

# Lewis Horticulture Trading Terms & Conditions

## Ordering

1. Customers located in Adelaide are to submit orders no later than Monday 9,30. Interstate locations, orders are to be submitted no later than Friday 9.30 week proceeding. Any orders received after these times may be moved to a later delivery in the same or following week.
2. Orders are to be confirmed in writing via email. In special circumstances phone orders will be accepted and an order confirmation will be emailed to the Customer as a record.
3. Lewis Horticulture may make adjustments to your order when a full tray has not been ordered. This is to reduce the chance of stock being damaged in transit.
4. Lewis Horticulture may substitute similar products when the originally ordered item has sold out. If this is not workable it is to be advised via email when placing the order.
5. By placing an order with Lewis Horticulture you are agreeing to these Trading Terms and Conditions.

## Payments & Credit

1. New Customers will be required to provide payment prior to dispatch of goods, until a credit agreement has been established. Lewis Horticulture will continue to require pre-payment of goods until they deem the Customer suitable to be processed for a trading account. You will be required to transfer funds and provide proof of payment prior to your order being processed.
2. Once a sound trading history is established between Lewis Horticulture and the Customer we may offer to the Customer a trading account at our discretion.
3. All goods remain the sole and absolute property of Lewis Horticulture as legal and equitable

owner until such a time as the purchaser shall have paid the company the purchase price. Until such a time as the purchaser becomes the owner of the goods Lewis Horticulture reserves the right to repossess the goods or goods of similar value.

4. Notification of acceptance for any new Trading Account will be emailed to the appropriate person/s accompanied by a copy of these Terms & Conditions.
5. Lewis Horticulture reserves the right to decline any requests for a Trading Account from information given or received through appropriate sources.
6. If any information is withheld that would disqualify a Credit account, we reserve the right at any given time to disengage the Credit Agreement without notice.
7. Please note whilst credit may initially be granted, it is continually under review. A credit limit will be set for all approved accounts.
8. Please advise Lewis Horticulture **in writing** of any changes to the stated information giving **14 days notice**.
9. If accounts are not paid by the due date, then the supply of pending Customer orders will be stopped. Also the supply of pending customer orders will no longer be guaranteed. These plants can be used to fulfil other Customer's orders.
10. Customers who repeatedly exceed our trading terms will have their accounts suspended and prepayment will be required for all future orders.

11. The Customer after carefully considering their purchase is entitled to receive goods or services without variation to cost or quality. However please refer to **Ordering point 3**.
12. In return for extended credit, Lewis Horticulture is entitled to certain safeguards. These include subjecting the purchaser to reasonable inquiry and thereafter to legal processes should he/she be in default.
13. All expenses incurred in obtaining or attempting to obtain payment of overdue amounts will be a charge against the debtor.

## Returns/Credits

1. If the Customer wishes to return any stock purchased from Lewis Horticulture, we must be **notified in writing within 48hrs of receiving the stock** and will be requested to provide photos of the stock in questions. If packaging arrives with damage and you suspect damaged plants, please photograph packaging prior to unpacking goods.
2. Once the return/credit is approved you will be issued with a **return number**. This must be quoted on your returning paperwork. Failure to provide this number may result in a credit not being issued

## Freight

1. Lewis Horticulture uses a 3<sup>rd</sup> Party Carrier for freighting customer orders, once the stock leaves our depot Lewis Horticulture ceases responsibility on delivery timeframe.
2. If you have questions regarding the delivery (time and missing items) please contact the freight company directly. The contact details for the freight company can be found on the Customer Invoice

Customers Initials:

Date: