

GENERAL TERMS & CONDITIONS – SAMGRO CC

All orders shall be subject to our general Terms & Conditions as outlined below.

PRICE LISTS

Samgro reserves the right to adjust prices periodically without notification.

CANCELLATION OR AMENDMENT

An order may only be cancelled or amended with the written approval from Samgro management. Without such approval, all orders cancelled or amended will constitute a breach of contract and the purchaser can be liable for the full amount.

NON-PERFORMANCE

Due to the nature of production in a wholesale nursery and conditions beyond our control, Samgro cannot be held liable due to delays and/or short supply and/or no supply. Plants are sold "as is" and Samgro shall not be liable for any latent or patent defect except to the extent as determined by law.

DEPOSITS

From time-to-time Samgro will only proceed with an order on receipt of a deposit. The deposit must be regarded as non-refundable. The deposit will only be refunded should Samgro not be able to supply the plants as agreed. In the case of a short supply, the purchaser will be entitled to a refund only if the deposit paid is more than the invoiced value of plants.

COURIER / SHIPPING OF PLANTS

Although Samgro will make every effort to ensure the timeous arrival of plants, Samgro will not accept liability due to damage from any shipping related risk. Eg. late delivery; damage in transit. The costs associated with the utilization of a courier company for the shipment of plants (ie UTI) are for the purchasers account. Unless the purchaser elects to use their own courier company, the shipping cost will be added to their invoice from Samgro. All risks associated with this shipment, such as damage in transit, late delivery, etc will be will be carried by the purchaser.

RECEIPT OF ORDERS

A signed waybill, invoice or delivery note will constitute proof of delivery. Short deliveries or defective plants must be reported in writing to Samgro within 48 hours of receipt, failing which the purchaser shall be deemed to have accepted the full delivery.

LIMITATION OF LIABILITY

The Purchaser's sole and exclusive remedy shall be a refund of the purchase price. Samgro's liability, whether for breach of contract, negligence, product liability or any other legal liability arising from the sale, is limited to the amount of the purchase price. Under no circumstances will Samgro be liable for damages in excess of the purchase price or for any special, incidental, indirect or consequential damages.

NO WARRANTY

Suggestions, advice and recommendations are offered in good faith and are based on best judgment. No warranty or liability shall be accepted based on these recommendations. No guarantee written or otherwise, of name, type, vigor or fertility of any plant will be given. We give no warranty, expressed or implied as to the description, quality of productiveness or suitability of purpose of plant material supplied by us and will not in any way be responsible for the crop.

DISPUTES

In the event of a dispute the parties will first try to reach a solution by means of mediation. Thereafter disputes will be settled in a competent court in the place where Samgro has its registered office.