

WACD Plant Materials Center Terms and Conditions

- updated July 2018

Orders - The WACD Plant Materials Center is a wholesale nursery and requires a minimum order of \$200.00 and plants must be ordered in complete bundle quantities. All orders, changes or cancellations must be in writing. It is the buyer's responsibility to review the Sales Order. If the WACD Plant Materials Center is unable to furnish the size of plant ordered, we reserve the right to make size substitutions based on availability.

Deposit - A deposit is required to reserve your order. In the event of shortages, orders without a paid deposit may be cancelled or reduced.

Cancellations - All cancellations must be submitted in writing by **January 31st**. A 25% restocking fee applies to cancellations received after January 31st. Brokered stock may not be cancelled. Plugs, special bundles or special sorts may be cancelled until December 1st.

Sales Tax - The WACD Plant Materials Center is required to collect Washington State Sales Tax on all orders unless supplied with a Resale Certificate.

Payment Terms - The WACD Plant Materials Center accepts cash, checks, credit cards, or money orders. Payment is required within 30 days of invoice. A \$25.00 fee will be charged on all returned checks. New customers are required to complete a credit application or have the option to pay in full prior to shipping. A charge of 1.5% per month (annual rate of 18%) will be added to unpaid balances after 90 days. The purchaser agrees to pay any and all collection costs.

Packaging - There will be a packaging/storage fee for any order that is not shipped or picked up in full.

Shipping - The WACD Plant Materials Center uses UPS Ground and Oak Harbor Freight. Shipping rates are based on weight, volume and destination. Exact costs are not known until the order ships and will be invoiced to the customer.

Limits of Liability - The WACD Plant Materials Center guarantees all trees to be true to name and in healthy condition. **Since survivability depends on factors beyond our control, we do not guarantee the plants to live after they have been accepted.** The maximum liability, whether contractual, negligence or otherwise, is limited in amount to the amount paid and at no time, will the WACD Plant Materials Center be responsible for more than the purchase price.

Claims - Once plants are in possession of the carrier, the customer becomes solely responsible for any possible damage, loss or delay while in transit. The WACD Plant Materials Center wants to make sure you receive the plants in good condition. If your box arrives damaged, please accept the order and let the shipping company know about it as soon as possible. Open your box and inspect your plants. Please notify us within 2 days of your receiving your order if there is damage. **Any stock received in unsatisfactory condition must be reported, in writing, within two (2) days.**

Contingencies - The WACD Plant Materials Center reserves the right cancel or delay any order, in whole or in part, due to any circumstances beyond our control, including but not limited to: strikes, labor shortages, fire, frost, flood, drought, disease, casualty, errors in count, spoilage or acts of nature.