

General Wholesales Business Conditions

HOW WE USE AND PROTECT YOUR DATA

In accordance to the POPI Act (Protection of Personal Information)

The Protection of Personal Information Act has been in effect since 1 July 2021. This law exists to protect your personal data. Landosol (Pty) Ltd. will ensure that your personal information is kept private & safe, in accordance with the Protection of Personal Information Act. We will never share your information with any third party. Your personal data will only be used to manage your account, direct advertising to you, arrange shipping and delivery, and for any other legal purposes. Information on completed orders will be retained for a period of 2 years.

INCORRECT PRICES

All prices listed on Item(s) (*"Items" meaning any legal product(s) sold by Landosol (Pty) Ltd, including but not limited to all Plants, seeds, bulbs, trees, animals, chemicals, organic products, décor, ornaments, furniture, equipment, tools, apparel etc.*) (herein collectively referred to as "Items") and including but not limited to those listed online, catalogues, brochures, social media, advertisements and any other virtual or physical marketing material, as well as on individual price tags, are subject to adjustment without prior notice. Landosol (Pty) Ltd shall take reasonable efforts to accurately indicate prices. However, should any Item(s) erroneously offered at incorrect prices, Landosol (Pty) Ltd will not be obliged to sell such Item(s) at such incorrect price(s) and shall only be liable to refund monies already paid, should you not wish to proceed with the purchase at the correct price.

V.A.T.

All prices given are exclusive of V.A.T. and will be itemised on the final invoice.

TERMS OF PAYMENT

COD ONLY (complete pages 1, 2 & 3)

All COD orders, MUST be paid in full prior to shipping or collection.

- DIRECT BANK TRANSFER PAYMENTS: EFT payments can also be made directly to our bank account. Landosol (Pty) Ltd, Account Nr: 1090522312 – Shelly Beach (198765). Please use the Invoice Number as reference. Proof of payment must be emailed to accounts@landosol.co.za
- Credit or Debit cards payment upon collection at a Landosol (Pty) Ltd location.
- The following online payment options are also available via the PayFast and iKhokha gateway options at www.landosol.co.za/pay
CREDIT CARD, DEBIT CARD, INSTANT EFT, MASTERPASS, ZAPPER, MORE TIME, CAPITEC PAY or SCODE.

CREDIT LINE (complete pages 1to 6)

A credit line account is subject to prior approval.

EXECUTING OF ORDERS

Orders placed for collection; MUST be collected within 7 days from the notification date, that the order is ready for collection, unless an extension is specifically requested and a written undertaking to collect received with a specified collection date. Landosol (Pty) Ltd. reserves the right to automatically cancel any orders not otherwise collected. Refund on a cancellation will be made within 48 hours of cancellation, minus an admin handling fee based on 20% of the total value of the order not collected. All Item(s) on a cancelled order will be returned to inventory to be sold again. The client will be responsible for off-loading or the cost for the use of a crane to off load large items, (e.g., statues, plants or trees etc.). No credit will be passed on the use of a crane to off load large items.

AVAILABILITY OF STOCK

No Item(s) that is listed on our wholesale availability list, website or sold in store, will be sold on backorder, unless specific agreed in writing between the parties. Any orders that cannot be fulfilled by us within thirty days (30) days, will automatically be cancelled and monies already paid, refunded in full. No Item(s) that is either delayed by a supplier(s), sold out, discontinued, or no longer available for sale for whatever reason, will be substituted on an order or withheld for delivery later on, unless specifically requested and a written confirmation is received.

DELIVERY FEE AND CONDITIONS

- Free delivery for orders over R5000; and if the delivery address is less than 200km radius from the Farm/ Nursery in Port Edward (KZN) ; **IF** the delivery address is less than 200km radius from the Farm/ Nursery in Port Edward (KZN). A R500 flat rate delivery fee will be applicable to orders LESS THAN R5000.
- If the delivery address is more than the 200km radius from the Farm/ Nursery in Port Edward (KZN); and within KZN then a 12% delivery fee will be applicable to the total order amount, with a minimum fee charge of R1000.
- All other areas, a 20% delivery fee will be applicable to the total order amount, with a minimum fee charge of R2 000.

All deliveries from the Farm/ Nursery in Port Edward (KZN), are subject to acceptance and confirmation through a phone call/ WhatsApp to 072 785 4303/ or 076 343 6105, or e-mail to sales@landosol.co.za.

Where we accept your delivery request. Landosol (Pty) Ltd will deliver the Item(s) to you as soon as reasonably possible, but no later than 30 (thirty) days of receipt of your payment. We will notify you if we are unable to deliver the Item(s) during the delivery period.

