



## 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 be asked to leave.

**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.

All B&B nursery stock is dug to order. **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 can 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.

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. First 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.

**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. **NO** guarantee for plant material, perennials, or any wholesale purchases of nursery stock, for any damage relating to weather conditions, animals, insects, or neglect.

**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.