



## Terms & Conditions

### ***Dollar Volume Discount***

Volume From	Volume To	Discount
3,000	5,000	2%
5,000	8,500	3%
8,500	15,000	5%
15,000	20,000	7%
20,000	30,000	9%
30,000	50,000	14%

Dollar volume discount does not include gallon containers. The applicable discount will be deducted from the invoice total. All invoices are due in 30 days.

***Our minimum order is \$500.00.***

All bareroot orders that require root washing as required by their state will be charged an additional 12%. We regret we cannot absorb this expense as a service any longer.

Any prices listed cancel all previous prices listed. They are based on current market conditions and are subject to change without notice. Prices are F.O.B. Decherd, Tennessee.

***Specially selected and tagged*** plants will be individually priced as mutually agreed. This usually amounts to 20% additional.

***A 25% deposit is required to hold your specially selected and tagged trees.***

To dig out of season orders (May - September), add 25% extra to cover special handling such as wilt proofing or watering.

### ***Terms***

To those with established credit or with satisfactory reference, we are glad to offer our volume discount (see above).

Past due accounts over 30 days are subject to a service charge of 1.5% per month (18% per year), plus costs of collection, if any.

***Our minimum order is \$500.00.*** Ever increasing costs make this necessary.

## ***Cancellations***

All cancellations or changes must be submitted in writing by January 31 2008.

## ***Delivery***

We strongly recommend our customers to send their own trucks, or hire local trucks to pick up their orders. Be sure to supply a covering to protect plants, so they will not damage in transit. If unable to pick up your order, we will make our best effort, as your representative, to arrange for delivery at reasonable costs.

***All transportation charges to be paid upon delivery.***

If necessary for us to supply covering material, it will be charged at cost.

## ***Claims***

***Claims of any nature must be made in writing within 10 days of receipt of material.***

Any material short, broken, or damaged in transit must be noted on receiving ticket. It must be signed and returned to us.

## ***Grading***

All plants will be ***graded by the American Standard for Nursery Stock published by the American Nursery and Landscape Association.*** Orders are individually selected and dug. Minimum sizes are listed in every instance as prescribed by ANLA standards.

## ***Guarantee and Limitations on Liability***

Plants travel at purchaser's risk and expense. All sales are made with the understanding that we shall not be liable for shortage in event of crop loss or damage from causes over which we have no control. We promise to ship true to name healthy stock bearing a state nursery certificate.

We cannot guarantee plants to grow because we have no control over the plants after they leave us. If any plants reach you that are not in good viable condition we expect to be notified within the 10-day claim period. All nursery stock is sold subject to the standard non-warranty clause. 'We give no warranty, expressed or implied, as to the description, productiveness or any other matter, of any nursery stock we sell. We shall in no case be liable for any sum greater than the amount originally received for any stock.'

## **Abbreviations**

Branched  
BR - Bareroot  
WB - Wire Basket  
B&B - Balled and Burlap  
Gallon  
' - Feet  
" - Inches

## **Plant Patent Notice**

The following provisions apply to all patented plants and nursery stock sold by us. Each plant carrying a patent number is a patented variety under the laws of the United States and any vegetative reproduction of these plants, or distribution by sale, gift, or otherwise of scions, buds, cuttings for ***such reproductions without license from the patent owners constitute a violation of the U.S. plant patent laws.*** Such reproductions include nursery grown plants or distribution or reproducing propagating material or any variety, prohibited by the U.S. plant patent under this name, or any other name or names, will subject the reproducer, seller or distributor thereof to prosecution for infringement under the United States patent laws.

Commercial Nursery Co., Inc  
3654 Knights Church Road  
Decherd  
Tennessee  
TN37324

Tel: 931.967.5525  
Fax: 931.967.4650