

# Highsun Express Plugs, Seed, Tissue Culture-Terms and Conditions of Sale

## Ordering

Place all orders in writing. Where possible order by email [info@highsun.com.au](mailto:info@highsun.com.au) or free fax 1800 644 015, stating product tray size, quantity and date required. A four week lead time from placement of order to seeding is required to ensure timely scheduling and planting of your order. For tissue culture products, a four to eight month lead time is required from the tissue culture laboratories. You may change your order (in writing) up to the time of seed and and tissue culture purchase.

## Minimum Seed Order Quantity

The sum of the individual items must be equal to or greater than \$50 nett. Individual varieties are offered as a minimum nett \$20. Where the quantity ordered does not meet the minimum required, Highsun Express reserves the right to supply and charge for a greater quantity to meet the minimum stated.

## Deposits Confirmation

In some cases, deposits will be required. e.g. custom seeding / planting, new customers and large orders. Upon processing of your order an "Order Confirmation" will be forwarded. Orders should not be taken as accepted unless an "Order Confirmation" is received, whereupon the terms and conditions of trade shall be deemed to have been accepted and understood. All information you will need when making an inquiry into an existing order will be found on the Order Confirmation. Due date is approximate only. Please allow for this when ordering.

## Order Cancellation

**Order Cancellation - Seed or Plugs:** You may cancel prior to the seed date only if the seed has NOT been purchased and only with the consent of the seller. Under no circumstances will cancellations be permitted after the seed date, as listed in the "Order Confirmation", has passed. An invoice will be raised for the amount as shown on the "Order Confirmation" once your plants are ready. ALL CHANGES / CANCELLATIONS MUST BE IN WRITING. By customer request, Highsun will endeavour to "On Sell" plants on the customer's behalf. **The customer will incur an "administrative fee" of 15% of all goods on sold for this service.**

**Order Cancellation - Tissue Culture:** You may only cancel pre-ordered Tissue Culture if the Tissue Culture Laboratory allows us to cancel and only with the consent of the seller. Under no circumstances will cancellations be permitted once the Tissue Culture Laboratory has begun its internal processes. Additionally, Highsun Express utilizes both domestic and international Tissue Culture laboratories to supply the listed varieties, as such, variations may occur in the ability of the laboratory to cancel an existing order. An invoice will be raised for the amount as shown on the "Order Confirmation", once your plants are ready. ALL CHANGES / CANCELLATIONS MUST BE IN WRITING. By customer request, Highsun will endeavour to "On Sell" plants on the customer's behalf. **The customer will incur an "administrative fee" of 15% of all goods on sold for this service.**

## Substitutions

Substitution could occur in the event of seed supply problems, UNLESS WE ARE ADVISED OTHERWISE.

## Shipping Information

Freight is added to the invoice. We arrange shipment by air, road or rail. In some cases the customer is required to arrange pickup and transport from the airport/depot to nursery. All shipments go forth at customer's risk.

## Seed Shipping Information

Orders under \$500 will have freight added to the invoice. We will arrange shipment via Express Post. All shipments go forth at customer's risk.

## Seed Freight Liability

Highsun Express accepts no responsibility for damage or delay following delivery to the original carrier. We will however, claim on the customer's behalf the cost value of the damaged goods provided Insurance has been taken out.

## Customers Responsibilities

Respond within 24 hours to the call from the transport company to pick up the goods. It is a good precaution to contact the transport company if you have not heard from them within 48 hours of stock having left our company. In the event of a missing consignment, 1st contact should be made to your receiving depot, advising them of the consignment note number and date the goods left the nursery. Receive shipment and sign for it. Inspect shipment in carrier's presence; if damage is evident, contact Highsun Express within 24 hours.

## Highsun Express Responsibilities

Your plants, seeds and propagation supplies will be packaged to the best of our ability to withstand handling and movements on regular transport routes to all major centres in Australia.

## Property & Risk

Property in and title to the goods shall remain with Highsun Express which reserves the right to dispose of the goods until such time that all moneys owing by the Buyer to Highsun Express have been paid in full. The risk in the goods purchased shall, unless otherwise agreed in writing, pass to the Buyer immediately upon the goods leaving Highsun Express premises.

## Pick Up

Orders may be picked up if you prefer. Please allow 24 hours lead-time.

## Pick Up hours are

Summer period: 9 a.m. - 4 p.m. Tuesday to Thursday. 9 a.m. - 12 noon Friday. All other seasons: 9 a.m. - 4 p.m. Monday to Thursday. 9 a.m. - 12 noon Friday. Closed Weekends & Public Holidays. To ensure optimum plant quality, orders MUST be picked up on the day agreed upon by the customer.

## Holding Stock Past Due Date

We can only hold plants if space permits. Due to the nature of our plants we cannot guarantee the plants will remain at our normal shipping standard. No credits for oversize and subsequent

problems will be given for plants that are held in our nursery beyond the original shipping date, as we accept no responsibility for the quality of held plants.

## Payment

All new customers' orders are to be prepaid. Payment can be made by:

- Direct Deposit to our Bank Account (please fax or email receipt of bank deposit).
- Credit Card: Visa, MasterCard.
- Cheque or Cash.

