

BESTELVORM/ ORDER FORM
PLANTSEISOEN/ PLANTING SEASON
2028

NAAM VAN BESIGHEID/ NAME OF BUSINESS _____

PLAASNAAM/ FARM NAME _____

KONTAKPERSOON/ CONTACT PERSON _____

ADRES/ ADDRESS _____

BTW NOMMER/ VAT NUMBER _____

TELEFOONNOMMER / PHONE NUMBER _____

SELNOMMER / CELL NUMBER _____

E-POSADRES 1 / EMAIL ADDRESS 1 _____

E-POSADRES 2 / EMAIL ADDRESS 2 _____

KULTIVAR/ CULTIVAR	KLOON/ CLONE	ONDERSTOK/ ROOTSTOCK	TIPE/ TYPE	DRUIF TIPE/ GRAPE TYPE	GETAL/ QUANTITY

REMARKS: _____

DATE: _____ SIGNATURE: _____

Please submit your orders at least 12 months before the planting season.

Terms and Conditions: By submitting this form, you acknowledge & accept our cancellation policies.



1. Introduction

African Nurseries (Pty) Ltd is a nursery that predominantly grows and supplies grape vines, vine-related products and tissue culture date palms. This agreement contains the terms and conditions of sale for any goods sold by African Nurseries (Pty) Ltd.

2. Definitions

- 2.1 **African Nurseries** refers to African Nurseries Proprietary Limited, a company duly incorporated in terms of the laws of South Africa (registration number 2019/197168/07) and hereinafter referred to as AFRN.
- 2.2 **Buyer** refers to the individual or any other entity that purchases any goods from AFRN.
- 2.3 **Seller** refers to AFRN.
- 2.4 **Goods** refer to the tissue culture date palms, grapevines, vine-related products or any other item sold by AFRN.
- 2.5 **Agreement** refers to this contract of sale and any annexures attached.
- 2.6 **Delivery** refers to the collection of the goods by the Buyer, alternatively, delivery refers to the collection of any courier, transport agency, or any third party that collects the goods on the Buyer's behalf. **For the avoidance of any doubt, delivery takes place once the goods are collected by any party with the Buyer's consent and approval.**
- 2.7 **African Nurseries order form (AFRN order form)** refers to the official AFRN approved order form which may be utilised via AFRN's online platform via e-mail communication or in hard copy to be delivered to a director or authorised representative of AFRN.

3. Terms of Sale

- 3.1 AFRN's obligation to the Buyer to supply the ordered quantity of goods (as ordered via AFRN order form) is subject to prevailing growing conditions and planting material availability as well as the factors set out in clause 9 herein.
- 3.2 AFRN's acceptance of this agreement is based upon estimated yields from the contracted nurseries, and AFRN shall attempt to grow the goods in quantity as close as possible to the required yield.

- 3.3 AFRN undertakes to communicate any deviation in quantities at least ninety (90) days prior to the collection or delivery date.
- 3.4 If, at the time that delivery of the goods are due and quantities are unavailable for any reason beyond AFRN's control, payment shall be reduced to reflect the actual goods to be delivered. Alternatively, the Buyer may utilise the balance of the funds to secure a further order with AFRN for the upcoming season.
- 3.5 A further option available to the Buyer is that the Buyer may instruct AFRN to source the balance of the goods required from a third party provider. The Buyer and AFRN shall agree these terms as and when necessary.
- 3.6 The Buyer acknowledges that in the event that it instructs AFRN to source additional goods as set out in clause 3.5, any extra costs (which includes a higher purchase price than the AFRN's agreed price) relating to the purchase of the additional goods shall be for the Buyer's account and AFRN shall not be liable for these costs under any circumstances.
- 3.7 The Buyer further acknowledges that, where it instructs AFRN to facilitate the acquiring of the additional goods as described in clauses 3.5 and 3.6, the Buyer indemnifies AFRN against any loss or damages that the Buyer may suffer that directly relates to, **but is not limited to**, the acquiring of the additional goods, the quality thereof, the yield and life span of these goods supplied by AFRN, the quality of the goods and whatever it produces and the like. In summary, AFRN will solely act as the agent for the additional goods sourced and the agreement and terms and conditions thereof in order to buy the additional goods required shall be between the Buyer and the third party identified. AFRN shall not charge a fee for securing and sourcing additional goods as instructed by the Buyer.
- 3.8 All orders are subject to acceptance by AFRN and must be placed in writing via the AFRN order form.

