

TERMS & CONDITIONS

General

All orders and sales are based on the understanding that the purchaser agrees to all the conditions and terms stated below. No salesman or representative is authorized to alter these terms in any way. Any changes or alterations must be authorized in writing by an officer of South Riding Nurseries, LLC.

Prices

Prices listed within are for the wholesale trade only, your eligibility to receive wholesale pricing is strictly at the discretion of South Riding Nurseries, LLC (SRN) and proper verification may be required. All prices and availabilities are subject to change without notice and are FOB our location in Bristow, Virginia.

Sales Tax

Sales tax will be collected unless we have a current State or Federal Sales Tax Exemption Certificate on file. Virginia law specifies that hardgoods purchases used in the course of your business are taxable, unless the items are purchased for resale.

Payment Terms

We accept cash, MasterCard, VISA, American Express and authorized and approved company checks with proper identification. A \$35.00 (thirty-five dollar) fee will be charged for any returned check.

Company checks only; personal checks and checks from customers' clients will NOT be accepted unless approved in advance by management.

For those customers who have established credit and maintained a record of prompt payment, we offer the terms of thirty (30) days from the invoice date of pickup or delivery. Past-due or late accounts are subject to a late payment charge of 1½% per month (18% per annum) of the overdue balance. Any account showing a balance of 60 days or more will be handled on a C.O.D. basis with no discounts allowed. Payments on the balance must be made to continue purchasing material. In the event that it becomes necessary to file suit or turn an account over to our collection agency to enforce payment, South Riding Nurseries, LLC will be entitled to all collection costs, court costs, attorneys' fees and interest at the rate of 1½% per month (18% per annum) on all amounts due and payable.

Claims

All claims must be made in writing on receipt of stock and should also be noted on any Bill of Lading or Receipt. All returns are subject to review of management for approval and will be solely at our discretion and must be accompanied by a receipt. Any returned item may incur a restocking charge of 20%. It is our policy to insure your satisfaction but plant material returns will not be accepted under any circumstances after 48 hours of sale. Under no circumstances will South Riding Nurseries, LLC be held liable for more than the purchase price or for any incidental or consequential damages. In no case will claims be considered relative to orders which have not been paid in full within terms.

Plant Material Return Policy

In order to safeguard against introduction of pests or diseases, SRN can no longer accept returns of plant material once it has left our facility or has been unloaded from our delivery truck. This policy is under the advisement of the Virginia Department of Agriculture and Consumer Services (VDACS) since SRN can only sell material that has come from inspected nurseries we cannot afford to risk introducing a pest or disease into our nursery from returned plant material that has not been inspected and approved by VDACS. We apologize for any inconvenience this may cause our customers, but we must remain in compliance with VDACS in order to maintain our clean nursery certificate we can only sell material that has come from an inspected nursery.

Warranty

We will make our best effort at all times to insure all material sold is labeled correctly, true to name and in good health and condition at the time of sale or delivery. However we can not assume any responsibility once the material has left our possession or for circumstances beyond our control. We give no warranty expressed or implied as to the life expectancy or productiveness of any material. In addition we assume no liability for delay or failure to deliver for any reason beyond our control or for any damage incurred as a result of installation. In no case will we be liable for any sum in excess of the original purchase price of the material in question. All material is subject to price and availability of stock on hand at time of pick up or delivery. Salesmen are available to assist in loading but shall in no way be held responsible for any material once loaded nor shall they be responsible for the loading in any way once it leaves our facility. This includes covering.



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Tagging/Ordering Material

We encourage all customers to come and tag their own material. Do not send your clients unattended under any circumstances, in addition for safety reasons children and pets are not allowed in the yard. Plant material will be held for up to 5 (five) business days only! If tagged material is not picked up within five days, the plants will be untagged and sold. Arrangements may be made to hold material longer at our discretion, but a fee may be charged. Customers that abuse this policy may lose this privilege at our discretion or be asked to make full payment or a deposit at the time of order.

Volume Discount Schedule, 2021

South Riding Nurseries, LLC is pleased to offer our customers in good standing the opportunity to earn attractive discounts based on their purchase volume and prompt payment record. Our volume discount schedule for 2021 is as follows:

PURCHASE VOLUME	DISCOUNT
\$0 - \$10,000	0%
\$10,000 - \$25,000	5%
\$25,000 - \$50,000	10%
\$50,000 - \$75,000	15%
\$75,000+	20%

All accounts without an established discount start the year with no discount. As your account grows and volume increases from one level to the next a five per cent (5%) rebate/credit will be applied.

Volume is based on total net purchases not including freight and sales taxes. Discounts are good only on plant material and do not apply to any hardgoods. Hardgoods purchases do count, however, towards the customer's total net purchase volume. Discounts can only be applied to invoices paid within terms and by accounts that are in good standing. Discounts cannot be applied to quoted material, sale items, already-discounted items and special net-priced items. Total net purchases from the previous calendar year (January 1st through December 31st) will be used to establish the current year's discount. Rebates will be applied as credits to the customer's account and to the oldest outstanding invoice.

Delivery

Delivery is available to customers on a scheduled basis for a fee. Rates are determined based on delivery location and size of load; the map below may be used as a general guide to our delivery fees, but please call for a quotation as delivery fees are subject to change without notice. Customers are required to provide necessary labor and equipment to unload all deliveries in a timely fashion. Excessive delays will be subject to additional charges.