Payment for delivery cost will be invoiced separately. Delivery cost to destination less than 50km from the Farm/ Nursery in Port Edward, may be paid in cash or by credit/debit card upon delivery of the order. Delivery fees for all other destinations has to be paid in full prior to delivery.

Landosol (Pty) Ltd obligation to deliver Item(s) to you is fulfilled when we deliver the Item(s) to the physical address nominated by you for the delivery of the order.

CLAIMS

The sales of any Item(s) are final.

Incorrect or damaged Item(s) delivered by us, will only be accepted for return and replacement, refund or give credit, if the Item(s) is checked on the delivery date and the incorrect or damaged Item(s) properly noted on the delivery note. If no notification of incorrect or damaged Item(s) is given on the delivery note, or by writing "not checked" on the delivery note, the client will not be exempt from liability for the Item(s) delivered. If the aforementioned is not adhered to, Landosol (Pty) Ltd will assume that the Item(s) were delivered accurately and in a good condition and no responsibility whatsoever will be taken by Landosol (Pty) Ltd. All refunds from Landosol (Pty) Ltd., will be restricted to the maximum value of the purchase price of the returned Item(s). Landosol (Pty) Ltd. will under no circumstances be liable for any other refunding other than the purchase price of the Incorrect or damaged Item(s) that is returned. Collection and transport of Item(s) by any third party (including a courier service) are done at client's own risk and Landosol (Pty) Ltd. will under no circumstances be liable to replaced, refund or give credit for any Item(s) that is damaged or died for whatever reason after departure from the farm/nursery.

OTHER DISCLAIMERS

1. Landosol (Pty) Ltd will only ship to a destinations within South Africa.
2. Except for orders bought on pre-approved credit, all other orders will be processed only after receipt of funds and will be shipped within thirty (30) days of processing.
3. Item(s) ordered and sent might be slightly different from images listed online or any other promotional materials, flyers or availability list. All pictures of Item(s) shown is just an example of what's in stock.
4. Some Item(s) may be poisonous or cause an allergic reaction, when handled. The onus is on the client to familiarise themselves with these items(s), their needs and precautions to be taken.
5. Any fertilizer or plant food, organic or otherwise, or any other chemicals and medicine information given regarding plant feeding, or control of weeds, scrubs and trees, or any disease and pests on plants; and animals is a guide only. All recommendations are made to the best of our knowledge, based on either our own experience, or manufactures and suppliers' guidelines. We cannot accept any responsibility for the correctness of this information. Please pay attention to labels, and test chemicals or new treatments first before applying large scale.
6. When an order is placed for collection, postal shipment, courier, delivery undertaken by us or any other shipping methods, everything possible is done to ensure that the order execution, and if applicable, delivery of the order takes place without delay. Orders are however subject to cancellation or delay caused by governmental regulations, laws and orders, droughts, inclement weather, labour disputes, riots, protest, floods, fire, or frost, war or embargoes or any other cause reasonably beyond the control of Landosol (Pty) Ltd.
7. No guarantee, written or otherwise as to correct names, vigour or fertility of any Item(s) will be given.
8. **Plant orders:** -
 - o plants will only be dispatched in a healthy, growing, disease and pests' free condition and will not be replaced due to damage or death caused by unforeseen circumstances after delivery. When an order for any plant(s) is placed for collection: - plants, must be inspected and selected where applicable, in person, by you or your representative, before leaving our care. All bare-rooted plant(s); and any plant(s) with leave variegation, carry no warranty for refund, replacement, or credit, and are taken at own risk.
 - o On shipping orders, everything possible is done to ensure that plants, receive the best treatment before leaving our care; and that Government regulations regarding control of invasive species, disease and pests are strictly adhered to. You are responsible to obtain any necessary permission and permit(s) if required for your province or on a restricted species.
 - o Any information given with regard to plant care, are only directive, seeing that growth and well-being of plants may vary because of location, feed requirement, temperature, soil composition, water requirements and hardness, light requirements and the handling of the plant(s) etcetera. Landosol (Pty) Ltd. does not accept any liability for loss, experienced due to any of the above factors; or by using harmful materials on plants after delivery.

Only under the above-mentioned conditions, will products be sold, and no representative of Landosol (Pty) Ltd, other than a Director of Landosol (Pty) Ltd, is entitled to change these conditions.

I, the undersigned _____ hereby certify that I accept the above-mentioned conditions and that I am duly authorised by the abovementioned company/organization to make this application.

