



Roots Shoots & Fruits Ltd.

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Terms & Conditions

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1. General

The applicant / customer acknowledges that these terms and conditions embody the whole agreement between both parties and agree to be bound to them, purchase of products means acceptance of these terms and conditions.

2. Payments

The customer shall make payments for all goods supplied and services rendered within the terms specified by ROOTS SHOOTS & FRUITS LTD. The customer acknowledges that these terms will enable ROOTS SHOOTS & FRUITS LTD. to exercise all of its rights contained herein including the right to cancel further credit if applicable and take legal action for the recovery of all sums outstanding. ROOTS SHOOTS & FRUITS LTD. may repossess any products that remain in the customer's possession to the value of the amount owed, plus the cost of repossession. RSF may register financing statements under PPSR with respect to all customers who hold unpaid goods.

The customer acknowledges that payment terms are determined by the quantity of the orders placed with ROOTS SHOOTS & FRUITS Ltd. Terms are 20th of the following month, unless otherwise is approved in writing by management.

Account holder credit card details will be placed on file at the commencement of TOT that will be utilized in the case where payment date does not fall within terms specified.

If payments are not made within the specified terms, any outstanding amount will incur a penalty interest rate as outlined in clause 3.

3. Interest

Should payment remain outstanding beyond ROOTS SHOOT & FRUITS LTD. terms as outlined in clause 2 above and in conjunction with schedule one (products and price list), the customer agrees to pay interest at a rate equal to five percentage (5 %) points per calendar month on all amounts outstanding from the due date until the date of payment.

4. Container Order/s

Whereby a whole container has been ordered the customer acknowledges and agrees to provide a letter of Credit to confirm the supply of the order. Details of Letters of Credit are to be negotiated with management.

- ***Please note - Payment terms & Prices for container orders are structured by way of a separate agreement with the management of ROOTS SHOOTS & FRUITS LTD.***

5. Orders

Please refer to price schedule for product descriptions, pack size availability, outer numbers and product codes.

Orders will be dispatched the same day as the order number is received if it is placed prior to 12.00 midday whenever possible, otherwise it may be dispatched the next morning.

If goods are temporarily unavailable they will be placed on backorder the client will be notified immediately.

Outer order size for purchases, is stated on the price schedule which will enjoy freight free terms.

Container orders must be placed a minimum of 8-10 weeks prior to requirement. Please contact RSF for packing details and other relevant information.

6. Delivery

Goods shall be delivered to the address specified on the order form as the address for delivery. All orders should be accompanied with a purchase order no.

All orders must be received in writing - by fax or email. Freight will be charged at ROOTS SHOOTS & FRUITS Ltd. standard rates and shipped by Roots Shoots & Fruits courier or Freight Company unless the customer specifies their own carrier.

7. Claims and / or returns

All claims and or returns can only be made within 7 days of purchase (Under provision that they are in good condition).

All returns must have a return request by mail or fax or email to ROOTS SHOOTS & FRUITS LTD.

They must include the following information: -

1. The product name and quantity
2. Your company name and address and the date of purchase / purchase order no.
3. Reason for return.

ROOTS SHOOTS & FRUITS LTD. will confirm acceptance of the returned goods by fax or Note of Credit to the customer if agreed. Please note: we have a NO return policy on organism's due to the nature of the product.

8. Default and cancellation

Either party may cancel any order immediately if the other party becomes bankrupt, ceases business, goes into liquidation, becomes insolvent, appoints a receiver or enters into formal proposal for a compromise with creditors under the Companies Act 1993.

9. Ownership of Goods (Products)

All stock at hand remains the property of ROOTS SHOOTS & FRUITS LTD. until all outstanding amounts have been settled. Prices are subject to change without notice. Where possible 30 days notice will be given on impending price change.

10. Confidentiality

Each party undertakes to the other that neither it nor its officers, employees, agents and or subcontractors will divulge confidential information to others, without the prior written consent of the other party, otherwise than as required in the ordinary course of performing business or as may be necessary to promote, sell or service the products or as required by law.

