



**PO Box 37263
Stokes Valley
Lower Hutt 6340
New Zealand**

Telephone: +64 (04) 934 0559
Fax: +64 (04) 934 0557
Mobile: +64 (027) 222 2100
Email: info@kiwiplants.co.nz
Website: www.kiwiplants.co.nz

International Terms of Trade

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- Kiwi Plants Ltd is currently supplying seeds only in bulk for international markets.
- Live plants may be available for live plant export for orders totaling no less than NZD\$500.00.
- We are unable to obtain product liability insurance due to too many restrictions.

Payment

- Payment for products and goods can be made by any major credit or debit card.
- In the event of payment being declined by your card issuer, Kiwi Plants Ltd shall not be responsible for any costs or inconvenience caused by a subsequent delay in dispatch.

Prices

- Payment is required in advance for all orders received.
- Post and packaging for small orders (1000 grams or less) is \$50. This includes documentation, order processing, and postage.
- All prices are ex nursery and DO NOT INCLUDE G.S.T. Prices are based on a per unit rate as shown in the current catalogue, and quantity discounts are included if applicable, dependant upon quantity ordered of any one variety. We would be pleased to quote on quantities larger than those shown.
- We reserve the right to adjust prices without notice.

Taxation on Orders Delivered Outside New Zealand

- Goods and Services Tax (GST, VAT etc) are not charged on orders until after the delivery country has been specified, and then only if taxes are applicable between countries.
- Recipients of orders sent to destinations outside of New Zealand are responsible for any local taxes that are due on the goods.

Delivery Charges and Methods

- All orders are subject to delivery charges. Please contact us to check out the actual delivery charge.
- Orders are usually dispatched on the day payment is received, however due to any delays with customs and at busy times this may not be possible. Please therefore allow one (1) week for the border control process and one (1) week for delivery.
- Orders are dispatched by courier using a tracked delivery system.
- Kiwi Plants Ltd cannot accept responsibility for non-delivery of, or damage to the delivery once it is dispatched, and all claims for loss or damages should be directed to the courier company.





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Minimum Order

- A minimum order is required of NZD\$1,000.00 for plants and NZD\$250.00 for seed.

Sending Order as a Gift

- To send an order as a gift, please ensure this is stated at the time of ordering, and you supply a separate recipient name and delivery address.

Germination Information

- Seed treatment Instructions will be supplied with all orders.

Availability

- Kiwiplants prides itself in sourcing seed from the rarest, endangered, and most difficult to collect species of indigenous, endemic flora of New Zealand. Although our catalogue shows a limited range of species, we have access to approximately 1500 to 2000 species.
- Seed for species listed in our catalogue is generally held in stock. However due to circumstances beyond our control this may not always be the case. If there is a delay in supplying your order we will e-mail you with expected supply dates.
- If availability is seasonal a delay may be one year or more.

Border Control (Biosecurity)

- Kiwi Plants Ltd exports seed clean and dried, and seedlings water treated and bare rooted because these products meet the conditions of biosecurity standards (most of the time) in most countries.
- We do put latin names on all the packaging.
- You are able to check with your border control organization that your order will not be confiscated.
- Kiwi Plants Ltd cannot accept responsibility for the actions of your countries border control and we will not replace or refund for products they confiscate, period.

Privacy

- When an order is received we will retain your information for our records only. This information will be available only to our staff.

Ordering

- Refer to our order form

Cancellation of Order and Return of Goods

- All customers have the right to cancel orders placed through our website within seven (7) days (NZ time) of their payment for goods or up until the goods have been dispatched (whichever occurs first).
- Kiwi plants Ltd will refund, replace or provide credit for goods only if:-
 - They were purchased from us within the last seven (7) days.





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- They are returned to us in their original, unopened packaging and are in resaleable condition.
- They are returned with a completed returns form.
- They are returned with evidence of their payment (receipt or invoice number).
- Once we have received the goods in a saleable condition a refund for their cost will be made to your credit/debit card (if a refund has been requested).
- Customers are responsible for the cost of returning the goods to Kiwi Plants Ltd.
- We do not refund and carriage charges paid.

Claims

- Any claims for errors or unsatisfactory seeds must be made within 7 days of receipt. Claims for losses or damage in transit must be made directly to the transport agency concerned.
- Any returned items will be credited to your account, less the processing costs.

Accounts

- Payment of accounts is due with the order.
- All prices are in New Zealand Dollars.

Legal Notice

- Kiwi Plants Ltd, its website and Terms and Conditions are governed by the laws of New Zealand. Any disputes arising shall be resolved by the New Zealand Courts.

Conditions of sale

- Although every care is taken to ensure that all plants supplied by Kiwi Plants Ltd are true to description and variety, no warranty expressed or implied is given as to the growth, description, variety of plant or viability of seeds supplied. All sales are made subject to these conditions, and by purchasing from us, the purchaser accepts these conditions.

Having read the terms and conditions above, you agree to abide by them and understand your obligation with regard to payment of accounts, damaged goods, and claims.

Signed:

Dated:

Position:

Name Of Business/Organisation:

