

## **Bold Spring Nursery Terms and Conditions**

### **Binding Agreement**

By signing an order, customer acknowledges they have read and agree to the following terms and conditions.

### **Seasonal Shipping**

Our trees are harvested B&B from the field and are subject to seasonal variations in harvesting conditions. Quoted prices are good, only, for the ship date stated on the quote. Summer Digging Adjustments are added to orders shipped between May 1<sup>st</sup> and September 30<sup>th</sup>. Late Season Shipping Adjustments are added to orders shipped after April 15<sup>th</sup>.

### **Ship Dates**

Orders are taken only for delivery in the current fiscal year July 1<sup>st</sup> thru June 30<sup>th</sup>. Commitment to a specific delivery date allows for proper crop allocation, space management, and an effective harvesting process. Orders not taken by their stated ship date are subject to maintenance price adjustments, seasonal price adjustments, or cancellation. Crop availability and delivery dates may be modified due to production variances and the growing season's unpredictability.

### **Truck Cancellation Fees**

Shipments cancelled by customer within 48 hours of loading date will be subject to fees.

### **Prices**

For current pricing and availability, please contact us at (478) 783-4975. Pricing is seasonal and subject to maintenance adjustments.

### **Payment Terms**

Our normal sales terms are prepayment, unless prior arrangements have been made with our accounting department to obtain credit terms. All first time orders must be prepaid. Prepayment may be made via credit card or regular check mailed to our mailbox and cleared prior to shipment.

### **Credit Terms**

Established firms may apply for credit by filling out a confidential credit application, including Nursery Trade references. Our credit terms are Net 30 from invoice date. Payment on all credit accounts may be made by company check through our accounting office. **Delinquent Accounts:** All accounts remaining unpaid beyond 30 days will be assessed a late charge of 1.5 % per month on all past due balances until paid. Bold Spring Nursery may, at its discretion, revoke credit and/or cancel any open order on past due accounts. Bold Spring Nursery retains a security interest in all the trees until fully paid for. A \$30.00 charge will be assessed for all returned checks. Customer is responsible for all collection fees incurred by Bold Spring Nursery on past due accounts. Collection fees will be added to the principal amount due.

### **Product Specifications**

Bold Spring Nursery selects the trees that meet the specifications as described in our Availability Listing. Special specification requirements, or other selection criteria, can often be accommodated, subject to availability.

### **Claims Procedure**

Orders are harvested with utmost care and processed to meet your expectations. However, if there is a claim concerning errors in variety, species, quantities or damages; please notify your sales representative or our shipping department within 24 hours. Our responsibility ceases when trees are accepted in good condition upon delivery.

### **Guarantee**

We guarantee our stock to be true to description or variety name under which it was sold. Liability in all instances is limited to the purchase price. Bold Spring Nursery gives no warranty, expressed or implied as to the productivity of the nursery stock sold, its longevity or fitness for a particular purpose.