

# Terms and Conditions of Sale

## **Pricing**

Prices are quoted in U.S. Dollars and are listed for the trade only. Prices do not include freight costs and are subject to change without notice.

## **Terms**

Emerald Desert Nursery offers terms for our commercial accounts of Net 30 days upon approval of credit. We accept Cash, Check and Major Credit Cards. A 3% Credit Card fee will be applied. There is a \$25.00 charge applied to NSF. A Finance Charge of 1.5% per month on the unpaid balance will apply to past due accounts. If an account ages over 60 days with no attempt to pay, further purchases will be on a cash basis. If an account ages over 90 days with no attempt to pay, the account will automatically go to collection &/or a lien filed against the property where the plants were placed.

## **Orders**

Orders are booked subject to crop growing conditions and availability. Any order may be voided at the option of Emerald Desert Nursery should any stock be damaged or destroyed through drought, flood, fire, frost, hail, man-made or Act of God, errors in count or as a result of any other cause beyond the control of Emerald Desert Nursery. Orders will be held for a maximum of 30 days. After 30 days, Emerald Desert Nursery reserves the right to collect 100% payment or the order is returned to inventory.

## **Special Orders**

Special Orders (orders for material not in stock at Emerald Desert Nursery) are subject to a 50% nonrefundable deposit. If any Special Order material has not been picked up or delivered after 30 days of receipt by Emerald Desert Nursery, we reserve the right to collect 100% payment or the order is returned to inventory.

## **Guarantee**

All plant material at Emerald Desert Nursery is sold "WHERE IS, AS IS". Examine the plants you are purchasing carefully to be certain of the acceptability on your part. After the plant material leaves our nursery or is delivered to another nursery or job site, etc., we express or imply no warranty as to the productiveness or life of the nursery stock we sell and will not be in any way responsible for the results secured in transplanting.

## **Shipping**

Prices stated are F.O.B Emerald Desert Nursery, 7499 Rd. L.5 N.W., Quincy, Washington. Customers are responsible for arranging shipping unless other satisfactory arrangements are made. Emerald Desert Nursery offers a delivery service. There is a \$100 minimum order. Please call for delivery prices.

## **Estimates**

Estimates are quotes only and do not guarantee availability. All prices and availability are subject to change without notice. Estimates are for plant costs only and do not include delivery, installation and/or consultation fees.

## **Restocking Fee**

### **Delivery or Pick Up Notice**

Emerald Desert Nursery reserves the right to require a 24 hours notice prior to any material being delivered or picked up. A restocking fee of 20% will be applied if an order has been cancelled/not picked up within 24 hours of requested pickup/delivery date or an item is returned for any reason, except for damage on our part.

By signing below, you agree to and acknowledge receipt of the above terms.

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Signature

Date