



629 Commercial Street (Route1)
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Wholesale terms and conditions of sale – 2019 season

Wholesale business hours

April 1 to October 20
7:00am to 5:00pm – Weekdays
8:30am to 5:00pm – Saturday and Sunday

October 20 to close of season
8:30am to 5:00pm

Eligibility for wholesale purchasing

Plants Unlimited will only sell to the trade at wholesale prices. Those qualifying for wholesale discounts include businesses selling, growing or installing nursery stock, property management companies, local, state, county and federal agencies.

To receive wholesale discount prices, all companies must provide us with a signed updated copy of our business information form (a copy is attached to this policy). It is the customer's responsibility to keep us informed of all changes to business information.

Customers who are tax exempt must supply us with a copy of the tax exemption certificate.

Terms

For established in-house charge accounts, normal terms are net 30 days from day of purchase unless otherwise specified. We issue a statement of account on the 1st of each month.

Interest is assessed on the 1st of every month for all accounts over 30 days past due and is applied to the account as a service charge. The current rate is 1.5% per month (18% annually).

Any account in arrears by 60 days or more will be considered in default, at which point:

- The purchaser agrees to pay all costs of collection including reasonable attorney fees.
- No further purchases can be charged against an account in default.
- Wholesale discounts will be suspended until the account is paid in full.

Customers with accounts in default may of course make retail purchases by cash, check or credit card at any time.

A \$25.00 fee will be charged by us for any returned check.

Conditions of sale

Prices are subject to change without notice. Clients can secure prices with a price quote from us. Quotes are good for 30 days from the quote date.

Invoices

Copies of invoices can be emailed at the time of purchase to assist customers' bookkeeping.

Guarantee

All plants are guaranteed to be healthy and true to name at purchase. Due to conditions beyond our control, we make no warranty of any kind, expressed or implied. A one-year guarantee (for those plants that we do guarantee) is available to all customers by paying the full retail price.

After material has been accepted in good condition, we cannot be responsible for improper handling, lack of water, improper planting or exceptional weather.

Tagging plants

Unless special arrangements are made, and for everyone's protection, the clients of wholesale customers will not be allowed to tag and purchase plants using a wholesale discount unless accompanied by a representative of the company authorized as a signatory to the company's account (or notified to us in advance for cash only customers).

We do not tag plants to "hold" them for purchase at a later time.

Leaving purchases with us

Due to the increasing number of requests for us to hold purchased material for future jobs, we have revised our holding policy. We have always tried to meet the needs of our customers by holding material where we can, but this change is necessary due to the increased costs associated with watering and caring for such orders, and the limits on the space we have to do so.

Our new policy on holding plants is:

- Unless special arrangements are agreed upon, we will hold PURCHASED plant material for up to 30 days.
- After 30 days, a 5% maintenance fee may be charged for each month the plants are left with us.
- Any plants not collected will be assess a 15% restocking fee.

Special orders and larger orders

We encourage customers to phone, fax or email specific requests to us for a quote. This allows us to check prices and ensure availability.

A non-refundable deposit of 50% of our quote must be received prior to any order being placed.

Once the material arrives at Plants Unlimited, it must be picked up (or delivered by us) within 14 days. After 14 days, without prior arrangements, any specially-ordered material will be put into inventory for sale and the deposit will be forfeit.

Collecting order, shipping and delivery

Collecting orders

Customers MUST report to the wholesale office PRIOR to loading orders. We will not entertain any claims or returns whatsoever for customers who fail to do so.

Customers will be required to sign a copy of the purchase invoice indicating acceptance of the variety, number and condition of the plants collected. Once orders have left Plants Unlimited our no returns policy applies.

We are **NOT** responsible for covering plants in burlap. The customer is responsible for providing any tarps as needed, and our loading staff will help cover the loads. We do not lend our shipping tarps, however new tarps may be purchased from us.

We reserve the right to refuse to load material into inappropriate or unsafe vehicles, trailers, etc at our discretion.

Shipping

Drop shipping is available on independent trucks and the same policies apply. Plants Unlimited will arrange the freight payment with the customer prior to shipping. Drivers are not responsible for checking material delivered.

Delivery by Plants Unlimited

All materials must be assessed at the time of delivery by the customer or her/his representative qualified to do so. Customers/representatives will be required to sign a copy of the purchase invoice indicating acceptance of the variety, number and condition of the plants collected.

We offer curbside delivery only. The customer is responsible for providing adequate equipment and labor to unload when we deliver. If this does not happen and our drivers are either delayed or physically stressed, we will upcharge the delivery 20%.

Returns

We discourage returns unless items are defective.

Under special circumstances and by agreement, some items may be accepted for return. In such cases 15% restocking fee may be charged.

NO plant material will be accepted for return under any conditions 48 hours or more after sale.

Claims

Please check all orders at time of delivery or collection.

No claims for damaged material or shortages will be considered unless documented on the purchase invoice and written claim is received by Plants Unlimited within 2 calendar days of receiving shipment/collection.

No claims will be considered on past due accounts or by anyone except the original purchaser.

In no instance will our liability be more than the invoiced price of the plants.

Plants Unlimited wholesale account business information update 2019
Please **PRINT** clearly

Company name _____

Company address including zip code: _____

Company telephone number/s (including cell phones):

1. _____ 2. _____

Business email _____

Is this company tax exempt? Yes/No
If yes you MUST provide us with a copy of the current tax exemption certificate, please.

Person responsible for accounts payable, if different from above:

Name _____ Telephone _____

Email _____

Names of *all* people authorized to charge to this account (including owners):

1. _____ 4. _____

2. _____ 5. _____

3. _____ 6. _____

People not listed here will not be permitted to charge to this account.

Please return this signed form indicating you accept our terms and conditions to continue to enjoy our wholesale discount.

Authorized signature _____

Printed name _____

Date _____