

Conditions of Contract.

1. Quality and quantity of seedlings.

Top Crop will supply the quantity of seedlings ordered and on delivery these will be substantially free from any visible symptoms of disease unless stated by Top Crop Management. (See below #10)

2. Time periods.

Orders will be accepted for specific dates but the purchaser accepts that the delivery date may vary by 2 weeks on either side of the agreed date.

3. Cancellation or amendment.

No order may be cancelled by the purchaser. If the order is cancelled this will constitute a breach of the contract and the purchaser agrees to pay for the purchase of the seedlings less delivery charges, within 30 days of cancellation.

4. Inspection.

The purchaser shall inspect the seedlings on delivery and report any short deliveries and/or defective seedlings to Top Crop Nursery within 24 hours of delivery failing which the purchaser shall be deemed to have accepted delivery of the seedlings.

5. Latent defects and losses.

Subject to the warranty given in clause 1 above, Top Crop Nursery gives no further warranties and will accept no liability for latent defects of the subsequent death of a failure of any seedlings supplied. The purchaser agrees that Top Crop Nursery shall not be responsible for any consequential losses due to latent defects of subsequent death of failure of any seedlings

6. Non-performance.

The purchaser shall not have any claim of any nature against Top Crop Nursery for any failure by Top Crop Nursery to carry out its orders or any part of the purchaser's order as a result of vis major including but without being limited to any strike, lock-out, shortage of labour or shortage of material, delays in transport, accidents of any kind, inclement weather or default of delay by any sub-contractor, riot, political or civil disturbances and any act of state of government or any authority or other cause whatever beyond Top Crop Nursery's control.

7. Payment.

Payment of the purchase price for the seedlings shall be made to Top Crop Nursery at Cramond, Kwa-Zulu Natal within 30 days of statement. Interest will become payable by the purchaser on any amount outstanding 30 days from due date, at a rate of 24% per annum, and compounded monthly. All payments for cash customers will be either COD or if a direct deposit is to be made it must reflect in Top Crop Nursery's account before the delivery is made.

8. The purchase price.

The purchase price shall be the price stipulated on the confirmation of order form and there shall be no discounts unless these are reduced to writing by Top Crop Nursery and signed by Top Crop Nursery.

9. Variation and waiver.

No variation of these terms shall be valid unless it is reduced to writing and signed by an authorised representative of Top Crop Nursery.

10. *In certain instances especially during times of inclement weather seedlings may exhibit minor disease symptoms. If this occurs the purchaser will be informed of the malady in writing. After being informed, the onus is on the purchaser to accept or reject the delivery of the seedlings.*