



TERMS & CONDITIONS

Acceptance of Plantman Terms and Conditions

When you place an order with Plantman.co.nz you automatically accept the following terms and conditions. Please review these thoroughly, as part of your Account Application Form to become a Plantman customer requires your acceptance of these conditions.

Plants, Products & Services

Plant & Product Descriptions and Photos

The descriptions and images of plants and products in the Plantman website have been compiled to educate and inform you. At all times we aspire to provide both accurate and useful information but this content should not be taken as exact or literal. Unless plant photographs are 'batch' photographs they should be considered representative of the actual plant offered for sale.

Plant and Product Availability

We update the Plantman plants and products regularly but from time-to-time items listed on-line may not be able to be supplied. In such instances we are committed to informing you of the unavailability at the earliest opportunity and will recommend a comparable alternative. Plant and product availability may be subject to change without notice.

Plant and Product Pricing

We update Plantman products and prices regularly and will stand by any price published on-line only when your order has been confirmed by Plantman. Plant and product prices may be subject to change without notice.

Plant and Product Quality

Great care is taken by Plantman to deliver plants that are of the highest quality and true to type. However, we give no warranty as to plant growth, description or performance and will not be responsible for any third party liability beyond the price paid for the plant.

We are committed to supplying plants that meet minimum size standards for the container they are grown in. Please take care when selecting plants or products as Plantman gives no warranty.

Plant Guarantees

Regular nursery visits ensures the Plantman knows where the highest quality, best grade and best value for money plants are grown. Prior to delivery, all plants are put through a comprehensive 10 point quality check and inferior stock is rejected, replaced or substituted before your order is finalised. This focus on quality allows Plantman to guarantee plants in most circumstances for 48 hours following delivery providing you water your plants during this period. The final decision pertaining to remedy of defective or incomplete products will be made at the discretion of Plantman following receipt of complaint.

Using Products

Manufacturers, safety and disposal instructions must be followed fully. Products shall be used only for the purpose they are intended. Plantman, it's Directors, employees, representatives or agents have no liability for damage caused by the incorrect use of products sold by Plantman.

Plantman Services

Any advice, information or recommendations made by Plantman.co.nz is provided in good faith. It shall not be considered as advice from an expert. Plantman, it's Directors, employees, representatives or agents have no liability for damage caused by the use of information or advice on the Plantman website by a third party.

Privacy and Ethics

Protecting Your Privacy

Plantman is committed to protecting the privacy of any personal or business information that you provide. Our website server collects information about website visitor numbers and monitors the way the site is accessed and searched. This information is used to help us make Plantman.co.nz work better for our customers. When you submit a website form or a user name and password we use the information to help us provide you with more personalised customer service. We will never sell or give your personal or business information to a third party. We're happy to disclose to you at any time any information we have collected about you.

E-mail Marketing

We may use your e-mail details to inform you of new products or special offers. You can unsubscribe from this service at any time using the unsubscribe button at the bottom of the email form.

Website Links

Any links to other websites have been included because we believe they can offer you valuable or useful information. Plantman is not responsible for the content of any links to other websites and the inclusion of a link does not imply endorsement of the linked website by Plantman.co.nz.

Copyright

The copyright symbol on each web page maintains the copyright of all text, graphics and content. Information may be printed for personal or business use but may not be published in any form without written permission of Plantman Limited.

Website Information Accuracy

Plantman makes every effort to provide you with accurate information on this website but we cannot be held responsible for any errors or omissions. Any purchase that you complete must be based on your assessment of the information and/or recommendations you have received from Plantman. We recommend that you independently verify the accuracy of this information.

Payment and Ownership

Payment

Payment is due within 7 days of delivery as stated on all invoices. Qualifying customers may operate a trade credit account with payment due on or before the 20th of the month following delivery. We prefer payment via electronic bank transfer but do also accept cheque payment. Plantman reserves the right to charge penalty interest on unpaid invoices at the rate of 2% per month overdue.

Goods and Services Tax (GST)

All prices are exclusive of GST. GST is calculated automatically when your order is confirmed.

Forward Ordering

Quotations remain valid for three (3) months unless otherwise specified. Once an order is confirmed, plants will be secured for up to one (1) month unless otherwise specified by agreement. A deposit and/or progress payments may be required to secure an order for delivery more than three (3) months from date of order confirmation. If an order is cancelled or changed prior to delivery, a deposit refund will be made at the discretion of Plantman based on any costs incurred during the transaction.

Plant and Product Ownership

All plants and products remain the property of Plantman Limited until the customer has paid in full. Whilst the risk in the products supplied by Plantman.co.nz to the purchaser shall be passed to the purchaser upon delivery, the ownership will not be transferred until the buyer has paid in full. If the purchaser defaults payment of the contracted price or progress payment thereof, Plantman.co.nz without prejudice to any other right it has at law or in equity may suspend or terminate the contract. Upon default, the purchaser agrees that Plantman.co.nz or its agent may enter the purchaser's premises at which the disputed products are stored and remove such plants and/or products.

Delivery

Delivery will be completed by Plantman or a Plantman agent according to the delivery instructions submitted in the order confirmation. Plantman will do its best to deliver on or before the scheduled delivery date, but the delivery date should not be considered a condition of sale and may be changed by negotiation to achieve delivery efficiencies. Delivery costs will be confirmed once an order is submitted and processed by Plantman. A philosophy of cost-recovery will be implemented to minimise delivery costs. Alternatively, you can arrange pickup from the Plantman depot.