



Roots Shoots & Fruits Ltd.

P.O. Box 72 Waiheke Island New Zealand

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Terms & Conditions

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1. General

The applicant / customer acknowledge that these terms and conditions embody the whole agreement between both parties and agree to be bound to them. Purchase of product 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 in excess of \$2000.00

The customer acknowledges that payment terms are determined by the quantity of the orders placed with ROOTS SHOOTS & FRUITS Terms are 20th of the following month, unless otherwise is approved in writing by management. If payments are not made within 60 days of delivery, the outstanding amount may 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, the customer agrees to pay interest at a rate equal to two percentage 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 for container orders are structured by way of a separate agreement with the management of ROOTS SHOOTS & FRUITS LTD.*

5. Orders

Minimum order is one (1) full pallet of goods or as otherwise agreed for freight free terms. Please refer to attached packing list for product description, pack size availability and product codes

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 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

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 changes.

10. 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 or for any damage resulting from the application 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 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.