



Cedar Point Nursery

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FLORIDA REGION

TERMS AND CONDITIONS OF PLANT PURCHASE FOR THE 2022/2023 SEASON

I PRICING (PER 1,000 PLANTS)

VARIETY	GREEN TOP PRICE	CHOP TOP PRICE	Prepay Discount (Less: \$10.00)	Royalty (Add: \$10.00)	
Sensation	\$230.00	\$220.00	(\$10.00)	\$10.00	
Brilliance	\$230.00	\$220.00	(\$10.00)	\$10.00	
Radiance	\$230.00	\$220.00	(\$10.00)	\$10.00	
FL Beauty	\$230.00	\$220.00	(\$10.00)	\$10.00	
Medallion	\$235.00	\$225.00	(\$10.00)	\$11.00	
Pearl	\$235.00	\$225.00	(\$10.00)	\$11.00	
Fronteras	\$230.00	\$220.00	(\$10.00)	\$9.00	
Portola	\$230.00	\$220.00	(\$10.00)	\$9.00	
Petaluma	\$230.00	\$220.00	(\$10.00)	\$9.00	
Camino Real	\$230.00	\$220.00	(\$10.00)	\$9.00	
Other UC Varieties	\$230.00	\$220.00	(\$10.00)	\$9.00	

II PAYMENT PLANS - CUSTOMER MUST CHOOSE

CREDIT PLAN* (NO PRICE DEDUCTION)			PREPAY PLAN* (DEDUCT \$10/1,000 plants)		
DELIVERABLE	DUE DATE	AMOUNT (Per 1,000 Plants)	DELIVERABLE	DUE DATE	AMOUNT (Per 1,000 Plants)
SIGNED CONFIRMATION **See Note	5/1/22	\$0.00	SIGNED CONFIRMATION **See Note	5/1/22	\$0.00
DEPOSIT #1	5/30/22	\$100.00	DEPOSIT #1	5/30/22	\$100.00
DEPOSIT #2	8/1/22	\$75.00			
BALANCE DUE (INCLUDES ROYALTY)**	12/1/22	Remainder	BALANCE DUE (INCLUDES ROYALTY)**	8/1/22	Remainder

*PRE PAY ORDERS HAVE PRIORITY FOR FULLFILLMENT

**SIGNED ORDER CONFIRMATIONS RECEIVED AFTER 5/1/22 ARE SUBJECT TO 5% PRICE INCREASE

***IF REMAINING BALANCE IS NOT PAID BY 12/1/22, CUSTOMER WILL BE SUBJECT TO FINANCE CHARGES

III TERMS

- * Both PURCHASER and SELLER (Cedar Point Nursery) agree to the terms & conditions outlined in this document and accept them as a binding contractual agreement.
- * A finance charge of 1.5% per month (18% per year) shall apply to accounts not paid in full within the timeframe(s) outlined above.
- * If any suit or action is brought to collect payment or otherwise enforce this agreement, the prevailing party in such suit or action shall be entitled to reasonable attorney fees, costs, and disbursements in both trial and appellate courts.

IV CONDITIONS

- * SELLER (Cedar Point Nursery) guarantees all strawberry plants to be true to variety and in marketable condition at the time of shipment.
- * SELLER gives no warranty, expressed or implied, as to the productivity or survivability of the plants.
- * SELLER gives no warranty, expressed or implied as to the presence or absence of any viral, bacterial or fungal pathogens in the plants.
- * PURCHASER's remedy for SELLER's breach under this agreement shall not exceed the purchase price of plants, exclusive of attorney fees, costs, and disbursements.
- * SELLER shall not, under any, circumstances be held liable for PURCHASER's lost production or income caused by SELLER's breach of this agreement.
- * SELLER shall not, under any, circumstances be held liable for PURCHASER'S cultural costs. In specific, replant labor cost, chemical cost, fertilizer cost or water.
- * SELLER shall, under no circumstances, be responsible for a replant rate of 5% or less of the plants.
- * In no event shall the SELLER be liable to PURCHASER for any failure or delay in the performance of SELLER's obligations hereunder arising out of or caused by, directly or indirectly, forces beyond SELLER's control, including, without limitation, strikes, work stoppages, accidents, extreme or unexpected weather, global pandemics, or any other acts of God; it being understood that the SELLER shall use reasonable efforts which are consistent with accepted practices in the industry to resume performance as soon as practicable under the circumstances.

V CLAIMS

- * PURCHASER must deliver notice of any claim in writing to SELLER within 21 days from the date of shipment. No claim by PURCHASER is valid if notice is delivered more than 21 days from the date of shipment.
- * No claim by PURCHASER can exceed the purchase price of the plants.

VI SIGNATURES

SELLER (CPN):

SIGNATURE: _____

NAME: David Adams CEO

DATE: _____

PURCHASER:

SIGNATURE: _____

NAME: _____

DATE: _____