

WACD Plant Materials Center

Terms and Conditions

- updated April 2020

Orders

The WACD Plant Materials Center is a wholesale nursery and requires a minimum order of \$300.00 USD. Plants must be ordered in complete bundle quantities, which are listed after the species name on the PMC availability list. All orders, changes or cancellations must be submitted in writing. It is the buyer's responsibility to review the Sales Order. If the WACD Plant Materials Center is unable to furnish the size and/or stock type of plant ordered, we reserve the right to make reasonable size, source and stock type substitutions based on availability.

Deposit

A deposit is required to reserve your order. In the event of shortages, orders without a paid deposit may be cancelled or reduced.

Cancellations

All cancellations must be submitted in writing by **January 31st**. A 25% restocking fee applies to cancellations received after January 31st. Brokered stock may not be cancelled. Plugs, special bundles or special sorts may be cancelled until December 1st.

Sales Tax

The WACD Plant Materials Center is required to collect Washington State Sales Tax on all orders unless supplied with a valid Resale Certificate.

Payment Terms

The WACD Plant Materials Center accepts cash, checks, credit cards, or money orders. Credit card payments are made via a secure emailed link. Payment is required within 30 days of invoice. A \$25.00 fee will be charged on all returned checks. New customers are required to complete a credit application or have the option to pay in full prior to shipping. A charge of 1.5% per month (annual rate of 18%) will be added to unpaid balances after 90 days. The purchaser agrees to pay any and all collection costs.

Packaging

There will be a packaging/storage fee for any order that is not shipped or picked up in full. Split shipments or multiple pick-up arrangements are subject to a packaging fee.

Shipping

The WACD Plant Materials Center utilizes UPS Ground and Oak Harbor Freight. The purchaser agrees to pay for all shipping costs. Shipping rates are based on weight, volume and destination. Exact costs are not known until the order ships, and will be invoiced to the customer.

Limits of Liability

The WACD Plant Materials Center guarantees all trees to be true to name and in healthy condition upon leaving the nursery. **Since survivability depends on factors beyond our control, we do not guarantee the plants to live after they have been accepted.** The maximum liability, whether contractual, negligence or otherwise, is limited in amount to the amount paid by the purchaser; and at no time, will the WACD Plant Materials Center be responsible for more than the purchase price.

Claims

Once plants are in possession of the carrier, the customer becomes solely responsible for any possible damage, loss or delay while in transit. The WACD Plant Materials Center wants to make sure you receive the plants in good condition. If your box arrives damaged, please accept the order and let the shipping company know about it as soon as possible. Open your box and inspect your plants. Please notify us within 2 days of your receiving your order if there is damage. **Any stock received in unsatisfactory condition must be reported, in writing, within two (2) days.**

The WACD Plant Materials Center reserves the right cancel or delay any order, in whole or in part, due to any circumstances beyond our control, including but not limited to: strikes, labor shortages, fire, frost, flood, drought, disease, and casualty, errors in count, spoilage or acts of nature.