

● TERMS & CONDITIONS ●

GRADE STANDARDS: Are those adopted by the American Association of Nurserymen.

PRICES: Herein are F.O.B our nursery and are for the trade only and cancel all previous prices offered by us. They are based on present conditions and are subject to change without notice. Prices on invoices will revert to current catalog prices when payment is not received within 30 days of shipment and all discounts will be waived by purchaser.

INSPECTION CERTIFICATES: Will be furnished with each shipment.

SHIPMENT: We ship by auto freight unless otherwise specified.

PACKING CHARGES: Charges for boxes or bales, in addition to price quote, invoiced at cost, except packed in bulk carlot without charge.

CLAIMS: MUST BE MADE IN WRITING WITHIN FIVE (5) DAYS OF RECEIPT OF SHIPMENT AND ALL UNSATISFACTORY OR REJECTED GOODS HELD FOR OUR ADVISE OR DISPOSAL. WE SHALL IN NO CASE BE LIABLE FOR ANY SUM GREATER THAN THE AMOUNT ORIGINALLY RECEIVED FOR THE STOCK. **WE ARE NOT LIABLE FOR FREIGHT DAMAGE.**

ORDERS: Are booked subject to crop growing conditions or errors in count and with the understanding that same shall be void should injury befall the stock from fire, frost, hail, flood, drought, or other causes beyond our control. We reserve the right to substitute one size smaller or one size larger at the corresponding price if necessary unless otherwise stated.

DISCLAIMER OF WARRANTY: Wm. Dillard Wholesale Nursery gives no warranty, express or implied, as to description, quality, merchantability, fitness for any particular purpose productiveness, or any other matter or any goods, which the seller shall supply. The seller shall be in no way responsible for judgment to select or furnish nursery stock suitable for any particular purpose. The buyer also acknowledges that there are no warranties which extend beyond the description on the face hereof.

LIENS: Wm. Dillard Wholesale Nursery reserves all lien rights and security interest in connection with the goods provided against the property in which they were delivered until final payment is received.

PAYMENTS: Payment of the account shall be within (30) days of date of invoice. Payment on account shall only be allowed when proper credit has been established and accepted by Wm. Dillard Wholesale Nursery. The terms and conditions of payment on account are as follows: net payment in full of the entire balance of the account 30 days from date of invoice. All balances not paid in full by this time will be delinquent and subject to a late charge. Any late charge will be computed at a periodic rate of 1½% per month (Annual Percentage Rate 18%) upon the entire unpaid balance of the purchase price after deducting the current payment and will commence 30 days from date of invoice. The late charge will be added to each subsequent monthly statement. Payments or credits made before the fifteenth of the month will be subtracted before computing the late charge and thereby reduce the late charge. The full unpaid balance may be paid at any time. All balances not paid in full within 30 days from invoice date are considered delinquent and the imposition of a late charge does not waive Wm. Dillard Wholesale Nursery's right to proceed to collect the delinquent balance. There will be a \$25 service charge on all returned checks. Purchaser agrees to pay all expenses, including reasonable attorney's fees to include attorney's fees on appeal incurred in collection, by suit or otherwise, and by any amount payable under this contract. Purchaser agrees that suit or action may be brought in Clackamas County, Oregon.

HARDINESS ZONES

ZONE 2 -50° to -40° F
ZONE 3 -40° to -30° F
ZONE 4 -30° to -20° F
ZONE 5 -20° to -10° F

ZONE 6 10° to 0° F
ZONE 7 0° to 10° F
ZONE 8 10° to 20° F
ZONE 9 20° to 30° F

