

TERMS AND CONDITIONS

Orders must be prepaid, unless credit is previously approved. New accounts requesting credit terms must complete a credit application. All credit applications will be considered. Please allow 30 days for processing. Approved credit accounts are due 30 days from date of shipment. Overdue accounts will be charged interest at the rate of 1.5% monthly on the unpaid balance. Accounts not meeting established terms will revert to prepayment status and may result in a loss of discount. Accounts inactive for 4 years or greater will revert to prepayment and will need to fill out a new credit application 30 days prior to shipping. Payment by credit card is accepted, and nominal service fees will apply.

PRICING

Prices are subject to change without notice. Please contact us for current pricing. Freight costs are not included in pricing.

PHYTOSANITARY CERTIFICATES

Orders shipped to Canada or within a state that requires a phytosanitary certificate will be charged a fee to process phytosanitary documents.

ORDER MINIMUMS

For efficiency, quantity minimums will apply to all material, as described in the current availability. Orders shipped via common carrier must also meet our net dollar minimum as stated in the current availability.

SHIPPING

At your request, we will arrange shipping via 3rd party carrier. You will be charged freight COD, unless you have previously established credit with the carrier. If you are arranging a carrier, please allow us at least three days' notice prior to shipping to prepare your order. We do not assume responsibility for the product once loaded. Freight claims must be submitted to the carrier directly.

ADJUSTMENTS AND CANCELLATIONS

Please review your confirmations promptly and notify us of any changes. We reserve the right to substitute one size larger or smaller on all material, unless prior instructions of "no substitutions" are given. We reserve the right to cancel products due to weather damage, error in availability, insect or disease injury, acts of nature or government, and all other causes beyond our control. If the material ordered is not available to us for any reason, we shall provide you with the option of substituting another product upon terms and conditions agreeable to both parties. Plant unavailability shall not be deemed a breach of this Agreement.

Fall order cancellations must be received in writing prior to November 1. Any cancellations on pre-booked fall orders received after this date will incur a 15% restocking fee on B&B and B&B/CT items. Cancellations on spring orders must be received in writing prior to April 1. Cancellations after this date will incur a 15% restocking fee (\$250 minimum). Please keep in mind that late cancellations may jeopardize future allocation percentages and/or fill rates. After June 1st, pre-booked spring orders will be released to open availability.

No cancellations once an order is pulled and on the dock.

CLAIMS

All claims must be noted on the bill of lading. Claims must be made in writing within five (5) days of receipt of shipment and include pictures of the damaged material. Any material subject to claim must be held for inspection and disposition. Claims made regarding damage in transit must be made directly to the carrier. We will be glad to assist if requested. We are not responsible for any sum greater than the purchase price of the stock.

CUSTOM LABELS

We can add your company's retail prices, SKUs, and/or our UPCs to our tags for each plant, or you can send us your own tags. Retail pricing, SKU codes and/or your company tags must be received by January 15th. Please refer to the current availability for the custom label charge.

CONDITIONS OF SALE

The seller makes no warranty, expressed or implied, extending beyond the description herein, including merchantability. Liability, in all cases will not exceed purchase price of the subject plants.

PLANT PATENT and/or TRADEMARK

The price of certain plants purchased may include a plant patent and/or trademark royalty. In exchange for those royalty payments, you are granted a limited, non-exclusive license to grow and sell the plants. This license does not include the right to propagate the plants in any manner.