



Keeline Wilcox

NURSERIES

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TERMS AND CONDITIONS

SPECIFICATIONS

- Plants are listed at their minimum height.
- The height is measured to the arc of the uppermost frond.
- A palm with caliper over 2 1/2" is considered a Specimen.
- Specimens are individually priced. Specimens are in 17", 20" containers, and 24" and 36" boxes.

ORDERING

- Minimum order is \$1000 (net). If you pick up your order at the nursery, there is no minimum.
- Keeline Wilcox must receive all orders no later than noon the day before shipment or will-call. Any order accepted after that time will be subject to a 10% surcharge.
- A specific shipping or will-call date must be scheduled at the time the order is placed.
- No plants will be tagged for bidding purposes.
- An order for plants tagged and held at the request of the customer beyond 30 days will be subject to a 50% non-refundable deposit.
- If deposits or prepayments are not received as requested, material will be returned to stock.
- A 10% restocking fee will be charged for any canceled order if cancellation is not received by Keeline Wilcox 48 hours before shipment.

SHIPPING

- For orders delivered by Keeline Wilcox, the normal delivery area is north to Santa Barbara and south to Orange County. At times, there may be a fuel surcharge. Any deliveries outside this area are subject to a delivery charge.
- A special handling or delivery fee is charged for deliveries to private residences or installation sites. The amount of this charge is determined by review of the delivery site and the specific plant material ordered. The minimum delivery charge is \$250.
- Drivers are instructed to deliver only to sites where they can safely drive and maneuver the truck. Please inform your sales representative if there are potential difficulties.
- The minimum delivery charge is equal to the rate for 3 lineal feet. The delivery rate is based on mileage.
- In the event of a delay in the scheduled shipping or will-call date, Keeline Wilcox must be notified at least 7 days before the original date. At that time, a deposit or full prepayment may be requested.
- In the event of a delay, Keeline Wilcox will not be responsible for the original specification. Any material that grows into the next higher priced category will be billed at the higher rate.
- For customers who pick up, plan to arrive at the nursery no later than 3 pm. A charge of \$125/hour will be assessed for any loading after 4 pm.

CREDIT

- For customers with established credit, all accounts are due within 30 days from the date of invoice.
- Freight charges, when billed separately, are due within 10 days from date of invoice.
- Past due accounts are subject to a 1.5% per month service charge (18% annual rate). Accounts with balances over 60 days will be converted to COD status. Accounts over 90 days will be referred to a collection agency. Volume discounts are valid only if accounts are paid according to terms.
- For customers without established credit, a cashier's check, money order, bank wire transfer or credit card transaction must be approved or received before shipment.
- A credit limit is assigned based on an account's payment history. If the credit limit is exceeded at any time, the customer will be required to bring their account within the limit and to provide payment for any current order.
- There is a \$30 service charge on NSF checks.

CLAIMS

1. Claims for materials shipped on Keeline Wilcox trucks:
 - Your acceptance of nursery stock terminates our liability. By signing the delivery receipt, you acknowledge that the shipment was received in good condition unless otherwise indicated.
 - If stock is not accepted at the time of delivery and is returned on the same truck to Keeline Wilcox, you must contact your salesperson within the same business day. In order for credit to be confirmed, a written statement, accompanied by photos, must be received within 7 days from receipt and return of shipment.
 - If it is determined that a return is not justified, a restocking fee of 25% of the invoiced amount will be charged.
2. Claims for materials shipped on other carriers:
 - Shipments become the property of the purchaser when the carrier accepts and signs the Bill of Lading. Accuracy of the plant count is the responsibility of the carrier. Items missing from the shipment that are included on the Bill of Lading are the responsibility of the carrier. Claims relative to missing plants or damaged plants must be reported to the carrier's office at the time of delivery, before releasing the driver.
3. All Claims
 - A quality or specification claim must be made to your salesperson within 3 business days of receipt of shipment and Keeline Wilcox must receive a written statement, accompanied by photos, within 7 days from receipt of shipment.
 - If it is determined that the quality or specification claim is not justified, a restocking fee of 25% of the invoiced amount will be charged.
 - Any foliage being held for return to, and/or credit from, Keeline Wilcox must be held in an area which will adequately accommodate the height and be maintained by the customer in an appropriate manner. Full credit will not be issued if plant material is damaged.
 - Keeline Wilcox is not responsible for plant deterioration subsequent to repotting.

WARRANTY

Keeline Wilcox warranties to the extent of the purchase price that nursery stock is sold as represented on our price list and as described within recognized trade tolerances. There is no other warranty given, expressed or implied. Keeline Wilcox will in no way be liable for more than the invoice value at the time of purchase.

JUNE 2008