Payment is to be received by us by 12 noon the day before dispatch. Customers will remain on prepaid trading terms until an application for credit is approved. Highsun Express will require an original completed, signed and approved Credit Application form, before a credit account is opened.

## Terms for Approved Customers

Net 30 days from date of statement. After 90 days outstanding, credit will be stopped. Interest will be charged on accounts over 90 days, at 1.5% per month.

## Product Claims

Customer Service must be called within 48 hours of receipt if claim is to be honoured by Highsun Express. If you are not satisfied with the product/s and would like to request a credit, photos of the products must be emailed to [info@highsun.com.au](mailto:info@highsun.com.au), or posted Atten: Customer Service, with complete details of the claim. Short count claims must be made within 48 hours of receipt of plants. Before you call, please check:

- Be sure you receive the number of plants you were invoiced for.
- Time goods left our nursery and time you received them.

## Limit of Liability for Seeds & Plugs

**Seed or Plugs:** Highsun Express states and the customer acknowledges that any variety or descriptive information furnished in relation to the seed or seedlings (plugs), is based upon information received from the seed breeders or distributors, and is provided as a guide only. The customer accepts responsibility in relation to any delays in accepting the seeds or plants ordered, and recognises that significant variations may occur in the particular plants due to geographic location, climate, soil type, soil conditions, cultural management practices and other growth factors. No liability will be accepted by Highsun Express, or its Directors, for any inaccuracy in the information provided. Highsun Express gives no further warranty, express or implied, and all other or further warranties, including any warranties of merchantability or fitness for a particular purpose are excluded. We shall not be responsible for loss of any product, profit or any other indirect special or consequential damages. Any mis-labelled product is subject to our limit of liability i.e. to the extent of the purchase price.

## Limit of Liability for Tissue Culture

Highsun Express states and the customer acknowledges that any variety or descriptive information furnished in relation to the Tissue Culture product or plugs, is based upon information received from the Tissue Culture breeders or distributors, and is provided as a guide only. The customer accepts responsibility in relation to any delays in accepting the Tissue Culture or plugs ordered, and recognises that significant variations may occur in the particular plants due to geographic location, climate, soil type, soil conditions, cultural management practices and other growth factors. Additionally, Highsun Express utilizes both domestic and international Tissue Culture laboratories to supply the listed varieties, as such, variations may occur in the quality and performance of the Tissue Culture and or plugs as a result. No liability will be accepted by Highsun Express, or its Directors, for any inaccuracy in the information provided. Highsun Express gives no further warranty, express or implied, and all other or further warranties, including any warranties of merchantability or fitness for a particular purpose are excluded. We shall not be responsible for loss of any product, profit or any other indirect special or consequential damages. Any mis-labelled product is subject to our limit of liability i.e. to the extent of the purchase price.

## Force Majeure

If Highsun is unable wholly or in part by reason of force majeure to carry out any of its obligations under these Terms and Conditions, at the option of Highsun:

- (a) That obligation will be suspended for so long as it is affected by force majeure during the continuance of the force majeure; or
- (b) The contract for the supply or sale of the Goods pursuant to these Terms and Conditions will be terminated.

If Highsun elects to terminate the contract for the supply or sale of Goods pursuant to these Terms and Conditions Highsun must notify the Buyer of the termination. The Buyer acknowledges that Highsun is not liable for any breach of these Terms and Conditions, or any failure to supply the Goods, or for any delay in supply of the Goods, or for the termination of a contract for the supply of the Goods pursuant to these Terms and Conditions caused by force majeure. The Buyer acknowledges that if Highsun elects to terminate the contract for the supply of the Goods, Highsun will be under no obligation at any future date to deliver the Goods the subject of the terminated contract. In this clause "force majeure" means an act of God, strike, labour dispute or other interference with work, War, blockade, disturbance, flood, explosion, governmental requirement, intervention or embargo, unavailability or delay in availability of raw materials, equipment or transport and any other cause whatsoever (whether or not similar to those specifically enumerated above) which is not reasonably within the control of Highsun

## Prices

Prices shown in the catalogue of Highsun Express may be varied without notice to the customer at any time. Highsun Express reserves the right to correct errors on invoices. Prices quoted in our catalogue do not include GST. Confirmation prices do not include freight.

## Vegetative Products

Customers who have purchased or will purchase any vegetative cuttings from Highsun Express will only use said plants for cut flower or pot production and shall refrain from any type of propagation of these plants. Propagation shall mean to increase or reproduce the supplied plants. Highsun Express can commence legal proceedings against offenders of this provision for damages and costs.

Every endeavour will be made by Highsun Express at all times to ensure that plants are propagated from reliable stock to accepted industry standards of quality and performance.

**Disclaimer:** Significant variations in seed & tissue culture, variety and crop performance, in results and in crop outcomes may occur depending upon geographic location, climate, soil type, soil conditions, cultural and management practices and other growth and development factors. Any cultural and descriptive information or other advice, recommendation, information, assistance or service provided by Highsun Express is intended as a general guide only and should not be relied upon and is provided without liability or responsibility (including for negligence) on the part of Highsun Express. It is recommended that in all cases a small scale trial production is undertaken in order to test local conditions and circumstances that may affect the crop.