



AFRICAN NURSERIES (PTY) LTD – TERMS & CONDITIONS

1. Orders and Availability

All orders are subject to the availability of planting material and successful growing conditions. African Nurseries (Pty) Ltd reserves the right to cancel or amend any order in the event of factors beyond its control, including but not limited to:

- Adverse weather conditions (drought, flood, hail, etc.)
- Labour disputes
- Crop failures
- Governmental restrictions
- Disease, fire or natural disasters

In such cases, African Nurseries may cancel or modify the order without any liability.

2. Risk and Ownership

Risk of loss or damage to the vines transfers to the Buyer:

- Upon loading onto the Buyer's vehicle, or
- Upon unloading at a location mutually agreed upon.

Ownership remains with African Nurseries until full payment is received for the total number of vines delivered.

3. Production Standards

All vines are produced in accordance with the Vineyard Improvement Association Act and meet required certification standards. Certificates of compliance are available upon request.

4. Warranty and Liability

African Nurseries does not provide any explicit or implied warranty once the vines have left its premises and are subject to external handling or mismanagement. If a valid defect is discovered and:

- It is determined that the issue was within African Nurseries' control and
- The Buyer provides written notice (email or official letter) within three months of delivery and no later than 30 November,

Then African Nurseries will either:

- Replace the vines with the same combination (subject to availability), or
- Refund the full amount paid.

No warranty applies to vines delivered after 30 September.

5. Claims and Returns

If the Buyer believes the wrong quantity or type of vines was received:

- A written claim must be submitted within 7 days of delivery.
- The Buyer must retain the disputed vines for inspection.

If verified:

- African Nurseries will either replace the vines or refund the equivalent value.
- If replacement is not possible, a credit note will be issued.

6. Cancellations and Deposits

A deposit of up to 30% may be required to confirm orders. No refunds on deposits will be made if the Buyer cancels vines that have already been grafted or reserved.

If a replacement Buyer is found under equivalent trade terms and full payment is received from the new Buyer, a refund may be granted.

Surplus or leftover vines cannot be exchanged for previously grafted orders unless a replacement Buyer is confirmed.

7. Payment Terms

All invoices, including royalties, must be paid in full prior to delivery. No credit terms are offered.

Interest will be charged on overdue amounts at the maximum legal rate permitted by South African law.

8. Entire Agreement

This document constitutes the full agreement between African Nurseries and the Buyer. No other representations, guarantees, or agreements apply unless expressly stated in writing by an authorized representative of African Nurseries.

9. Privacy

African Nurseries may retain Buyer details for order management and communication. These details will not be disclosed to third parties unless required by law.

10. Governing Law

This agreement is governed by the laws of the Republic of South Africa. Any disputes arising from this agreement will be resolved in the South African courts.

Legal Costs: In the event that African Nurseries takes legal action to enforce any of its rights under this agreement, the Buyer shall be responsible for all legal costs incurred by African Nurseries on an attorney-and-client scale, including but not limited to collection costs, tracing fees and court costs.

By signing the order form, the Buyer confirms they are authorized to enter into this agreement and acknowledge acceptance of these Terms & Conditions.