

**RICHEY NURSERY COMPANY LLC
TERMS & CONDITIONS OF SALE**

CUSTOMERS

We sell to the trade only.

MINIMUM ORDER

Our minimum order is one hundred eighty plants regardless of size. They must be ordered in full tray quantities. We do not send samples; however, we will text or email pictures of the crop we are currently picking from.

PRICES

All prices are f.o.b. Fruitport Township, Muskegon County Michigan. All orders are booked subject to prices at the time of shipment unless ordered at least one year before shipping, in which case the price at the time of order acknowledgement will not change. Listed prices do not include royalties for patented or trademarked plants unless otherwise stated. Some brands require that a trademarked picture tag be purchased for each plant. Royalties and tags will be listed as separate lines on the invoice. All prices are subject to change without notice.

PAYMENT TERMS

Orders are accepted on a cash-in-advance basis only, unless a written confidential credit application has been submitted to and approved by the Richey Nursery Company. Once credit terms are established, normal terms are NET 30 from invoice date. A service charge of 1.5% per month, 18% per year may be applied to the account after 30 days from invoice date. Payment on account is applied to accrued interest first. Credit card payments made after plants have been shipped will be charged a 4% fee. Accounts more than 90 days in arrears, including service charges, will be converted to cash-in-advance.

FIRST TIME BUYERS & ALL CASH-IN-ADVANCE BUYERS

Orders are acknowledged / invoiced when we receive them. Typically, we don't require a deposit on advance orders, however, orders will be invoiced about one month in advance and payment is expected 10 days before shipment. Accepted forms of payment include currency (for pick up customers), business check, Mastercard, VISA, Discover, and AMEX (all in U.S. funds). If credit cards are used for payment before shipping there is no fee applied. All first time orders are cash-in-advance.

PACKING/SHIPPING CHARGES

Packing/shipping charges are not included in the plant price, and are added at cost at the time of invoicing.

LIMITED WARRANTY

We warranty our plants to be true to name. All plant material is inspected by the Michigan Department of Agriculture and certified to be apparently free of dangerous insects and dangerously contagious plant diseases. We warranty our plants to be in good living condition at the time of shipment. All other warranties are specifically excluded, including, but not limited to the warranty of merchantability or fitness for intended use and any warranty regarding future growth. Our warranty is limited to the ten day period immediately after delivery to the carrier. All liability for incidental and consequential damages is excluded from this limited warranty. (The following remedy applies and is your exclusive remedy:) Limited warranty claims will be resolved by the replacement of defective plants only. All orders are accepted, and shipments made are subject to crop conditions and could be canceled, pro-rated, or changed based on availability at the time of shipment.

CLAIMS

Plant claims that are covered by our limited warranty must be submitted in writing within ten days of shipment. All honored claims will be resolved by the replacement of defective plant material only. Replacement plant material will be provided as soon as inventory availability permits and shipped at cost. No variations on the above policy will be accepted. In the case of shipping damage, contact RNC immediately, while carrier is still onsite for advice on how to remedy the damage. Plants become your property at the time of delivery to the carrier. If you exercise your option to deal directly with the carrier on plants damaged in shipment, any and all monies owed RNC are due according to the terms of your approved credit agreement with The Richey Nursery Company.

CHOICE OF LAW FORUM

The buyer agrees that any dispute concerning a transaction with Richey Nursery Company LLC will be governed by Michigan law. Any action pertaining to such transaction shall be venued in Muskegon County, Michigan.

10/07/2020