4. Payment terms

- 4.1 Upon execution of this Agreement, the Buyer shall pay a deposit as follows:
 - 4.1.1. In the case of grape vines a deposit of 30% (thirty percent) of the full purchase price is required to be paid before 31 May 20____.
 - 4.1.2 In the case of date palms a deposit of 50% (fifty percent) of the full purchase price is required to be paid before 31 May 20____.
 - 4.1.3 In the case of any other product purchased from AFRN a deposit of 50% (fifty percent) of the full purchase price is required immediately after the agreement is executed.
 - 4.1.4 If payment required (as set out in clauses 4.1.1-4.1.3) is requested by AFRN and is not paid within seven business days of this request, the Buyer's order shall be cancelled without any further notice to the Buyer.
- 4.2 The balance of the purchase price for any of the goods set out in clause 4.1 herein is due and payable before the collection or delivery of the goods.

- 4.3 Payments shall be made without any deductions, set-offs, or counterclaims.
- 4.4 Failure to make payments on time shall constitute a material breach of this Agreement and any amounts due and payable shall attract interest at the legally permitted rate.

5. Transfer of risk and ownership

- 5.1 **Any and all risk shall transfer to the Buyer upon delivery of goods to the Buyer**
- 5.2 Delivery of the goods shall not take place until payment of the full purchase price is received by AFRN.
- 5.3 Ownership of the goods remain with AFRN until payment of the full purchase price is received by AFRN.
- 5.4 The Buyer must collect the goods purchased by_____, alternatively, the goods must be delivered by_____.
- 5.5 **Once delivery has taken place, any losses that occur thereafter shall be absorbed by the Buyer.**

6. Cancellation

- 6.1 Cancellation of an order shall only take place once a cancellation notification is provided in writing by the Buyer to AFRN and on the condition that AFRN receives **and accepts** the cancellation given by the Buyer to AFRN and subject to clause 6.2.
- 6.2 **If, at any stage after the signing of this agreement, the Buyer unilaterally cancels the agreement, the entire deposit amount paid by the Buyer to AFRN is forfeited.**
- 6.3 **The Buyer confirms that the contents of paragraph 6.2 is understood and agrees that any deposit paid to AFRN for any order to supply goods herein, shall be forfeited in its entirety in the event that the Buyer cancels such order.**

7. Warranties and liabilities

- 7.1 No explicit or implied warranties apply once the goods leave AFRN's control.
- 7.2 The Buyer hereby irrevocably indemnifies AFRN against any and all loss, damage, costs, expenses, demands and / or any liability of whatsoever nature which the Buyer or any third party may suffer or incur arising directly or indirectly from any failure or delay by AFRN to perform in terms of its obligations under this agreement to the extent that such failure or delay is caused by an event or circumstances beyond the control of AFRN.
- 7.3 AFRN shall not be liable for any breach of this agreement, and the Buyer shall have no right to cancel or claim specific performance or damages in respect of any non-performance or delayed performance directly or

indirectly caused by any circumstances outlined in clause 9 or any other circumstances beyond the control of AFRN.

- 7.4 The Buyer acknowledges that the goods sold are living organisms and its performance depends on, amongst other things, proper care by the Buyer, the soil conditions that the Buyer provides, the quality of the water and other products given to the goods and environmental factors, and many other factors which are in the Buyer's control, but all of which are completely out of AFRN's control. AFRN is not responsible for any loss (financially or otherwise) arising from any mismanagement of the goods by the Buyer.
- 7.5 No liability is assumed for representations made by AFRN's authorised representative unless expressly authorised in writing.
- 7.6 AFRN shall not be liable for any compensation, nor shall the Buyer have the right to cancel the Agreement if the specified quantity ordered is not immediately available on the agreed date or if it is not able to deliver the ordered quantity in its entirety.

