

TERMS AND CONDITIONS

SHIPPING

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

1. Customer places order with 25% deposit acknowledging terms and conditions
2. Sales Order acknowledgment and receipt sent to customer.
3. Approximately two weeks prior to shipping, remaining balance is collected and ship date advised.
(Changes to scheduled delivery dates are not permitted as freight charges are negotiated to the lowest current rates based on **combined** shipments.)
4. Order selected, tagged, and assembled for shipping.

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

Due to the high volume of orders and information demands on our office and staff, we cannot accommodate tag printing request or changes after November 1st.

RESTOCKING FEE

We are a large order wholesale commercial nursery. Many orders are booked 1-3 crop seasons in advance. Much planning goes into field production, therefore, the timing of sales and movement of stock is paramount to the flow of inventory during the target sales window for which our living stock is produced. Any orders cancelled 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.

PAYMENTS, DEPOSITS, AND CREDIT TERMS

Orders placed will be held by a 25% deposit after meeting **the lesser of 250-units or \$2500 minimum**.

We accept checks by mail, phone, fax, or email, and also credit cards.
Our mailing address is PO Box 69 Pelham, TN 37366

*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.

*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.

We welcome new business, but we no longer extend credit to new accounts. All credit privileges are for 30 days only. Accounts beyond 30 days are considered past due. 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, LLC and the current cost of account recovery at that time.

CLAIMS & WARRANTY

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 of any kind. Any suspected misinformation will result in revoked credit privileges and declined future orders.

Quality- We strive to grow and ship quality stock and each order is inspected before shipping. Our *Quality Report 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. After approval, the items in question must be cut back to the base and destroyed at the root. Unless otherwise determined by our management and growers, approved issues will receive replacement credit only.

Loss- 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."

Visit us at these trade shows: