

Trading Terms/Warranty

By purchasing plants and engaging Hewittville Pty Ltd trading as Canary Island Palm Sales (hereinafter "CIPS") to provide a service all customers agree to the following terms and conditions:

PURCHASERS OF PLANTS FROM CIPS AND THIRD PARTIES

1. Palm Purchases From CIPS

- Payment must be made in full before a palm will leave the nursery, including the delivery charge (if applicable). Payment can be made by cash or direct deposits. For direct deposit the funds must be cleared in our account before dispatch.
- Some purchases include holding, delivery, transport and/or third-party sourcing fees included in the price of the purchase. These fees will not be refundable if the purchase is to be refunded.
- Clients must make their palm selection carefully. Because your plants can be subjected to conditions which are outside of CIPS's control, CIPS do not accept returns once a palm has left the nursery or you have accepted delivery.
- Any issues must be brought to CIPS attention in writing within 7 days for it to be considered.
- CIPS takes great care in providing a quality palm that is true to name but gives no warranty to its performance.

2. Telephone/Email Sales

- When a customer purchases a palm over the telephone or via email, (sight unseen) the customer is agreeing to abide by stock selection of the supplier.
- The palm provided will be true to stated type and will be in the stated size and in good health at the time of pick up or delivery. CIPS will give no warranty as to exact size and volume on any unseen purchase.
- If requested every attempt will be made to give the client an accurate estimate of the palm size at the time of enquiry and organise a photo if required.
- Selection of stock at the nursery by the customer is recommended and welcome.

3. Purchase Cancellation Policy

- Clients must make their palm selection carefully.

- Once a financial transaction has transpired the palms are considered sold and are removed from sale and therefore unavailable for sale to other customers.
- If there is a change of mind or circumstance CIPS will not provide a refund.

PURCHASERS OF SERVICES FROM CIPS

4. Holding Service

- CIPS offers a holding service for plants purchased from CIPS.
- 30% or greater of the Invoice total is required as a deposit.

5. Installation Service

- Payment of the palm purchase component must be made before the installation commences, our Purchase Cancellation Policy will apply to these palms.
- At the end of the installation an invoice will be sent to the client for excess labour and materials not covered in the original invoice, which must be paid within 7 days.
- In some circumstances, the client may be asked for an advanced payment to cover the cost of materials purchased for their job.
- The client must inform CIPS and its employees or contractors of the location of any underground services, within the vicinity of the plantings. If this information is not correctly supplied CIPS will not be liable for any damage that may be caused to services during the installation of a garden. The Client will be responsible for any cost of repair to these services in the event of damage caused by no or incorrect information regarding underground services.
- In some circumstances, it is not possible to assess planting conditions until ground preparation commences. CIPS reserves the right to withhold from planting if a location is deemed not suitable for planting (e.g. soil waterlogged) or too dangerous because of vicinity to underground or overhead services. If this situation arises, the client will be notified of the situation and alternative arrangements can be negotiated.

6. Transportation of Goods and Transportation Service

- For palms that are transported by client:

- All care will be taken to inform the client of correct transport method at the time of purchasing, however, CIPS will accept no liability for any loss or damage once a client or client's agent removes the stock from the premises.
- For trees that are delivered by CIPS:
 - All purchases that include delivery include a 30% deposit paid on date of purchase. Full purchase price must be debited or paid before the date of delivery
 - Please inspect all palms for quality and quantity upon delivery in front of our driver. Claims will only be considered if concerns are raised either directly with the transporter or in the case of absence during delivery, in writing within 7 days of delivery.
 - CIPS will accept no liability in excess of the purchase price paid for the palms
 - Clients will be asked to sign a delivery receipt.
 - In the case that the client cannot be present at the time of delivery to sign, a photo shall be taken of the delivery consignment in situ, and this will be deemed as proof of delivery, or any other reasonable proof of delivery provided by our driver.
- Once palms are delivered to a site they become the responsibility of the client. CIPS will accept no liability for theft, loss or damaged caused to stock once it is delivered to the client's premises.
- For palms that are delivered by third party carrier:
 - CIPS will organise transport of trees on behalf of the client, using a third party carrier.
 - CIPS will be acting as an agent for the purchaser and not as the transporter
 - The carrier will be provided with delivery instructions in writing as given by the client, however, any claim in association with damage to or loss of palms during or after transport and/or delivery must be made directly with the carrier.
 - CIPS will accept no liability for loss or damaged caused to stock once it leaves our premises.
 - The carriers' terms and conditions in relation to stock drop off point will apply.

7. Service Cancellation

- If the customer cancels the service owing to a change of mind with at least 48 hours' notice from the scheduled date, the money will be held in credit towards a future purchase.
- If CIPS receives notification that the service is no longer required with less than 48 hours' notice the client will be charged for the service and any deposit or payment will not be refunded.

8. Other Warranties and Claims:

- Many circumstances which are governed by forces beyond CIPS's control may affect the survival of your palm once it has left the nursery, therefore no guarantee or warranty expressed or implied as to the growth, description, quality or productiveness of our stock.
- CIPS will replace a palm within 12 months of the installation date if CIPS deems that the palm did not thrive and the cause of its failure was **NOT** one of the following;
 - Damage in transport;
 - Tree drying out during transport or before planting;
 - Tree drying out after planting;
 - Root damage at time of planting;
 - Root damage after planting due to movement e.g. wind;
 - Too much water;
 - Poor drainage;
 - Pests and disease;
 - Contamination of soil e.g. salinity, buried toxins, limestone etc.;
 - Use of herbicides around the tree or drift;
 - Planting in wrong locations or unsuitable climate;
 - Incorrect pruning or at the wrong time;
 - Incorrect planting e.g. covering the graft;
 - Gas contamination;
 - Compaction of soil before or after planting;
 - Vandalism;
 - Mechanical damage;
 - Allowing the root ball to dry out and become impermeable to water although surroundings soil is damp;
- CIPS accepts no liability whatsoever for any damage caused to fences, buildings, plants, trees, underground or above ground pipes, conduits or cables, equipment or any structure whatsoever by any palms supplied or planted by CIPS.
- If a replacement is offered by CIPS because of a failure to thrive through no fault of the customer, the customer will be responsible for the cost of transportation and disposal of the original palm. CIPS will issue an invoice to the customer which must be paid before the replacement will be installed or delivered to the customer.
- CIPS will only replace palms that CIPS delivered and installed. All palms that are 'Ex farm' are not covered by this warranty or guarantee.