

Terms & Conditions of Sale

1. This list cancels all previous lists and its terms apply to the exclusion of any terms originating for the Customer.
2. Prices quoted are per plant and exclusive of VAT.
3. All items listed and confirmed are subject to availability and satisfactory crop growth. We will do our utmost to report where problems develop with items confirmed.
4. We reserve the right to review our prices at any time.
5. The minimum quantity of liners supplied per variety will be 24 - 24 unit tray is used. For amounts per variety less than 100, there is an extra charge of €0.10 per plant and between 100 and 249 plants, an extra charge €0.05 per plant in addition to the list price.
6. The minimum quantity of plugs supplied per variety is 84 for a 3.5 cm plug, 51 for a 5.0 cm plug and 40 for a 6.0 cm plug.
7. New Customers will be asked for payment by pro-forma invoice in advance of delivery of first order. Customers wishing to open an account will be asked to complete a credit application form and provide verifiable trade references and VAT number if registered.
8. Our preferable mode of transport is shuttle trays on CC tagged Danish trolley system on an exchange basis. Where replacement shuttle trays are not available for return we will charge at cost. Trolleys must be available in all circumstances for this system. Where plastic boxes are used we must have Customer's assurance that replacement boxes are available on day of delivery. On failure to do this boxes will be charged at cost. Where neither system is possible plants must be collected from nursery by the Customer.
9. Complaints must be registered in writing within seven days of delivery date or before where obvious problems occur.
10. FitzGerald Nurseries Ltd. retains ownership and beneficial of all plants supplied until such time as payment is made in full by the Customer. All orders accepted are accepted with this understanding.
11. Fitzgerald Nurseries Ltd. reserves the right to withhold deliveries to any Customer who has failed to settle any outstanding sum on their account.
12. Every effort is made to ensure that plants dispatched are of first grade, quality and true to name. However, in the event of a claim, FitzGerald Nurseries Ltd. liability shall not exceed the invoice price of the goods in question.
13. Transport is organized on behalf of the customer, once the plants leave the nursery they are the responsibility of the customer.
14. Payment conditions within 30 days date of invoice.
15. Where customers go beyond the terms of credit stated above FitzGerald Nurseries Ltd reserves the right to charge interest charges in accordance with The [European Communities \(Late Payment in Commercial Transactions\) Regulations 2002](#) (SI 388 of 2002). In areas not covered by EU legislation this regulation will be used as the contractual reference point. This rate of interest is the ECB late financing Rate plus 7 percent. This amounts to 0.026% per day overdue.
16. The company reserves the right to recover cost of collection of overdue amounts in accordance with The [European Communities \(Late Payment in Commercial Transactions\) Regulations 2002](#) (SI 388 of 2002).
17. Plant varieties followed by the prefix PVR are subject to European Plant Breeder's Rights and propagation is strictly prohibited without prior authorization from the breeder.