



**SAUNDERS
BROTHERS**
SINCE 1915

TERMS AND CONDITIONS

2717 Tye Brook Highway
Piney River, VA 22964
800-307-2127 phone
434-277-8010 fax

PLANT ORDERING INFORMATION: Saunders Brothers recommends customers use our Weekly Availability (available on our website or via email) as the primary means for ordering restock items. During March through November, if you place your order on Monday by noon, we will make all attempts to deliver it the same week. We do recommend that you prebook your spring annual, rose, perennial, and woody orders the previous fall.

PREBOOKED PLANT ORDERS: Saunders Brothers will take prebooked orders through the specified deadlines per program. Orders will be acknowledged based on the specific program deadlines before the season in which the order is to be shipped. Customers prebooking material must receive shipment by the predetermined deadline based on the crop to ensure quality and availability. Orders that are split-shipped will be priced according to the quantity shipped and not on total prebooked quantities. Stated minimums for delivery apply on each order.

WHOLESALE FRUIT ORDERS: Saunders Brothers recommends connecting with your sales representative directly for latest availability, or with our weekly availability email when available. Minimum orders and quantities for orchard goods are dictated by contract and season.

MINIMUM PLANT ORDERS:

Delivery Orders: The minimum for Virginia customers is \$2,500 and non-Virginia customers is \$3,000. To guarantee delivery, Saunders Brothers must be able to assemble a full truck in your area.

Pick Up Orders: The minimum for pick up orders is \$400.

MINIMUM PLANT QUANTITIES (per variety):

<u>Item</u>	<u>Minimum QTY</u>	<u>Below min. surcharge</u>
4.5", Topiary	2	15%
6", 8", 10", #2Q, #4Q, #1, #1.5, #2, #2.5, #3	6	30%
#7, #15, B&C, B&B	6	15%
#3QAB	12	15%

This applies to items shipped or picked up on one order. Multiple sizes and/or varieties may not be added together to receive catalog price. Spring orders that are split-shipped will be priced according to quantity shipped and not on total prebooked quantities. Catalog minimums for delivery apply to each order.

PRICES: All prices quoted are F.O.B. Piney River, VA. Previous quotations and prices are subject to change without notice.

PLANT RESTOCKING OR DISPOSAL FEE: Orders of container grown plants, that are placed and confirmed, will be subject to a 20% restocking fee if any portion of the order is cancelled and has already been pulled in preparation for pickup or delivery. B&C and B&B orders cancelled within 7 calendar days will be charged a 20% digging fee. Orders already pulled into the customer pickup area (the delivery location) or delivered to the customer, and subsequently cancelled, will be subject to a 50% disposal fee as these items cannot be returned to our production areas due to our boxwood blight protocols. Issues of quality concern upon arrival will be dealt with on a case by case basis as material cannot be returned to our production areas.

PICKUP ORDERS: Pickup orders must be scheduled at least 24 hours in advance of desired pickup time. No orders will be pulled for walk in customers. Please see specific seasonal pick up hours and contact your sales rep to schedule an appointment for pick up. Please be sure your truck is free of any debris. Any vehicle that arrives containing any debris will be turned away and not loaded.

DELIVERY: Saunders Brothers' normal delivery area is from the Mid-Atlantic region to New England. For specific information or questions regarding delivery areas, please contact Saunders Brothers at 800-307-2127. Saunders Brothers, Inc. desires to accommodate its customers and ship orders when requested. In order to accomplish this, the following set of guidelines will be deemed to be agreed to by the Purchaser if Purchaser requests Saunders Brothers to ship an order. Stated minimums and freight charges apply to each jobsite order.

- Safe entrance into and out of place of delivery. Safety is our foremost concern. Purchaser is responsible for providing proper flagging, signage, and traffic control from any public or private road used to access the site. All delivery locations must be tractor trailer accessible.
- Proper directions. The purchaser is responsible to provide Saunders Brothers with written tractor trailer accessible directions into and out of sites. Purchaser must provide a signed Delivery Guidelines form with detailed directions when placing orders. Orders will not be considered for delivery until the form has been fully completed and returned. Please contact sales office for details. Special attention should be paid to road restrictions, narrow streets, sharp turns, overhanging trees, low utility wires, narrow entrances, weight restrictions, low bridges, and other hazards and physical limitations. Standard "MapQuest" "Google Maps" or similar software should not be used as they typically do not take into consideration large trucks and tractor trailers. Saunders Brothers delivery trucks with trailers are typically 13'6" tall and in excess of 65' long.
- Unloading assistance. The purchaser is responsible for providing unloading assistance. Saunders Brothers recommends a minimum of two people onsite to assist in unloading. Saunders Brothers Employee Drivers will assist in getting material to tail or side of truck only. Contracted drivers may not be available for assistance.
- Timing. Purchaser must be flexible with delivery dates and times. Saunders Brothers will make all attempts possible to make scheduled approximate delivery times. However, many delays are out of our control. When delays occur Saunders Brothers will contact the purchaser to relay any information.

