



ANDERSON HORTICULTURE  
PTY LTD

### Customer Tree Order Form

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**Trading Name** .....

**ABN** .....

**Contact Person/s**.....

**Position Held** .....

**Postage Address** .....

**State** ..... **Postcode**.....

**Delivery Address (if different from Postage Address)**.....

.....

**Any Special Delivery Instructions**.....

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**Phone #** ..... **Mobile #** .....

**Fax #** ..... **Email**.....

**Preferred Rootstock (not necessarily available)** .....

**Preferred Cultivar (not necessarily available)** .....

**Quantity of trees** .....

**Quantity of Pollinators** .....

**Preferred timeframe for despatch: Month** ..... **Year** .....

**Payment Schedule:**

Please note our payment terms are strictly 14 days from date of issue

1. 5% non-refundable deposit is required to secure your order on our system. Issued upon receipt of your order form. Once payment is made you will receive a confirmation letter regarding your order and an estimated delivery date.
2. 30% deposit will be issued after germination is successful.
3. 30% deposit will be issued after grafting is successful.
4. 35% final invoice will be issued 1 month prior to dispatch and payable before the trees leave the nursery.

ABN 73 461 345 033



392 DURANBAH ROAD DURANBAH, NSW 2487





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## TERMS AND CONDITIONS

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These terms and conditions relate to the supply of trees by Anderson Horticulture Pty Ltd (Anderson) to its customers (You). By submitting an order to Anderson, You indicate your acceptance of these terms and conditions. Anderson may amend these terms and conditions by providing written notice to You. The amendment will take effect immediately for all new orders placed and for any trees already supplied thirty (30) days after Anderson send You the written notice of the amendment.

**1. Placement of Orders** Upon notifying you of acceptance of your order payment is due and payable as specified on the Order Form unless it is varied in the Confirmation Invoice. Anderson makes no recommendation of any one cultivar or rootstock in preference to any other, or claim to be an authority on any one cultivar or rootstock. You accept responsibility for your own choice of cultivar or rootstock irrespective of any recommendations, advice or information provided by Anderson.

**2. Acceptance of Orders** Anderson reserves the right to accept or decline any order from You in its absolute and unfettered discretion. Should Anderson choose to accept your order Anderson will send You a Confirmation Invoice specifying the price and details of payment, if applicable.

**3. Order alteration** You acknowledge that Anderson has little or no control over a variety of environmental factors in the nursery. These factors may result in Anderson not being able to deliver the number of trees contracted for. In such circumstances, the number of trees ordered shall be deemed to be varied by agreement to the number of trees that Anderson delivers, and Anderson shall be deemed not to be in breach of this contract of sale by delivery of the reduced number of trees.

**4. Warranty of Anderson** Anderson is accredited to NIASA and ANVAS which accreditation certify the trees to be free of certification relevant pathogens. Anderson will use all reasonable endeavours to ensure that the trees are propagated using healthy plant material and keep to the best ability the relevant accreditation guidelines. Anderson will not be responsible for any loss or damage caused by pests, diseases or viruses, even if such pests, diseases or viruses subsists in the trees at the time of delivery or collection.

You acknowledge that no information, representation or warranty has been made by the Nursery as to the origin, fitness for purpose or quality of the tree, the suitability of the tree for Your needs and environment; and the performance of the tree and fruit variety to which it belongs. You acknowledge that You have not relied on any such information, representation or warranty.

No warranties or representations are made whatsoever by Anderson about the trees. In particular, no warranties or representations are made by Anderson: that the trees will grow; that the trees will grow into a crop that is fit for any particular purpose or end use; that the trees will produce fruit; that the fruit produced by the trees will be fit for any particular purpose, commercial or domestic.

**5. Time of delivery** It is the intention of Anderson to deliver all trees in the time frame specified on the Order Form. However it is only an estimated time frame and Anderson reserves the right in its absolute discretion to change the timeframe and will give You notice in writing of the new timeframe as soon as it is practical to do so.

**6. Risk** Risk in the trees will pass to You immediately the trees leave Anderson's premises. Where a courier or third party carrier is engaged to deliver the trees to You the courier or other third party carrier will act as your agent and the risk will pass to You immediately when they pick up the trees.

**7. Returns** Once the trees have left Anderson's premises You are completely responsible for the trees. Anderson will, as part of its service to its customers provide assistance and general advice but will not be able to accept any return of the trees, supply refund of any amount or cost reduction in further purchases. Anderson strongly recommend You take note of the Guidelines for the growing of Avocados, as published on Anderson's website.

**8. Notification of order shortfall** You must notify Anderson in writing of any alleged shortfall in the numbers of, or damage to, the trees delivered within 3 days of the date of delivery. In the event of any alleged variety errors Anderson should be notified as soon as possible and no later than three years from the date of the contract of sale. If You have not notified Anderson in accordance with this clause, You shall be deemed to have waived any rights against the Nursery for any claims arising from or related to the relevant notification.

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**9. Disclaimer of warranty** Except as otherwise agreed in writing, all conditions and warranties implied by law in relation to any trees and/or services supplied by Anderson are excluded to the maximum extent permitted.

**10. Confidentiality** All details contained in this agreement or acquired as a result of this agreement shall remain confidential between the parties except to the extent a party is required by law to disclose its contents.

**11. Severability** These terms and conditions are deemed to be severable and any invalidity of a term or condition will not affect the validity of the remaining terms and conditions

**12. Governing Law** These terms and conditions are governed by and is to be construed in accordance with the law in force in the State of New South Wales

**13. Dispute resolution** In the case of a dispute arising between the parties the party asserting the dispute must notify the other party in writing of the nature of the dispute and what action the party asserting the dispute considers will resolve the dispute.

**14. Limitation of liability** If Anderson breaches any express provision of these terms and conditions or a warranty implied under any law, which cannot be lawfully modified or excluded by these terms and conditions, then Anderson's liability to You will, to the extent permitted by law, be limited at Anderson's option to one of the following:

- (a) the replacement of the trees; and
- (b) the purchase price received from You.

The aggregate liability of Anderson under or relating to these terms and conditions, for any cause whatsoever, is limited to an amount equal to any payments received from You. In no event, whether as a result of breach of contract, indemnity, warranty, negligence, strict liability or otherwise will Anderson have any liability for special, incidental, consequential, punitive or indirect damages or losses whatsoever

**15. General** These terms and conditions will apply to the exclusion of all other terms and conditions contained in your order. In the event of any inconsistency, Anderson will be deemed, by making the trees available to You, to have made an offer to You to sell the trees pursuant to these

By signing this Form I accept the Terms and Conditions attached to this Form.

Name..... Date.....

Signature.....

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