

Terms of Trade of Aloe-Aloe Horticulture Pty Ltd as Trustee for the Dent Family Trust (Trading as Aloe-Aloe Horticulture) current at July 2008





WHOLESALE ONLY

- Direct sales by Aloe-Aloe Horticulture are strictly to trade and commercial customers

PRICES

- Listed wholesale prices are based on rates and conditions ruling at the date of supply
- Orders are accepted subject to stock availability on the understanding that they are charged at the price ruling at the time of delivery

INTELLECTUAL PROPERTY , PROPAGATION AND LABELS

- As set out on the plant labels, plants in the  collection are initially being test marketed under section 43(6) of the Plant Breeders Rights Act, 1994, after which full protection under the Plant Breeders Rights Act is intended. A person will infringe Plant Breeders Rights if, without permission from the owner, the propagating material is reproduced, conditioned for propagation, offered for sale, exported, imported or stocked for the above purposes.
- The purchaser agrees to ensure that subsequent to their purchase, no commercial propagation nor export of the plants takes place and that every  plant subsequently supplied by them to another party is done on the strict condition that the official  label is attached to that plant.
-  is a registered trademark of Aloe-Aloe Horticulture. Any person passing off other plants as being those of Aloe-Aloe Horticulture or their authorised distributor by using the name “aloe-aloe” or by imitating our label or trademark will be liable to civil action.

MINIMUM ORDER VALUE

- Minimum order value is \$200 excluding GST (smaller quantities are available from our wholesalers)

TITLE

- All plants remain the property of Aloe-Aloe Horticulture until customer payment has been received and funds cleared
- Where amounts remain owing, the proceeds of the sale by the purchaser or any item which the plants form part shall remain the property of Aloe-Aloe Horticulture
- In such instances Aloe-Aloe Horticulture retains title and may take repossession of the plants

AVAILABILITY

- All orders are accepted on the basis that they will be supplied as ordered subject to sufficient stock of an acceptable grade being available

CREDIT

- Prepaid trading terms will apply and orders will not be delivered until an application for credit has been received and approved
- Aloe-Aloe Horticulture shall be entitled to withhold delivery until payment or if it considers credit worthiness to be unsatisfactory
- Credit is granted on the basis that the price is paid in full without deductions
- Credit terms for approved customers is STRICTLY 30 DAYS from date of invoice
- Any default in payment will make all other monies payable by the purchaser to Aloe-Aloe Horticulture immediately due
- Credit will be terminated if payment terms are not met and interest of 2% per month on the balance owing may be charged
- A 25% deposit is required on all orders held for more than 4 weeks
- Where there has been no trading for a period of 12 months, customer may be required to submit a new Application for credit form before the order is processed for delivery.

LIMITATION OF CLAIMS & RETURNS

- The Purchaser is responsible for ensuring fitness and suitability of plants purchased and a claim for inferior quality will only be recognised by Aloe-Aloe Horticulture if it is advised in writing within 1 working day of receipt of the plants
- In no circumstances will the liability of Aloe-Aloe Horticulture exceed replacement of the plants in question or a credit of the invoiced value of the defective plants returned to Aloe-Aloe Horticulture
- Once stock has been stored or planted or been at risk of infestation from “Red Imported Fire Ants” it cannot be returned to our premises

FORCE MAJEURE

- Aloe-Aloe Horticulture is not under any liability whatever in respect of any failure or delivery or delay due to any cause beyond their control of whatever nature.
- In no circumstances will Aloe-Aloe Horticulture be liable for consequences

DELIVERY, PACKAGING & FREIGHT

- All prices are EX-NURSERY and do not include freight, packaging and other charges.
- All other packaging or delivery charges (and liabilities) incurred will be charged to and paid for by the purchaser
- All responsibility for the goods will pass from Aloe-Aloe Horticulture to the Purchaser upon loading onto a transport company vehicle bound for the purchaser.
- Aloe-Aloe Horticulture accept no responsibility for damage or delay following delivery to the carrier or pick up by the Transport company.
- It is suggested that in the event of loss or damage a claim be immediately be made with the Transport company and that Aloe-Aloe Horticulture also be notified of the loss or damage
- Aloe-Aloe Horticulture will package the plants to the best of their ability so that they are able to withstand transport to regular routes in major Australian centres
- Orders are dispatched weekly or fortnightly depending on location and/or size of the order
- Dates given for delivery are not to be treated as a condition of sale and whilst Aloe-Aloe Horticulture will endeavour to keep the dates as close to the scheduled dates as practical, no claim shall be made by the purchaser on account of late delivery however caused.
- Additional costs will be incurred for deliveries to Tasmania and Western Australia