

# **Wholesale Terms & Conditions**

## **Wholesale Discount:**

The wholesale program is available to landscape installation contractors including (but not limited to) landscapers & design firms, municipalities and other nurseries. Frisella Nursery reserves the right to determine qualification. Those businesses interested in becoming a wholesale client may register on the Frisella website. Upon approval you will have access to our discounted pricing. Prices are subject to change without notice. Job names and/or PO numbers are required for each purchase.

### Payment:

We accept Cash, Visa, Discover, MasterCard and company checks with proper identification. A \$30 fee will be charged for any returned check. Orders tagged in the field by customers must be secured by a 100% pre-payment unless credit terms have been established. Should you wish to establish credit with us, please contact our office for a credit application. Process times depend upon response time of references on the application.

### **Orders:**

Customers will be notified when an order is dug and ready to be picked up or shipped. All in-stock orders canceled <u>less than 48 hours</u> <u>prior to loading</u> will be charged a re-stocking fee of 20%. We will hold plant material on a sales order for up to 60 days. An automatic 5% maintenance fee will be added per month beyond 60 days. We reserve the right to cancel orders because of injury to the trees due to weather and other natural causes beyond our control.

Orders requiring plant material not immediately available will be subject to completion/signature of our Wholesale Special Order Agreement (available upon request), and shall also require a 30% non-refundable deposit prior to special ordering of the material.

## Pickup & Delivery:

When picking up plant material, customers must supply their own tarps. Local delivery is available for an additional fee based upon quantity, equipment required and mileage. Out of area freight shipments will need to be arranged with our Operations Department. Freight quotes are based upon carrier's current rates and shall be payable upon receipt to the carrier unless other arrangements have been made in advance. Prices are subject to change without notice. Customers are responsible for the unloading of the plant material upon arrival. Two hours are allotted for the unloading and if the 2-hour time limit is exceeded, the customer shall be charged at a rate of \$50/hour or partial hour thereof.

#### Warranty:

Wholesale priced plant material may not be exchanged or returned and has NO warranty. Acceptance of plant material is acknowledgment that it is in good condition at the time of delivery/pickup. Frisella Nursery does not provide installation on plant material purchased at the wholesale rate. There is no cash back.

Regarding freight deliveries, we exercise great care when loading and therefore our responsibility ceases when the carrier takes ownership. We are not responsible for delays and damage incurred during shipment. Delivery claims regarding incorrect count or breakage will receive consideration only when made in writing on the bill of lading or customer invoice and signed by both the customer and carrier at the time of delivery. Photographs of the damaged stock will be provided for the seller's consideration immediately. Damaged items are to be returned to the nursery. If the carrier is unable to do this due to route restrictions, arrangements must be made between the purchaser and seller.

Company:	Tax ID Number:
Name and Title:	
Signature:	Date:

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