

# Terms and Conditions of Sale

## Prices

All prices are FOB Champoeg Nursery, Inc. Prices quoted in our list are on a wholesale basis and in US dollars. We reserve the right to make changes without notice. Quantity discounts are available.

## Minimum Orders

Minimum wholesale order is \$250. Retail sales are by appointment only. For Container orders, if the plant is grown in a plug tray or small pot in a carry tray purchase of the full tray is required. For 1 Gallon (#1) pots there is a minimum of 5 containers per species. For 2 Gallon (#2) and larger containers, there is no minimum. For Bareroot orders, we require purchases in full bundles. Fees for recounting and special bundling will be incurred if partial bundles are needed.

## Terms

A 25% deposit is required to reserve an order, payable when the order is confirmed. There is a 20% restocking fee for orders cancelled or reduced within two weeks of its ship date or if we have received instructions to pull plants for an order. In the event of shortages, orders without a deposit may be canceled or reduced. Unless credit has been established, all orders shall be prepaid, including shipping and handling. Accounts not paid within 30 days of shipment will be charged a 1.5% monthly finance charge. Accounts at least 60 days past due will automatically revert to cash on delivery or cash in advance of delivery.

## Shipping

All plants that are shipped are shipped UPS unless otherwise stipulated. Shipping is done at the buyer's risk and expense, FOB Champoeg Nursery, Inc. Shipping and handling costs are billed to the buyer's invoice. Champoeg Nursery, Inc. is not liable for delays or plant damage once in transit. Claims for damage incurred in transit must be filed with the carrier, not Champoeg Nursery, Inc. Please inquire about delivery and pick-up.

## Guarantee

Champoeg Nursery, Inc. plants are of the finest quality and we guarantee the plants are in excellent condition and are true to name. Advanced, confirmed orders are booked subject to crop conditions, natural disasters or other conditions beyond our control. All claims must be made within five days of receipt. There is no guarantee on the plants after transplanting. Any remedies that are given are limited to the purchase price of the plants.

## Contract Growing

Please inquire about contract growing of any native plant species.

### **Dispute Resolution**

All disputes are to be resolved in the jurisdiction of and a manner determined by Champeog Nursery, Inc.