

MAPLE LANE NURSERY

CUSTOMER INFORMATION PACKET



Included you'll find copies of:

- Terms & Conditions
- Pick-Up & Deliveries
- Return Policy
- Guarantee
- Tagging Policy - to hold plants & trees

Please Keep for your records.



Terms & Conditions

(PLEASE KEEP FOR YOUR RECORDS)

Sales Information: Maple Lane Nursery is a wholesale nursery selling exclusively to those in the trade. Customers we serve include: Landscape Designers, Landscape Contractors, Landscape Architects, Garden Centers, Retail Garden Shops, and Towns & Municipalities.

Your clients are welcome to walk through our nursery as long as they are accompanied by you or an authorized representative from your company. Unaccompanied homeowners will only be allowed to browse and purchase from our retail yard. If your customers do choose to visit us any plant specific or design questions will be referred back to you.

Pricing: The prices in our most recent catalog and availability list cancels all previous price lists. All prices are subject to change without notice.

Ordering: Orders can be phoned, faxed, or emailed. Orders are acknowledged based on availability at the time placed. A pick-up time should be scheduled within a 48 hour time period from the time order is placed. Orders placed in advance are removed from inventory making unavailable to others. Orders, not placed prior to a visit, will be checked according to availability before a sale.

If any B&B nursery stock is dug to order a deposit may be required. **NO** cancellations will be accepted once the material has been dug.

We are happy to special order material. A special order requires a 50% non-refundable deposit upon placement of the order. When the material comes in, Maple Lane will call you and all material should be picked up within seven days.

Cancellation of material pulled and reserved in the pick-up area will result in a 20% restocking fee.

Tagging: At the start of a season, please fill out and sign a tagging authorization form listing individuals who can tag trees on your behalf. Only individuals employed by your company and on your list will be allowed to tag material on your behalf. Your company will be held responsible for any and all trees tagged by authorized individuals. Tagged items will be held for a period of seven business days and no longer unless special arrangements have been made. **Please read our full policy at the end of this packet.**



Clients/homeowners will not be allowed to visit the nursery or tag items on your behalf. **NO EXCEPTIONS.**

New Customers: In order to be put in our system, a business card or business check showing you are in the landscape or garden center business is required. All orders are C.O.D.

Credit: Customers wishing to establish credit must fill out and sign a confidential Maple Lane Nursery credit application. Approval is based on trade references and bank references provided. Credit is extended at the discretion of Maple Lane Nursery

Terms of Sale: All sales will be on a cash basis until credit is established. We accept cash, business check, MasterCard, Visa, Discover, and American Express. For customers with established credit, payment is due in full 30 days from the date on the invoice. A 2% per month service charge (24% APR) will be assessed on all accounts 30 days past due with a minimum finance charge of \$5.00. In the event of non-payment which requires legal action by Maple Lane Nursery, the customer specifically agrees to pay all collection costs incurred, including court cost and expenses and attorney's fees not to exceed 25% of the total amount due and owing. Additionally, Maple Lane Nursery may file a mechanic's lien upon the real property where the product or materials are installed.

Deposit: We reserve the right to charge a deposit on orders.

Sales Tax: New York State sales tax will be applied to all sales unless we have a current, completed, and signed Exemption Certificate on file. Exemption Certificate must be renewed each year.

Condition: Trees, shrubs, and any and all plant material must be planted and cared for under standard horticultural practices such as proper planting, depth and pit size, consistent deep watering, fertile soil, sufficient mulch, proper planting location, and care and maintenance required for cultural needs of the specific tree or plant variety.

Returns: Our policy is not to accept returns. Maple Lane Nursery cannot be responsible for failures due to conditions beyond our control. Under special circumstances, at the discretion of the grower, some items may be accepted but a 20% restocking fee will be assessed. No returns will be considered or accepted after a 48 hour period from the time of the sale.

Guarantee: Maple Lane Nursery guarantees our plant material and nursery stock is properly handled and in good condition upon leaving our premises. There is **NO** replacement guarantee for plant material, perennials, or any purchases of nursery stock, for any damage relating to weather conditions, animals, insects, neglect or circumstances beyond our control.



Children and Animals: We like them both. A busy wholesale yard, however, is not the place for them. If you are unable to avoid bringing your children, they must be handheld and with you at all times. Dogs are not allowed.



Pick-Up & Deliveries

(PLEASE KEEP FOR YOUR RECORDS)

Pick-Up Customers: It is the customer's duty to disclose to Maple Lane Nursery the manufacturer's maximum recommended weight of the vehicle or trailer being loaded. Maple Lane Nursery is not responsible for damage to any vehicle or trailer caused by the weight of the product being loaded, and Pick-Up customers assume all risks, damages or fines, as a result of any loading in excess of the manufacturer's maximum recommended weight.

Customers picking up their material must supply their own tarps to avoid drying out the plant material. Nursery stock transported without adequate protection upon leaving will not be considered for a claim. It will be noted on the signed invoice if a tarp was not used.

Loading Procedure: Pick-Up customers shall park the vehicle and/or trailer at the designated loading area and shall NOT remain in the vehicle during loading under any circumstances. Maple Lane Nursery reserves the right to refuse to load larger material (B&B, larger pots) into cars, SUV's, or inappropriate sized vehicles.

Deliveries: We offer delivery to the New England region. Minimums vary according to location and size of order. Charges for delivery are calculated based on the size of the order plus the distance to travel. All delivery charges must be paid C.O.D. All claims for shortages must be noted on the receiving paperwork and signed by both the customer and driver. All claims for shortages or damages must be made in writing within 5 days of delivery date. Customer is required to have sufficient help and/or the proper equipment to unload.



Tagging Policy

March - August 31st

1.. A 50% non-refundable deposit (cash, check, or credit card) will be required at the time plant material is tagged. We will hold the material and maintain the plants for 30 days at no additional charge. When you pick up the plant material before the 30 days, you may put the remainder of the balance on your account.

If after 30 days the plant material has not been picked up, a courtesy call and email will be placed/sent. At this time an additional 25% non-refundable deposit is required for material to remain on hold in our yard for an additional 30 days. If the 25% additional deposit is not made the material will be untagged and released.

If the material still remains in our yard after 60 days, we will again call and email you to continue the hold. If you want us to hold the material an additional 30 days, a 5% maintenance fee will be added.

At the time of pickup, the remaining 25% will be collected along with the 5% maintenance fee. The remaining payment and maintenance fee cannot be put on account and must be paid with cash, check or credit card.

After September 1st



A 50% non-refundable deposit (cash, check or credit card) will be required at the time plant material is tagged. We will **ONLY** hold the material for 2 weeks before it is untagged and released.

Who Can Tag:

Only individuals employed by your company can tag material on your behalf.

We do not allow your clients/customers to come to the nursery without you to choose their plants. If, for some reason, we have to take your customers around, we will charge an additional 30% on the order and the 50% non-refundable deposit will have to be paid immediately by your customer in cash, check or credit card. All conditions of our Tagging-Policy will all so apply.