SIGNED AT _____, ON _____ DAY OF, _____ MONTH, 20_____

CREDIT LINE APPLICATION

TRADING TERMS AND CONDITIONS FOR CREDIT LINE APPLICATION

1. The client warrants that the information on page 1 above is true and correct.
2. Payment for any Item(s) and services should be made by the 28th of the concurrent month, meaning all purchases in one month i.e.: May, should be paid no later than the 28th of June by EFT, Debit/Credit Card or Cash). *NO Cheques will be accepted!*
3. Interest at 1.5% per month will be charged and payable on any amounts, which remain unpaid outside thirty (30) days after the date of the statement.
4. At the absolute discretion of Landosol (Pty) Ltd and in the event of any dispute or legal action arising out of the granting of any credit facilities to the Applicant by Landosol (Pty) Ltd, it is hereby agreed by the parties that the Magistrate's Court by virtue of section 28 of the Magistrate's Court Act would have jurisdiction for the determination of any claim which the parties may at any time have against one another for Item(s) sold and supplied regardless of the amount of the claim which the parties may at any time have against one another for Item(s) sold and supplied regardless of the amount of the claim exceeding the monetary jurisdiction of the Magistrate's Court.
5. At the absolute discretion of Landosol (Pty) Ltd any legal action arising out of granting of credit facilities to the applicant may be instituted in the Magistrate Court of Ramsgate having jurisdiction by virtue of Section 28 of the Magistrate's Court Act for determination of any claim which the Creditor may at any time have against us arising out of the supply of Item(s) and which would otherwise be beyond the jurisdiction of the Ramsgate Magistrate's Court because of the amount of the claim.
6. In the event of Landosol (Pty) Ltd instituting any legal action for the recovery of any monies in respect of the granting of credit facilities in terms hereof, the applicant shall be liable for all legal costs incurred in such legal action on a legal practitioner and client basis and in addition any legal charges levied by Landosol (Pty) Ltd legal Practitioners in respect of any monies collected.
7. The client agrees that should it become necessary for Landosol to proceed against them in a Court of Law at any time the whole amount outstanding on their account will immediately become due and payable notwithstanding the fact that a portion of the amount would not be owing in accordance with the requested terms of payment and furthermore concede that this certificate signed by a Director of the Debtor Company whose appointment as such need to be proved, shall be conclusive proof both of the existence of the debt as well as the amount owing.
8. The applicant hereby agrees that ownership of all Item(s) supplied by Landosol (Pty) Ltd to the Company shall remain vested in Landosol (Pty) Ltd in full, should any amount/s be owing in respect of such goods supplied, Landosol (Pty) Ltd reserves the right to forthwith retake possession of such Item(s) in any way and/or manner in which it, at its sole discretion, may deem fit.
9. In the event of any default by the customer of any provision of this agreement, the customer hereby consents and authorizes Landosol to furnish the name, credit record and repayment history of the customer to any credit bureau as a delinquent debtor. It is also agreed that Landosol may use any means to verify the information contained in this document

DECLARATION (to be completed by duly authorized Owner/Director/Partner)

I, the undersigned _____ hereby certify that I am duly authorized by the abovementioned company/organization to make this application for credit facilities. I further declare I have read and understood the conditions upon which such credit facility would be conducted in the event of this application being successful and accept such conditions on behalf of the applicant.

SIGNED AT _____, ON _____ DAY OF, _____ MONTH, 20_____

Witness Signature: _____ Witness Name: _____

PLEASE ENCLOSE THE FOLLOWING WITH THIS APPLICATION:

- Copy of your ID book (in case of companies – copy of the director's ID's).
- Copy of company registration document.
- Confirmation letter of bank account details.
- Copy of VAT registration document (if applicable).

SURETYSHIP

IN FAVOUR OF LANDOSOL (PTY) LTD REG. NO. 2010/018518/07.

PARTIES CONCERNED

In this suretyship the parties concerned are:

1.1 **LANDOSOL (PTY) LTD**, its successors-in-title and assigns (herein referred as "Landosol")

And:

1.2 Name of applicant/ company: _____

Registration / ID number: _____

(Herein referred to as "the debtor"); and

1.3 The party executing this suretyship as surety and co-principal debtor or each party executing this suretyship as a surety and co-principal debtor as the case may be (herein referred to as "the Surety")

2. PREAMBLE

It is recorded that this suretyship is furnished on consideration of Landosol allowing the debtor such credit facilities as Landosol may in its sole discretion deem fit (either by way of the continuation of any existing facilities or by the provision of new or further facilities or both).

