

# TERMS & CONDITIONS

TERMS & CONDITIONS (18 January 2016)

## Conditions of Sale

Orders must be accompanied by a 20% deposit with balance due prior to shipping. If tree farm stock has been dug and basketed, cancellation of the order will result in forfeiture of deposit. We reserve the right to cancel or change orders due to lack of inventory on hand or crop loss due to extreme weather, such as hail and frost, or due to floods, fire, pests, and acts of God.

## Pricing

Estimates and quotes are valid for 30 days and may be subject to re-quoting after that date. Listed prices are subject to change without notice. All prices are in Canadian funds before taxes.

## Terms of Payment

New customers must pay by cash or certified cheque prior to shipping. For established customers, granted Credit Accounts, the terms are Net 30 days from shipping date. Interest charges of 24% per annum on overdue accounts and no further credit is extended until payment is received.

## Shipping & Delivery Terms

Prices are FOB West Haven Nursery and all freight charges are the responsibility of the customer, unless otherwise agreed upon. All shipments travel at the purchaser's risk and expense. The responsibility to West Haven Nursery ceases upon delivery of the nursery stock, in good condition, to the carrier. All claims for damage during shipping should be filed with the carrier not with West Haven Nursery.

## Holding Policy

West Haven Nursery will hold prepaid trees for 30 days at no charge followed by a daily prorated charge of \$15/month per tree after that period.

## Guarantee

West Haven Nursery guarantees nursery stock to be true to name and in good condition when it leaves the nursery. Claims must be made within 48 hours of the customer taking possession. The customer must submit a written record along with suitable pictures clearly indicating the claimed damages. If the claim is proven valid we will, at our option, replace the stock or refund the original purchase price. West Haven Nursery provides no other warranty, expressed or implied, and will not be held liable for any costs or damages beyond the purchase price. Equipment, labour and other costs related to replacement of stock is not covered by this. Further, we provide no guarantee of any manner, expressed or implied, for survivorship or vigour of nursery stock once it leaves the nursery since we have no control over the care provided. No warranty will be provided to customers with delinquent accounts or outstanding amounts unless authorized in writing by West Haven Nursery.