



Delivery Terms and Conditions

correct as of 05/09/2019

Delivery Policy

It is your obligation to enter the correct delivery address details at time of ordering. If you enter the wrong address, we are not obliged to re-send the order to the correct address at our expense.

We will provide you with an estimated date and time for delivery for all orders and while we make every effort to deliver by this time, all dates specified are estimates only. Unfortunately, we are unable to guarantee time of delivery.

It is the responsibility of the customer to inform SoilWorx if an order does not arrive. Once we learn an order has not arrived by the due date, we will lodge enquiries with the relevant logistics and transport departments to ensure delivery occurs as soon as possible. We will not be held liable for any loss or damage resulting from late delivery.

Please note that if an item has been lost in transit, we will not despatch a replacement item immediately. Replacement items will be despatched according to our discretion. Without limiting the operation of any other Terms and Conditions herein, you agree that late delivery does not constitute a failure of our agreement, and does not entitle you to cancellation of an order.

Without limiting the operation of any other Terms and Conditions herein, we will not accept liability for any loss or damage arising from items lost, stolen or damaged after delivery has taken place, or during the time of delivery.

Delivery Terms and Conditions

These terms and conditions will be made available to you at the time of delivery, and all customers are required to read, fully understand and sign the delivery terms and conditions before our driver will unload/tip your product.

Before your order can be tipped/delivered, you must read and agree to the delivery terms and conditions below. While the driver/contractor will exercise due care in delivering the material, SoilWorx/Mother Earth will not be held responsible for any property damage which may occur during the delivery operation or items that will prohibit material from being delivered.

SoilWorx/Mother Earth - Assumption of the Risk, Release and Hold Harmless Agreement

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including The promise to deliver bulk product and any other agreed upon materials (together hereinafter referred to as "materials"), the undersigned hereby acknowledges, covenants and agrees as follows:

(1) The agreed upon delivery includes, without limitation, the use of large vehicles and/or machinery, possibly weighing in excess of 5,000 kg, which may be required to enter upon the real property of the undersigned, as well as the dispensing of the materials on said property.

(2) The delivery of the materials involves exposure to inherent risks and dangers, including, without limitation:

- Cracked driveways
- Damage to grass/lawn
- Damage to walkways, structures and infrastructure
- Damage to shrubs, plants, flowers, trees, tree limbs or any other landscaping
- Plant diseases caused by the use of delivered materials
- Damage to utility lines
- Other damages caused by the weight, height or width of the delivery vehicle to landscaping, driveways, structures, fences, grass, pavers or any other structure
- Discoloration of driveways/walkways due to leaking fluids or other residue from delivery vehicle
- Discoloration of driveways/walkways where delivered materials are dispensed
- Damage or inconvenience caused by delivery of materials to a spot or location other than that indicated by the undersigned as per this agreement

(3) Any product delivered curbside and left on the cross-over or footpath becomes the responsibility of the undersigned. SoilWorx will not be held accountable for any loss, damages, injuries, or municipal action that may arise from this delivery.

(4) Any damage and subsequent costs arising from a SoilWorx/Mother Earth vehicle becoming bogged onsite due to client/customer tipping directions are the responsibility of the customer. The customer accepts responsibility for all associated costs, including towing fees that may arise from our driver/contractor and vehicle becoming bogged onsite.

(5) The undersigned, and for the undersigned's successors, assigns, heirs, executors and administrators, releases and holds harmless SoilWorx/Mother Earth, its officers, agents and employees for any and all injuries, both to person and property, regardless of severity, arising out of or related in any way to the delivery of, or use of, any materials delivered per this agreement, including, without limitation, injuries which occur, in whole or in part, due to any act, negligent, reckless, intentional or otherwise, by or on behalf of SoilWorx, its officers, agents or employees;

(6) The undersigned, and for the undersigned's successors, assigns, heirs, executors and administrators, shall indemnify and hold harmless SoilWorx/Mother Earth, its officers, agents, and employees, from any and all liability, actions, causes of action, claims, debts and demands of any kind and nature, including costs, expenses and attorney's fees, incurred by SoilWorx/Mother Earth, its officers, agents or employees, as a result of, arising out of or related to, any act or omission, intentional, reckless, negligent or otherwise, by the undersigned, during the course of the delivery or use of any materials delivered per this agreement; and

(7) The undersigned is 18 years of age or older, has read this document completely and understands its contents, and is legally competent to execute the same. Any person signing this agreement who is not 18 years of age or older must have this document signed by either the undersigned's legal guardian or guardians.

(8) This Assumption of the Risk, Release and Hold Harmless Agreement extends to my heirs, assigns, legal representatives, beneficiaries, and agents of any kind; as well as to SoilWorx, and past, present and future officers, employees and agents thereof. I acknowledge that I have had the opportunity to read this entire form and understand the terms and conditions of delivery.