3. SURETYSHIP

The surety binds and interposes himself/herself as surety and co-principal debtor in solidum for the Debtor's indebtedness to Landosol as reflected from time to time in the Debtor's account with Landosol or any other account opened by Landosol in substitution thereof from time to time ("the account"), notwithstanding any renaming of the account, and the Surety agrees that such indebtedness may include: -existing and further indebtedness, any indebtedness which may take the place of any notated debt, whether by operation of the common law or any statute, even if such notation takes place after the termination of this suretyship; and indebtedness in respect of interest, discount, commission, legal and collection costs (on the attorney and client scale), stamps and all other necessary or usual charges and expenses.

4. FURTHER INTEREST

In addition to this liability under "3." for interest owing to Landosol by the Debtor, the Surety agrees to pay further interest to Landosol from the date on which Landosol demands payment from the Surety at the rate of 1.5% per month to the Debtor in respect of the indebtedness of the Debtor secured by his suretyship.

5. ALLOCATION OF PAYMENTS

The Surety irrevocably authorizes Landosol to apply any monies received by Landosol from the Debtor and/or the Surety against the indebtedness of the Debtor to Landosol in such manner as Landosol in its sole discretion may deem fit.

6. RENUNCIATION OF DEFENCES

6.1 The Surety hereby renounces the benefits of excision and division and all other benefits and legal exceptions that could or might be raised or pleaded by the Surety in answer to any claim by Landosol under this suretyship.

6.2 This suretyship shall be fully enforceable against the Surety regardless of: -

6.2.1 Any negligence or breach of contract on the part of Landosol or the Debtor, or

6.2.2 The non-notification to the Surety of any default, delay, omission or contractual breach on the part of the Debtor.

7. CONTINUING SECURITY

7.1 This suretyship shall not be terminated by any intermediate settlement of account, or by the death, legal, disability, sequestration, liquidation or judicial management of the Surety or the debtor

7.2 This suretyship shall remain in force as a continuing suretyship-

7.2.1 Until the expiry of a period of 7 (seven) days after the breach or division of Landosol's named at the head of this suretyship shall have received written notice from the Surety or from the Surety's liability for future indebtedness of the Debtor, provided that for the purposes of this sub-clause future indebtedness shall not include interest still to accrue on any existing indebtedness; existing debts which are not yet due for payment, future installments under any existing contract or costs incurred by Landosol in effecting recovery of any indebtedness covered by this suretyship, all of which shall, for the purposes of this sub-clause, be deemed to be present indebtedness as at the date of termination of the Surety liability in terms of a notice given under this clause; and provided further that such written notice shall have no force or effect and shall not operate as a valid notice terminating this suretyship unless it is accompanied by proof of the sending of a copy thereof by registered post to the Debtor; and

7.2.2 Until all the indebtedness (including contingent liabilities) of the Debtor to which this suretyship applies and which are in existence at the date of the receipt of such written notice shall have been paid and discharged.

8. TERMINATION

- 8.1 Should the liability of any Surety be terminated, either by notice or by operation of law, Landosol shall be entitled to continue any account of the debtor notwithstanding such termination and the liability of that Surety for the amount due by the debtor to Landosol at the date of such termination shall remain, notwithstanding any subsequent payment into the account by or on behalf of the Debtor.
- 8.2 The document incorporating this suretyship is and shall at all times remain the property of Landosol and may be retained by Landosol, at Landosol's discretion, after termination thereof.

9. INDULGENCE

No indulgence latitude or extension of time that may be allowed by Landosol to the Surety or the Debtor shall in any circumstances be deemed to be a waiver of rights under this suretyship and Landosol shall remain entitled to require strict and punctual compliance by the Surety with each and every provision of this suretyship.

10. EXECUTION

Signed by the "the debtor" or its duly authorised agent/signatory ; and by myself _____, in my personal capacity as Surety and co-principal debtor, who hereby warrants that he/she too is duly authorised to sign as surety on behalf of the applicant/company.

SIGNED AT _____, ON _____ DAY OF, _____ MONTH, 20_____

SURETY			
Signature <small>Debtor</small>		Signature <small>Surety</small>	
Name and Title		Name and Title	
RSA ID Nr.		RSA ID Nr.	
Address		Address	

Witness Signature: _____

Witness Signature: _____

Signed on behalf of Landosol (Pty) Ltd

Witness Signature: _____

OR OFFICE USE ONLY			
Account No.		Credit Line Approved	<input type="checkbox"/> Yes <input type="checkbox"/> No
Reason If no		Terms:	<input type="checkbox"/> 30-days <input type="checkbox"/> 90-days
CIPC/ Business Validity Checked	<input type="checkbox"/> Yes <input type="checkbox"/> No Trade reference checked :	<input type="checkbox"/> Yes <input type="checkbox"/> No	Checked by