

TERMS & CONDITIONS OF SALE

CUSTOMERS

We sell to the wholesale trade only.

MINIMUM ORDER

Our minimum order is one tray of a cultivar, and a total order of not less than two trays per shipment. Because our minimum is so small, we do not send samples.

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. Proven Winners plants require that a trademarked picture tag and PW logo pot be purchased for each plant. Royalties, tags, and pots 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 will be applied to the account after 30 days from invoice date. Payment on account is applied to accrued interest first. Credit cards are not accepted as payment after plants have been shipped. Accounts more than 60 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. A 25% deposit is due 30 days from the booking date and the balance is due 14 days before the invoice date. **Any orders not taken as agreed may forfeit the deposit made on them.** Accepted forms of payment include currency (for pick up customers), business check, Mastercard or VISA (all in U.S. funds). 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.

CASH-IN-ADVANCE DISCOUNT / SMALL ORDER FEE

The schedule is as follows:

Orders totaling \$500-\$1999.99 Net

Orders totaling \$2000-\$4999.99 4% Discount

Orders totaling \$5000-\$9999.99 6% Discount

Orders totaling \$10,000-up 8% Discount

These discounts only apply if payment is received before shipping or at the time of picking up at the nursery, regardless of the terms you have with us. The order totals that determine the discount level is limited to plant prices. Royalties, shipping, boxes, etc. do not add into the order total for figuring the discount level. Your discount amount will be stated on both your acknowledgement and your invoice. If you pay before shipping, you may deduct that amount. If you have and take NET 30 terms then this discount is not available to you. This discount is per order, not per year and cannot be combined with any other discounted price or program, including the Pre-Propagation Program. Backorders will be linked with the original order and can receive this discount if paid for before the original order is shipped.

4/1/2010