



## WACD Plant Materials Center Terms and Conditions

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**Minimum Orders:** We are a wholesale nursery with a minimum order of \$500. We require purchases of full bundles as listed on the availability. It is the buyer's responsibility to review the Sales Order.

**Cancellations:** Cancellations or reductions of orders must be submitted in writing. A 25% restocking fee will be applied to all orders cancelled or reduced **after December 1<sup>st</sup>**. Brokered stock may not be cancelled. All special requests require a signed waiver with noted terms and conditions.

**Substitutions:** We do our best to supply the plant size, seed zone, and stock type ordered. We reserve the right to make reasonable size, source, and stock type substitutions based on availability. You will be charged for the size and quantity of plants shipped.

**Pricing and Payment:** Prices are in U.S. funds. Sales tax and shipping are additional costs. A deposit is required to reserve your order, payable when the order is confirmed. In the event of shortages, orders without a deposit may be cancelled or reduced. We accept Visa, Master Card, checks, ACH transfers, or cash. Payment is required within 30 days of invoice. A \$25.00 fee will be charged on all returned checks and a finance charge of 1.5% per month (annual rate of 18%) will be added to unpaid balances after 90 days. Should an external debt collection agency be involved, the purchaser agrees to pay all collection costs.

**Packing and Shipping:** Orders may be picked up at our nursery or shipped via UPS or Oak Harbor Freight (depending upon volume). Nursery stock is shipped at the Buyer's risk and expense. All shipping costs are billed to the buyer. Split shipments or multiple pick-up arrangements are subject to a packaging fee. The WACD Plant Materials Center, is not liable for delays or plant damage once in transit. Any claims for damage incurred in transit must be filed with the carrier. A storage fee may be applied to orders delayed more than a week past the scheduled shipping/pick-up date.

**Limits of Liability:** We do our best to fulfill all orders in a timely manner, but we are not liable for delays or shortages that are out of our reasonable control due to: frost; heat waves, disease, flood, fire, labor shortages, errors in count, transport delays, or other circumstances beyond our control. We guarantee all trees to be true to name and in healthy condition upon leaving the nursery. We cannot guarantee survivability after receipt due to many variables.

**Claims:** Any stock received in unsatisfactory condition must be reported to us in writing within 5 business days for review. Any shortages must be reported in writing within 5 business days of receipt for a credit or replacement to be issued upon review. At no time, will the WACD Plant Materials Center be responsible for more than the purchase price.