8. Inspection and disputes

- 8.1 Prior to the delivery of the goods, the Buyer may, with prior written notice, take samples for analysis from any allocated variety to be delivered to the Buyer in due course. The sample size is at AFRN's sole discretion.
- 8.2 Once the goods are delivered to the Buyer, the Buyer must raise any objections regarding quantity discrepancies, damaged or defective goods or incorrect goods in writing to AFRN within 48 (forty eight) hours of delivery of the goods to the Buyer.
- 8.3 The Buyer acknowledges that failing to clearly specify its objections or submit them within 48 (forty eight) hours after delivery of the goods, shall be deemed irrevocable acceptance of the goods.
- 8.4 Due to the perishable nature of the goods, the goods cannot be returned to AFRN unless both parties agree in writing that the goods may be returned. This option is only available within 48 (forty eight) hours after delivery of the goods to the Buyer.
- 8.5 If an objection is raised, the Buyer must make the goods in question available immediately for inspection by AFRN. AFRN shall as soon as possible thereafter advise the Buyer of its findings.
- 8.6 Any claim of non-conformity by the Buyer shall not constitute grounds for claiming breach of the Agreement.

9. Force Majeure

AFRN shall not be liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including **but not limited to**:

- 9.1 Adverse weather conditions, drought, flood, fire, hail or other natural disasters.
- 9.2 The outbreak or spread of viruses, crop failures, or plant diseases.

- 9.3 Labour disputes, strikes or other workforce disruptions.
- 9.4 Government regulations, restrictions or quarantine measures and regulations.
- 9.5 Any other unforeseen events or conditions that may materially impact the performance of the cultivating of the goods.

10. Online sales terms

- 10.1 Online transactions are subject to electronic confirmation and order processing.
- 10.2 Buyers consent to the use of electronic communication for contract formation.
- 10.3 Online refunds and replacements follow the same process as physical transactions.

11. Governing law and jurisdiction

- 11.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.
- 11.2 AFRN complies with the regulations contained in The Plant improvement Act 53/1976 and is a member of the Vinyard Improvement Association.
- 11.3 Each party consents to the jurisdiction of the South African High Court in respect of any proceedings pursuant to this agreement.

12. Assignment

No party may assign this Agreement or any of its rights, interest, or obligations hereunder without the prior written approval of the other party, whose approval shall not be unreasonably withheld, conditioned or delayed.

13. Severability

- 13.1 Each clause or part of a clause of this Agreement is separate and severable from the rest of the Agreement.
- 13.2 Should any clause or part thereof be unenforceable, it will not affect the enforceability of the rest of the Agreement.

14. Variation

This Agreement of any part of it, can only be waived, varied, added to or cancelled by a further written agreement between the parties signed by the parties.

15. Whole Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior communications, representations, understandings and agreements whether verbal or written between the parties with respect to the subject matter thereof.

16. Final Acknowledgment

- 16.1 By signing this Agreement, the Buyer confirms that he / she / it's representative have read, understood, and agreed to the terms and conditions set forth herein.
- 16.2 All the information related to any order by the Buyer with AFRN shall be set out in the AFRN order form.
- 16.3 The Buyer confirms that all details provided to AFRN are accurate and complete, and by signing this Agreement, the Buyer acknowledges and agrees to the terms and conditions specified in the Agreement and the AFRN order form.

On behalf of the Seller:

SIGNED at _____ on the _____ day of _____ 2028.

Signature: _____

Name: _____

Company: _____

Designation: _____

On behalf of the Buyer:

SIGNED at _____ on the _____ day of _____ 2028.

Signature: _____

Name: _____

Company: _____

Designation: _____