

Prerequisite

In order to protect our established customers we ask that:

- (1) You provide evidence that you have an established business location.
- (2) We request that you furnish us with your nursery certificate number and applicable sales tax exemption number prior to time of purchase.

Availability

The varieties and sizes listed are our current product line, in the sizes we expect to have available. You can call, fax, or e-mail our customer service office for current information in advance of placing your order.

Availability is generally on a first come first serve basis. All listed material is subject to prior sale. We reserve the right to make substitutions unless customers specify otherwise.

Claims

We are careful to keep varieties true to name as labeled and we will replace upon proper proof, any stock that may prove otherwise, free of charge or refund the amount paid to us. It is mutually agreed that we shall not be liable for any amount greater than the purchase price.

No claim will be considered unless made within 10 days of the receipt of material. We are not responsible for injury to stock beyond our control, nor do we give any guarantee, expressed or implied, that the stock will live after leaving our nursery.

To ensure consideration of any shortage, damage, or other claims you must:

- (1) Call our customer service office immediately for authorization to return damaged material. Damaged material must be returned for consideration of full credit.
- (2) Claims must be made within 10 days, giving evidence of said claim. Plants become customer property when they leave our premises and we cannot be responsible for loss, damage or delay in transit.

Credit Terms

We prefer cash, check, or credit card upon delivery or pickup. We do not automatically extend credit and require that new orders from new customer be C.O.D. There is a \$25 service charge for all returned checks. We are willing to make credit arrangements upon arrival and approval of a credit application. Please call to request a credit application. Open accounts are due and payable within 30 days from invoice date. Past due accounts are subject to a service charge of 1.5% per month

(18% annum). Also, creditor will be responsible for any costs incurred to collect an account. We reserve the right to cancel credit at any time.

Delivery & Freight

McLamb Nursery prices are F.O.B. our nursery. We use contract carriers for delivery. Freight is due upon delivery of merchandise, payable to the carrier. If you wish to charge freight to your invoice, or have freight included with the price of material, there will be an additional convenience charge. Rates vary depending on amount of material and mileage. Call for current rate quotes.

Ordering

Prices are wholesale, restricted to customers purchasing plants for resale. Prices are subject to change without notice. We encourage customers to plan ahead and submit orders early in the season. Orders placed for Fall will not be confirmed until after September 1st and orders for Spring will not be confirmed until after January 1st.

Booked orders require a 25% deposit, unless prior arrangements are made. Please advise us of changes or cancellations to orders as soon as you are aware of them.

Cancellations made less than 14 days prior to ship date are subject to a 10% cancellation charge. If cancellations are not made in advance and the cancelled material has been dug, our terms are that the order, including cancelled items, will be paid in full.

Any orders not picked up or delivered four months from the order date will be cancelled automatically, with no exceptions. Any deposits placed on the order will be applied to the next order. We reserve the right to cancel any order, any time, for any reason.

Order Scheduling

We generally can meet customer requests for a specific shipping or pickup date if we are given two weeks notice in summer or winter and three weeks notice in spring or fall. Any order needing to be field dug and needed more quickly than our dig schedule permits will be subject to a 25% rush fee and be paid in full upon pickup or delivery.

Out of season diggings are subject to a surcharge of 15% of the total order (\$5 minimum per item), as determined by weather. This is to cover additional handling and watering of material.

Tagging

We provide tags at a cost of \$0.15 per tag. Tags can include your price, company name, cultural information, and your logo. Call our customer service office to inquire on the options on tags.