

## **Terms & Conditions of Sale**

Terms and Conditions of Sale issued January 1, 2021. This list cancels all previous quotations. All policies subject to change without notice.

### **Terms**

All prices are F.O.B. from our nursery. Usual terms are net COD Cash/Credit Card until credit or check acceptance is approved. Usual account terms are 2% 10: Net 30. A delinquent account may affect your ordering status. Accounts are subject to review at any time.

### **Service Charge**

Past due accounts are subject to a service charge of 1.5% per month (18% per year). An additional fee of \$35.00 will be charged for all NSF checks.

### **Prices**

Prices named in this list are based on present market conditions and are subject to change without notice. Due to current market conditions, it may become necessary to add a fuel surcharge to some items and we reserve the right to do so without notice. All transactions to be in U.S. funds.

### **Authorized Purchasing**

Prices offered in our catalog are on a professional and wholesale basis.

### **Orders**

We encourage you to plan ahead for best availability. In order to take care of your dig orders during the peak shipping season of April 1 through May, please notify us a minimum of 10 days in advance of the desired date to minimize delays during this period.

### **Special order Material**

A 50% deposit is required on all special-order material. The balance is due according to the customer's normal account terms.

### **Cancellations**

We understand how needs can change as the season progresses and customers may find it necessary to revise their orders accordingly. We ask that any cancellations be made as soon as you are aware of the need to do so. Cancellations of special-order products are not allowed.

### **Return Policy**

No plant returns will be accepted without prior approval. Returns will not be accepted if items have been planted. Company credit will be issued unless otherwise requested. All Boxwood sales are final and Boxwood are not returnable. Hardgood returns are accepted for normal stock items that are in good saleable condition and in the original packaging, including banding. After October 1<sup>st</sup>, returns will be accepted within 1 week of pick up or delivery and store credit will be issued. No refunds will be given for material returned after October 1<sup>st</sup>.

**Delivery Service**

All shipments travel at the purchaser's risk and expense. We will not assume responsibility for damage caused by independent truckers. Confirmation & weight restriction form must be signed & returned prior to shipment. Necessary permits are the responsibility of the purchaser and must be received by us prior to shipment.

**Claims**

Claims for shortages and damaged stock must be submitted upon receipt. Under no circumstances will Wilson Nurseries, Inc. or Wilson Landscape Supply, Inc. be liable for more than the purchase price of the material. We will not assume responsibility for damage caused by independent truckers. Natural stone varies in color & texture. Wilson Landscape Supply, Inc. is not responsible for variances.

**Guarantee**

We accept all orders subject to crop conditions, and we reserve the right to cancel a portion of the stock, or all thereof, due to injury of our stock from weather conditions, error in count, insect and disease, injury or any other causes beyond our control. It is agreed that the original price shall be the maximum damage the purchaser is entitled to. We will not be responsible for any other expenses, losses or inconvenience which the purchaser may sustain as a result thereof.