

Wholesale Plant Production Nurseries

Growing beautiful indoor plants



A member of the
Australian Greenlife Group

These are the standard terms and conditions of trade of QIF and are deemed accepted by any customer who places an order with QIF, subject to any express variation which may be agreed in writing between QIF and a specific customer.

TERMS AND CONDITIONS OF SALE

Ordering:

All orders must be placed in writing, where possible by email stating plant variety, pot size and date required. QIF will advise whether it can meet the requested delivery date. An order cannot be withdrawn once placed.

Minimum order quantities:

QIF will set minimum order quantities and batch sizes for specified plants from time to time (usually based on shipping convenience or plant safety) and all orders must be for that minimum quantity and in batch sizes that correspond with that determination.

Prices:

Prices shown in the standard pricing list of QIF may be varied without notice to the customer at any time. QIF reserves the right to correct errors on invoices. Prices quoted in our catalogue do not include GST.

Shipping information:

All plants will be shipped by third party freight contractors and the cost of freight is added to the invoice. We generally arrange shipment by road but we reserve the right to ship by air or rail. All shipments are made at the customer's risk. QIF accepts no liability for any damage to any of the products supplied in the course of shipment and customers are encouraged to take out freight insurance. We do not accept pick up directly from the nursery.

QIF's responsibilities:

QIF seeks to grow plants of the highest quality. However, plants are fragile and susceptible to environmental and other factors not within the control of QIF. Plants will be prepared and packaged for delivery with due care and only plants meeting QIF's high standards will be dispatched. Plants will be packaged to the best of QIF's ability so that they withstand handling and movements on regular transport routes to all major centres in Australia. If the customer is not satisfied with the quality of the plants when delivered they must telephone QIF within 48 hours of delivery. If you are not satisfied with the plants that are delivered and would like to request a credit, photos of the plants must be emailed to sales@qif.com.au with complete details of the claim. Short count claims must be made within 48 hours of receipt of plants.

Invoicing and acceptance of goods:

QIF will prepare an invoice for all orders which will be emailed or faxed to the customer or upon arrangement with the customer included with the plants when shipped. The date of the delivery of the invoice will be taken to be the date specified on the invoice. Acceptance of delivery of plants will be acknowledgement that the order has been met in accordance with the invoice and constitutes acceptance of the invoice.

Property and risk:

Property in and title to the goods shall remain with QIF until all money owed to QIF at any time has been paid in full (whether that money is owing in respect of those plants or other plants). The risk in the plants purchased shall, unless otherwise agreed in writing, pass to the customer immediately upon the goods leaving QIF's premises.

Payment:

All new customers' orders are to be prepaid before the plants leave the nursery. A payment form will be provided to you prior to dispatch. Customers will remain on prepaid trading terms until an application for credit is approved by QIF. QIF will require an original completed, signed and approved Credit Application form, before a credit account is opened. Payment can be made as described on our invoices but will generally include Direct Deposit to our bank account; Direct Debit from your bank account; Credit Card (Visa or MasterCard); and Cheque or Cash. A 2% fee applies to 30 day accounts paid by Credit Card.

Terms for approved customers:

Generally, where a customer is approved for trading terms those trading terms require payment within 30 days of the date of invoice. After 60 days outstanding, credit will be stopped. Interest may be charged on accounts over 60 days at 1.5% per month.

Limit of liability:

QIF states and the customer each acknowledge that any variety or descriptive information furnished in relation to the any plant is provided as a guide only. The customer accepts that significant variations may occur in the particular plants due to geographic location, climate, soil type, soil conditions, cultural management practices and other growth factors. Under all circumstances, QIF's liability under this contract will be strictly limited to the purchase price of the plants. No liability will be accepted by QIF, its employees or its directors for any inaccuracy in the information provided. Other than required under Australian law, QIF gives no further warranty, express or implied, and all other or further warranties, including any warranties of merchantability or fitness for a particular purpose are excluded. We shall not be responsible for loss of any product, profit or any other indirect special or consequential damages.

Disputes and governing law:

QIF and the customer will make all reasonable effort to resolve any dispute amicably including by seeking assistance and input from third parties with experience in the relevant matter. In the event of litigation this contract will be governed by the laws of NSW and both QIF and the customer submit to the non-exclusive jurisdiction of the courts of NSW.