

APACE WA Terms of Trade

1. Payments are to be made to APACE WA without any deduction or discount other than as stated in these Terms or in relevant invoice or statement.
2. All Orders require a 25% deposit to be paid when placing an order. The balance of the invoice must be paid in full before delivery or collection. Our preferred form of payment is Direct Deposit. Visa/MasterCard payments will be accepted but will incur a 1.4% fee.
Please supply your card number, expiry date & name as it appears on the card.
3. Prices are determined at the time of order and prior to payment of the deposit, are subject to change without notice.
4. Minimum order is 20 plants. Species can be mixed.
5. If you are going to pick up your order from the Nursery, please phone at least 48 hours prior to collection so we can have your order assembled for you.
6. Packing & Freight are *not* included in the price of the plant. Please contact us for a quote as prices change from time to time.
7. All Orders placed will be supplied on a first ordered first served basis subject to shortages caused by conditions beyond our control.
8. Plants ordered are subject to availability. Some substitutions may be required depending on stock availability.
9. All plants supplied shall remain the property of APACE WA until payment for the entire order is made in full (including any freight charge and collection fees).
10. All plants and orders are to be collected, or delivery arranged for, on or by the date designated when placing the order.
11. All plants must be collected prior to 31st August. Any orders agreed by Apace to be held thereafter will incur an additional holding fee of 20% of the value of the selling price per month.
12. APACE WA shall not be liable for any loss, damage or deterioration to the goods if not collected by the designated collection date.
13. APACE WA take care to have all plants sold by them to be true to name and description, to the best of their knowledge, but any express or implied condition, statement or warranty, arising by statute or common law or otherwise, as to growth, description, quality or productiveness, is hereby excluded and APACE WA will not undertake to replace failures or be responsible for the plants supplied.
14. APACE WA shall not be liable for any loss, damage or deterioration to the goods during delivery to the Purchaser. All goods are dispatched at the buyer's risk. APACE WA shall not be liable for any loss caused by late delivery of the plants because of crop failure, disease, Government or local authority regulation or order, Act of God, or Negligence of the Supplier and its servants.
15. No plants may be returned to the nursery, to prevent risk of disease spreading to our stock.