

WACD Plant Materials Center Terms and Conditions

Ordering Terms: All Sales Orders will be put in writing by the WACD Plant Materials Center. It is the Buyer's responsibility to verify the Sales Order. All changes or cancellations must be put in writing.

Deposit: A twenty five percent (25%) deposit is required to reserve your order, payable when order is confirmed. Deposit invoices must be paid no later than the 1st of December. In the event of shortages, orders without a deposit may be canceled or reduced.

Cancellations: All cancellations must be made to the WACD Plant Materials Center by **February 1st**. Any cancellation past that date may result in a cancellation of the balance of the Buyer's order and/or forfeiture of the Buyer's deposit. If no deposit was paid, a 25% restocking fee will be billed. **Brokered stock, special bundling, and plug may not be cancelled.** Fax, mail or email will be the only acceptable method of cancellation.

Pricing: Pricing is based on stock on hand. Prices are FOB from the WACD Plant Materials Center in Bow, WA.

Packing/Shipment: The cost of pre-packaging small orders and shipping is in addition to the price of the stock and will be added to the Buyer's balance upon shipping. Shipping is at the risk of the Buyer and the WACD Plant Materials Center responsibility for all stock ceases upon delivery to the carrier. If stock is damaged in transit, the Buyer must make all claims to the freight carrier, not to the WACD Plant Materials Center. All other orders may be picked up by calling the nursery a few days before you wish to pick up.

Sales Tax: Any taxes arising from the purchase, use or resale of the goods, such as sales tax, or any other local tax, are the responsibility of the Buyer. **The Buyer must provide the PMC with a resale certificate if you are tax exempt.**

Payments: All balances must be paid in full within thirty (30) days of the shipping date. Invoices are sent within ten (10) business days of shipping and include shipping costs. A late charge may be applied on outstanding balances.

Guarantee: The WACD Plant Materials Center guarantees all trees to be true to name and in healthy condition up to delivery to the freight carrier or upon pick-up by buyer. Condition, growth, and production after delivery to the freight carrier is the responsibility of the Buyer.

Contingencies: We reserve 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, and disease, and casualty, errors in count, spoilage or acts of nature. We make every effort to provide you the sizes you order. If we are unable to furnish the size of plant material ordered, we reserve the right, without notice, to substitute the closest available size at the current corresponding price, unless "NO SUBSTITUTIONS" are noted on the order form.

Claims: We take great care to provide quality, healthy nursery stock. However, we can give no guarantee, expressed or implied, as to productiveness or life span. Any stock received in unsatisfactory condition must be reported, in writing, within ten (10) days. Plant claims will be reviewed by the PMC Administrative Board and credit issued where justified; at no time will we be responsible for more than the purchase price.