

SHIPPING PROCEDURES

Please advise all special shipping instructions when placing an order. Product will be shipped after the following steps:

1. Customer information is collected by Freedom Tree Farm including order, requested delivery date, address, and W-9.
2. Sales Order acknowledgment and receipt sent to customers by Freedom Tree Farms.
3. Though Freedom Tree attempts to deliver on the requested delivery date, actual delivery dates may vary. Deliveries will be communicated when organized and will be no less than two weeks before delivery is expected through email.
4. Order selected, tagged, and assembled for shipping.
5. Exact delivery times will be communicated by the Freedom Tree staff or by third party shipping companies.

If a customer refuses to take delivery of their order once it gets shipped, the customer agrees to pay storage, maintenance, and redelivery charges incurred. The order is considered canceled with no refunds, loss of credit privilege, and declined booking of future orders.

Freedom Tree offers a tagging service that allows customers to include retail pricing on their order. Freedom Tree requires that retail prices are sent no less than two weeks before the requested delivery date or the actual delivery date (whichever is sooner). In order to avoid delays on shipments, Freedom Tree reserves the right to send the retail tags via mail separately.

DEPOSITS, PAYMENTS, AND CREDIT TERMS

Orders placed will be held by a 25% deposit after meeting our wholesale minimum of **the lesser of 500-units or \$5,000.** The remaining balance will be paid based on customer specific terms. Credit privileges are 30 days. Accounts beyond 30 days are considered past due.

Finance Charges of 3% per month will be applied against the unpaid balance of the invoice until the balance and all interest charges are paid in full.

Our preferred method of payment is through our payment portal here: [Payment Portal](#)

We also accept checks by mail. Checks should be sent to:

Our mailing address is 1390 Sherrell Rd, Hillsboro, TN 37342.

*Note, a \$35 service charge will be charged on all returned checks and the purchaser agrees to pay all attorney and collections costs related to processing and collecting payment resulting from insufficient funds.

*The purchaser agrees to pay all attorney and collections costs related to processing and collecting payment for a past due account, which will be applied to the balance and determined by Freedom Tree Farms and the current cost of account recovery at that time.

*We are a large order wholesale commercial nursery. Any orders that are canceled or amended within 14 days prior to the scheduled shipping date on the acknowledged sales order will be assessed a 25% restocking fee, loss of credit privilege, and declined booking of future orders.

SUBSTITUTIONS

We are in the live good industry. For factors outside of our control, juvenile trees may die-off between the time an order is placed and the time of shipment. This can cause a shortage in certain cultivars or sizes. In order to fill out the order, customers can opt in or out of substitutions. A substitution is defined as having the same type of product but of different size or cultivar (e.g. a Gala Apple of 5G size and a Fuji Apple of 3G size are substitutes).

Opt-In - the customer agrees that potential shortages can be filled through substitutes. Freedom Tree Farms will substitute based on type. The customer agrees to give Freedom Tree the discretion to make substitutions as they see fit.

Opt-In with Exceptions - the customer is agreeable to substitutes but there are certain items that they would like to avoid. Please opt out of any items you would **not** like to have as a substitute as shown on our order form.

Opt-Out - the customer understands the ability to substitute but does not want to make substitutes. Any shortage due to previously mentioned circumstances will go unfulfilled.

CLAIMS & WARRANTY

Any claim of a shortage or credit must be submitted on time and accompanied by all requested proof to be reviewed and approved by our quality control review team.

Shortage- Orders are counted multiple times during assembly prior to shipping. Our *Shortage Report Form* must accompany any claim of shortage and must be completed within 3 days of receiving shipment to be considered for credit.

Quality- We strive to grow and ship quality stock and each order is inspected before shipping. Our *Quality Exception Form* must accompany any claim of quality issues and must be submitted in writing within 3 days of receiving shipment.

Clear individual pictures showing the quality issue of each single item must also be submitted.

Loss or Failures to Break Dormancy - Neglecting proper care, acclimation, soil and nutrient needs, or failure to select nursery stock suitable for your zone or soil type is not considered for credit of any kind. As nursery stock is a living, time-sensitive, perishable product, absolutely no cash refunds will be given for plant material losses.

All nursery stock is sold subject to the standard non warranty clause. "We give no warranty expressed or implied, as to the description, productiveness or any other matter, of any nursery stock we sell. We shall in no case be liable for any sum greater than the amount originally received for any stock."