
- (e) The delivery address for the order.

2. Minimum order

The minimum order is 3 full trays of plants.

3. Acceptance of orders

- (a) Yuruga will advise the buyer by phone or in writing within 7 days of receiving the order, the availability of the plants ordered and the proposed delivery date.
- (b) Where some plants in the order are unavailable, the buyer will advise Yuruga of substitutes to fill the order, and in the event of the buyer not providing that advice, Yuruga will fill the order up to 3 full trays or to the next full tray above 3 trays at Yuruga's discretion.

4. Collection or transportation of orders

Yuruga will prepare each order for collection at Yuruga's premises by an agent or courier of the buyer prior to the delivery date.

- (a) On the buyer's direction, at its cost and as agent on its behalf, Yuruga may arrange for transportation from Yuruga's premises to the delivery address advised by the buyer.
- (b) On collection from Yuruga's premises by the transport agent, Yuruga will issue the buyer with a written advice (by fax or email) notifying the buyer of the details of the consignment including number of plants, number of trays, name and contact details of transport agent, and date of collection from Yuruga's premises by the transport agent.
- (c) It is the buyer's responsibility to track the goods through to delivery, and all queries about transport and delivery are to be directed to the transport agent.
- (d) Interstate deliveries may require DPI Plant Health Inspections and Certification. It is Yuruga's responsibility to arrange for and obtain the required inspections and certification. However, all fees and charges associated with this are payable by the buyer and will be added to the buyer's invoice.
- (e) The buyer waives any claim for shortage of any plants delivered if a claim in respect for short delivery has not been lodged with Yuruga within 24 hours of the buyer receiving the plants (1 business day).
- (f) Yuruga is not liable for any loss, damage or delay occasioned to the buyer or its customers arising during transport or from late or non-delivery of the plants.

5. Packing of orders

Yuruga will safely and securely pack each order for transportation to the buyer in either nursery trays or nursery cartons as appropriate to the transportation being used subject to the following constraints:

- (a) Trays and cartons must be completely filled.
- (b) Trays and cartons hold 80 forestry (native) tubes or 12 pots (140mm).
- (c) Trays and cartons will be charged to the buyer at cost.

6. Payment

- (a) Where the buyer has established a 30-day account with Yuruga, the buyer must pay the price in relation to each order to Yuruga within 30 days of the receipt of the relevant invoice.
- (b) Where the buyer has not established an account with Yuruga, the buyer must pay the full price in relation to each order to Yuruga in clear funds prior to Yuruga arranging for the transportation of the plants or the buyer collecting the plants from Yuruga's premises.
- (c) If Yuruga is not paid for any plants on the due date specified in this agreement, without prejudice to any other right or remedy:
 - (i) All outstanding money carries interest on daily balances until paid at a rate of interest per annum equal to 2% in excess of the interest rate charged by National Australia Bank on overdraft accounts for sums up to \$50,000 Australian dollars.
 - (ii) Yuruga may recover the price of the plants together with all interest forthwith from the buyer as a liquidated debt in a court irrespective of any claim that the buyer may have against Yuruga for any thing or matter related to the plants delivered under this contract.

7. Passing of title

Title to the plants constituting an order passes to the buyer upon payment in full by the buyer being received by Yuruga in relation to such order.

8. Passing of risk

Risk in each order passes to the buyer upon delivery of that order to the buyer or collection of that order by the buyer's agent or courier as the case may be.

9. Return of Plants

Yuruga is not under any duty to accept plants returned by the buyer and will do so only on terms to be agreed in writing in advance in each individual case. If Yuruga agrees to accept returned plants from the buyer under this clause, the buyer must return the plants to Yuruga at Yuruga's place of business referred to at the head of these conditions.

10. No Representations

The buyer acknowledges that no warranty, condition, description or representation in relation to the plants is given by Yuruga, expressly or impliedly by this agreement or outside this agreement. All warranties, terms and conditions in relation to the state, quality or fitness of the plants and of every other kind whether expressed or implied by use, statute or otherwise is excluded.

11. Liability Excluded

Yuruga is not liable to the buyer in contract or in tort arising out of, or in connection with, or relating to the performance of the plants or any breach of these conditions; or any fact, matter or thing relating to the plants; or any error (whether negligent or in breach of contract or not) in information supplied to the buyer or a user before or after the date of the purchaser's or user's use of the plants.