

February 2026

GENERAL TERMS & CONDITIONS OF SALE

All orders shall be subject to our General Terms & Conditions of Sale as outlined below.

NURSERY VISITS

- SAMGRO conducts business as a wholesale nursery and, by virtue of the nature of its operations, cannot accommodate walk-in clients on an ad hoc basis. No exceptions to this policy shall be permitted.
- All visits to the nursery shall be strictly by prior appointment, and arranged in advance with the office, to ensure that a duly authorised representative is available to attend to the client. No exceptions shall be made in this regard.
- Orders placed during a scheduled nursery visit shall not be available for immediate collection at the time of such visit. To maintain the integrity of SAMGRO's consolidation and quality control processes, a minimum period of forty-eight (48) hours is required for the preparation and processing of all orders. No exceptions shall be made to this requirement.
- The collection of orders shall likewise be arranged in advance with the office to facilitate efficient service at the designated collection point. Upon arrival for collection, clients are required to report to and announce themselves at the office before proceeding with any collection. No deviations from this requirement shall be allowed.

PRICE LISTS

- SAMGRO reserves the right to adjust prices periodically without notification.
- All prices quoted and published are exclusive of VAT, packaging, and delivery, unless otherwise indicated/stated.
- The latest price list(s), bearing the applicable effective date, shall cancel and supersede all prior price lists issued by SAMGRO.

ORDERS

- SAMGRO operates as a wholesale nursery and, in accordance with the nature of its business, shall only accept and process orders with a minimum value of R2,500.00 (Two Thousand Five Hundred Rand) exclusive of Value-Added Tax (VAT). No exceptions shall be permitted.
- To maintain the integrity of SAMGRO's consolidation and quality control processes, a minimum period of forty-eight (48) hours is required for the preparation and processing of all orders. No exceptions shall be made to this requirement.
- Availability of published volumes is not guaranteed and is subject to stock on hand. Orders are processed strictly on a first-come, first-served basis.
- Upon issuance and confirmation of the Sales Order, the relevant plants will be held for a period of five (5) working days only. In the event of non-payment and/or failure to communicate regarding the order within this period, SAMGRO reserves the right to cancel the order without further notice and to allocate the plants to other customers.

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, e.g. late delivery; damage in transit, etc.
- The costs associated with the utilization of a courier company for the shipment of plants (e.g. Freight Innovations, etc.) are for the purchaser's account.
- Unless the purchaser elects to use their own courier company, the shipping cost will be added to their Tax Invoice from SAMGRO. All risks associated with this shipment, such as damage in transit, late delivery, etc. will be carried by the purchaser.

RECEIPT OF ORDERS DELIVERED

- The Purchaser is required to inspect all plants immediately upon delivery. A signed Waybill, Delivery Note or Tax Invoice, shall constitute prima facie proof of delivery.
- Any claims relating to short delivery and/or defective plants must be recorded on the Waybill, Delivery Note or Tax Invoice at the time of receipt. Such shortages or defects must furthermore be reported to SAMGRO in writing immediately, and in any event no later than twenty-four (24) hours from receipt of the plants.
- Supporting photographs should be submitted to the SAMGRO office without delay.
- Failing such written endorsement and notification within the stipulated period, the Purchaser shall be deemed to have accepted the delivery as complete and free from defect, and no claims shall thereafter be entertained.

PAYMENT TERMS

- Payment in full is required upon receipt of the Sales Order, which reflects final availability and all applicable costs.
- A valid Proof of Payment (PoP) must be emailed to samgro.office@samgro.co.za as confirmation of acceptance of the Sales Order.
- No order will be dispatched until such Proof of Payment has been received and verified.
- A Credit Application form is available from the office and is subject to the necessary credit assessments, which may take between five (5) and ten (10) working days to complete. Pending approval of a credit account, all transactions shall remain strictly on an upfront cash basis.
 - Approval of any credit facility is subject to Management's discretion and will be confirmed in writing.
 - SAMGRO reserves the right to decline any application for a credit account without obligation to provide reasons.

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

- Owing to the inherent risks and variables associated with wholesale nursery production, including circumstances beyond SAMGRO's reasonable control (such as non-germination or other production failures), SAMGRO shall not be liable for any delay in delivery, partial fulfilment, or inability to supply ordered goods.
- All plants are sold voetstoots ("as is"). SAMGRO excludes all liability for latent and patent defects, save where such liability cannot lawfully be excluded in terms of applicable legislation.

DEPOSITS

- From time-to-time SAMGRO will only proceed with an order on receipt of a deposit, e.g. contract growing. 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.

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 more than the purchase price or for any special, incidental, indirect, or consequential damages.

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.

Protection of Personal Information (POPI Act):

SAMGRO collects and processes personal information of its customers, including but not limited to names, contact details, and payment information, for purposes related to order processing, delivery, billing, and customer service. All personal information is handled in accordance with the Protection of Personal Information Act (POPI Act, 2013) and will not be shared with third parties except where required for the execution of orders or by law. By placing an order, the Purchaser consents to the collection, use, and storage of their personal information for the purposes stated herein.