All confidential information provided by Roots Shoots & Fruits Ltd. will be and will remain the property of Roots Shoots & Fruits Ltd.; you must use the confidential information only for the purpose of a contract and/ or order.

11. Limitation of Liability and Indemnity

Roots Shoots & Fruits Ltd. does *not* accept liability for any and all losses, expenses, fees, legal costs and /or damages, claims or judgments incurred or borne in the course of the distribution and retail of the named products by the customer / applicant or by its employees or representatives due to off-label use of products and services mentioned in 'price schedule' or in association with the off-label use of any product. Roots Shoots & Fruits do not warrant these products except as specified in writing.

Roots Shoots & Fruits Ltd. cannot be held liable for the effectiveness of any product if any product is used in a manner that is not 100% in accordance with the manufacturer's recommended application criteria or written supplier recommendations.

The customer is responsible for ensuring that all purchasers of the product from the customer have all necessary written instructions for the accurate application of the product and in particular, the customer is responsible for ensuring that the product is not used in conjunction with other products, especially products containing copper, unless such use is specifically recommended on the product label.

In any event the applicant / customer indemnify Roots Shoots & Fruits Ltd. for any liability that it may be found to have in relation to the incorrect application of named products and services in schedule one.

Purchase of Product acknowledges acceptance of the above terms and conditions and limits any claim to the cost of the product only.

12. Force Majeure

Roots Shoots & Fruits Ltd. shall not be liable for any failure to fulfill, or delay in fulfilling, where such failure or delay is due to circumstances beyond the reasonable control of Roots Shoots & Fruits Ltd. Such circumstances shall include but not be limited to acts of God, regulations or acts of governments and agencies, strikes, flood, war, fuel or transportation shortages and strikes etc.

13. Customer / Distributor responsibility

a) Product

To establish and maintain public confidence in the high quality and standard of the products and services offered and the general after sales service provided for on going user satisfaction. To diligently promote the products and services and its benefits to create awareness and generate sales

b) Advertising

By advertising and by distribution of printed and electronic matter- unless provided in the form of templates, literature or the like by Roots Shoots & Fruits Ltd., all advertising must be to the specific prior approval in all cases by Roots Shoots & Fruits Ltd. without expense incurred unless specifically authorized by Roots Shoots & Fruits Ltd.

c) Reporting

Roots Shoots & Fruits Ltd. would expect either verbal or written reports from staff or management to assist with marketing strategies, product forecasts, staff training & advertising as well as informal information which may be passed affecting the RSF product range which should be free. Early notification, information and assistance with any issues a grower may face regarding the JH Biotech range must be treated with up most importance and diligence.

d) Staff Product Knowledge

Roots Shoots & Fruits would expect at least one member of each store to have extended product knowledge by the way of attending staff training program /s. All reps must however have basic knowledge to be able to represent the JH Biotech range effectively and accurately. Participation in regular staff training of the products, keeping knowledge to acceptable levels is imperative to ensure products are not misrepresented.

e) Minimum Stocking

All stores must carry minimum stocking in order to cater for immediate grower requirements in the area. This stock should reflect the requirements of the area based on prior need or representative knowledge. Price schedules contain information concerning outers and minimum orders for freight free delivery. When ever possible minimum orders should be made as well as order consolidation to avoid expensive freight for all concerned, as well as timely delivery for quality service to growers.

f) Trials

Limited product will be supplied free for approved scientific trials however all protocols set by RSF must be followed and full reporting forwarded during and at the completion of such trials to be signed off by RSF before any information dissemination is undertaken.

g) Notification

All notification or communication in respect to this supply contract will be to the head office contact details outlined above.

For and on behalf of

Company Name.....

Signatory Name

Title

Date

Signed.....

NB**** Office use only – Verified by RSF signed Date.....