



## BUSINESS HOURS

Monday to Friday - 8:00am to 4:30pm.

There is email and fax reception at all times. Please leave your name and number and we will get back to you.

## PRICES

All prices are in NZ Dollars and unless stated otherwise all prices include GST.

This year we have made changes to the way we charge for small quantities of seed. Unless otherwise stated the minimum order per species is now \$15 which will give you 5 grams of seed. The number of seeds will vary with species.

## ORDERS

You can send orders by post, fax or email. Please use botanical names when ordering and where applicable specify special seedlots (seed stand, seed orchard and varieties). If you cannot find what you want, please call us and inquire about availability. We endeavour to source other species for customers when it is possible to do so.

## DESPATCH

Unless instructed otherwise, orders will be despatched as soon as possible.

Ownership and responsibility passes to the buyer on receipt of goods.

Postage, freight and documentation charges for orders are additional to listed seed prices. The following chart is to help you calculate the postage and freight charge for your order. For orders over 5kg, we recommend customers use a track and trace service for insurance purposes.

Please select the method you would like us to use for your order and record this on your order form.

Kg	No Track	Track	Courier
0-5	\$6	\$8	\$10
5-10		\$15.00	\$25.00

Freight charges are available on request for quantities over 10Kg.

An additional charge \$4.00 will apply for each item up to 25Kg delivered to rural delivery addresses.

Overseas shipping rates and documentation charges are available on request.



## TERMS

Please forward payment with your order. We accept Visa, Mastercard and Maestro. For customers with approved credit, payment is due 20th month following invoice date.

Please contact us if you wish to pay by direct credit to our bank account.

Interest will be charged at 2% per month on overdue accounts.

Any undisputed accounts collected by a debt collection agency will also attract all collection fees including the debt collection agency's commission fees.

## PERSONAL PROPERTY SECURITIES ACT 199

In an increasingly difficult business world we have been advised that it now makes good business sense to protect our interests in the event that a purchaser has difficulty making payment.

Therefore using the provisions of the Personal Property Securities Act we reserve the right to register an interest in any unsown seed supplied by us or, seedlings grown from seed supplied by us until such time as the account is paid (for further background go to [www.ppsr.govt.nz](http://www.ppsr.govt.nz) or contact Shaf).

We do not expect to have to do this in any but the most exceptional cases, but we ask that you be aware of the implications of this:

## INTERPRETATION

Unless the context otherwise requires, terms and expressions in these Terms of Trade which are defined in the Personal Property Securities Act 1999 (PPSA) shall have the same meaning in these Terms of Trade as in the PPSA and references to the Goods includes references to any one of them.

For the purposes of these Terms of Trade 'Goods' means:

- all unsown seed supplied by us to you
- all seedlings grown from such seeds

## SECURITY INTEREST

You grant to us a security interest in the Goods as security for all amounts owing by you to us and the performance of your obligations under these Terms of Trade.

You shall ensure that you are always able to identify:

- the Goods from any other goods that may be in your possession; and
- the particular Goods to which any invoice relates



## RETENTION OF TITLE

Title to any particular Goods shall remain with us until there are no longer any amounts owing to us in respect of those Goods.

Until title to any particular Goods passes to you, you shall:

- return those Goods to us on request
- deposit any cash proceeds of those Goods for us in a separate account named the 'Proseed New Zealand Limited Proceeds Account' and notify the bank where that account is held of our interest in the moneys in that account.

Even though title to any particular Goods remains with us, you may sell those Goods on your own account provided that:

- any such sale is in the ordinary course of your business, is conducted at arms length and is for the full market value of those Goods
- we have not requested the return of those Goods

Nothing in these Terms of Trade shall entitle you to return the Goods unless we have requested that the Goods be returned.

## RISK AND INSURANCE

The Goods shall be at your risk from delivery (whether to you or another person on your behalf) and you shall insure the Goods for their full replacement value.

## ENFORCEMENT

If you fail to comply with any terms of these Terms of Trade or any other agreement between us we or our agent may, in addition to any other rights or remedies we or our agent may have at law (including under any statute):

- enter any land or building owned, occupied, or used by you, to search for and retake possession of the Goods
- wrench, undercut and lift out any Goods attached to your land; and
- refuse to supply any further Goods under these Terms of Trade

## CHANGE OF NAME

You agree that you will not without first giving us 15 business days notice change your name.



## COSTS

You agree to pay all costs and expenses we might incur in relation to compliance with any demand made by you under section 162 of the PPSA or in relation to any application for, or obtaining of, a Court Order to maintain any registration in respect of the security interests created by these Terms of Trade and the serving of any such Court Order on you or the Registrar of Personal Property Securities.

## NON WARRANTY

We give no warranty, expressed or implied, as to the productiveness or description of any seeds and will not in any way be responsible for the resultant crop, except any liability which arises from the statutory guarantees under the Consumer Guarantees Act 1993 in respect of non-business customers.

Businesses that purchase seed from us are deemed to have acknowledged that the seed is being purchased for business purposes.

## PLEASE NOTE

Proseed deems placement of an order as acceptance of these terms.