

TERMS OF SALE

PRICES

Our prices are based on current costs and market conditions, are subject to change without notice, and are listed for the nursery trade in the United States and Canada only. The prices listed are F.O.B. our nursery at North Adams, Michigan. Prices include machine balling and burlapping in wire baskets unless noted otherwise. All quotations are subject to prior sale.

ORDERS

There is a minimum order of 25 trees. A deposit may be required. All verbal orders must be confirmed in writing. A confirmation of your order will be sent to you for your authorization. Upon return of your signed order, the material you wish to purchase will be dug. Previous seasons accounts must be paid in full before orders for future delivery can be booked.

SHIPPING SEASON

Shipping seasons: April 1 to May 1; October 1 to November 1 annually.

CHANGES AND CANCELLATIONS

Changes in orders must be made in writing no less than 30 days before shipping season begins (March 1 or September 1).

SHIPPING

Prices for trees are FOB our farm, and therefore our prices do not include freight. Purchaser is responsible to pay freight upon delivery. All shipments travel at the risk and cost of the purchaser. Our responsibility ceases on delivery to carrier. You may also pick up your stock at our nursery if you provide us with adequate notice. This avoids delays to you.

GUARANTEE

Elmiger Ornamentals, LLC warrants that stock purchased is in good and healthy condition consistent with industry standards at time of sale and point of shipment from our farm. Elmiger Ornamentals, LLC accepts no responsibility after plant material leaves the nursery, or for the guarantee our customers give their customers. Elmiger Ornamentals, LLC makes no warranty, expressed or implied, nor makes any representation as to the following:

- Productiveness or growth of any nursery stock
- Results realized in the transplanting of any nursery stock
- Plant suitability to specific planting sites or locations
- Resale or marketability of any plant material

Elmiger Ornamentals, LLC makes no other warranty, expressed or implied, including any warranty or marketability or fitness for any particular purpose with respect to the stock and all other warranties are hereby expressly excluded. The original purchaser's sole remedy in the event the stock is purchased is not of the specific variety is expressly limited to replacement of the stock with conforming stock or refund of the purchase price of the stock. Elmiger Ornamentals, LLC shall have no other liability, direct or indirect, of any kind for the stock, including liability for special, incidental, or consequential damages.

CLAIMS

Consideration for errors, shortages, rejections are to be made in writing within 5 days. Claims made regarding damage in transit must be made directly to the carrier. At no time will we be responsible for any sum greater than the purchase price of the stock.

TERMS

Cash, unless credit is previously approved. New accounts must complete a credit application and furnish three trade references and bank information. All applications for credit will be promptly considered. Please allow 30 days to process. Established accounts are due 30 days from the date of shipment. All orders are accepted subject to availability of product at time of shipment. Overdue accounts will be charged interest at the rate of 2% monthly (annual percentage rate of 24%) on the unpaid balance. Accounts not meeting established terms will be put on a COD basis.

DISCLAIMER

All orders are subject to crop conditions and on condition that the order is void shall injury befall our stock from hail, frost, inventory error or other cause beyond our control.