FREIGHT: Freight is charged as a percentage of plant invoice or minimum freight, whichever is greater. Orchard freight is determined by order. To guarantee delivery of any order, Saunders Brothers must be able to assemble a full truck in your area. For a specific quote or more information, please contact our sales office. Freight is subject to additional surcharges at any time as fuel prices and carrier costs increase.

TERMS:

- COD (cash, check, credit card, or ACH), unless credit terms are approved in advance by Saunders Brothers before shipment. A service charge of 1½% per month will be added to all accounts over 30 days. This is an annual percentage rate of 18%. A \$25 fee will be charged for returned checks. We accept Visa, Discover, and MasterCard for COD payment only. Terms are subject to change without notice.
- Terms will remain as C.O.D. until notification that credit application has been approved.
- Our standard payment terms once credit is approved are Net 30.
- Past due accounts will be assessed a service charge of 1½% per month (18%APR) or at a rate not to exceed lawful limits. All claims for errors or unsatisfactory stock must be reported upon receipt or by phone within 1 business day.
- All amounts due for goods and services purchased from Saunders Brothers, Inc. are payable to 2717 Tye Brook Highway, Piney River, VA 22964.

INTEREST AND LATE PAYMENTS: All payments on accounts with outstanding interest due will be applied to interest first and then to oldest invoices.

CLAIMS IN GENERAL: All rejections of tender of goods, or other claims of any type based on the goods delivered, must be made promptly within 24 hours after arrival of stock. Orders are booked subject to unsold stock. Acceptance of all orders must necessarily be contingent upon availability of stock at the date of delivery. Damage to our stock by hail, fire, frost, or the like, or disposal of all or a portion thereof by prior sale shall excuse us from the obligation to fill said orders to the extent that our stock has been so damaged or sold. No returns will be accepted.

CLAIMS INVOLVING FRUIT TREES: Grafted fruit trees, the scion for which is supplied by Saunders Brothers, Inc., are warranted to be true to type or true to name. All other grafted fruit trees are not so warranted and all warranties are disclaimed, as otherwise set forth in these terms and conditions. Fruit trees damaged by Saunders Brothers, Inc. or in shipping, or which are not true to name or type and warranted to be so, will, at the option of Saunders Brothers, Inc., either (i) be replaced by Saunders Brothers, Inc., or (ii) have the purchase price of such trees refunded to the customer. Fruit trees that fail to break dormancy by the first day of July immediately following delivery to the customer, will, at the option of Saunders Brothers, Inc., either (i) be replaced by Saunders Brothers, Inc., or (ii) have the purchase price of such trees refunded to the customer. Saunders Brothers, Inc. may refuse to replace trees or refund the purchase price where damage to trees or their failure to grow is due to any fault of the customer including, but not limited to, freezing, mishandling, general negligence, or poor horticultural practices, or which are due to Acts of God or environmental conditions beyond the control of Saunders Brothers, Inc. Claims must be made no later than:

(i) forty-eight (48) hours in the case of visible defects in or damage to plants,

(ii) by the first day of July immediately following delivery to customer in the case of trees failing to break dormancy,

(iii) within three (3) years of the delivery date in cases of claims that trees are not true to name or type.

Failure to submit claims by the times set forth herein will be deemed a waiver of such claims by the customer.

WARRANTIES: Except as otherwise specifically set forth in these terms and conditions, there are no warranties or representations made, expressed or implied as to growth, performance, or livability of plants. Saunders Brothers, Inc. will in no case be held liable for any claim as to plants or fruit, the containers, or the contents therein greater than the purchase price of the plants or fruit from Saunders Brothers Inc., whether for breach of contract, breach of warranty, negligence, products liability or any other theory of liability. Under no circumstances shall Saunders Brothers, Inc. be liable for damages in excess of such purchase price, or for any special, incidental, indirect or consequential damages. All warranties of merchantability or fitness are hereby disclaimed. While Saunders Brothers, Inc. makes every effort for our plants and fruit to be totally free of plant related and plant borne pathogens or other foreign matter, we cannot guarantee that our plants and fruit might not carry such pathogens. We therefore disclaim any and all warranties that our plants and fruit are free from such pathogens, as well as warranties of merchantability and fitness, except to the extent of replacement of plants or fruit purchased.

LIMITATION OF DAMAGES: In no event shall Saunders Brother, Inc. be liable for (i) special, indirect, consequential, or punitive damages including but not limited to labor costs incurred by the Purchaser or (ii) any damages whatsoever resulting from loss of use or profits arising out of or in connection with the goods sold hereunder. In no event shall Saunders Brothers, Inc.'s liability exceed the purchase price of the goods in question.

WAIVER: No waiver of any claim or right arising under any contract or agreement with Purchaser will be effective unless the waiver is in writing and signed by the waiving party.

ATTORNEY FEE PROVISION: In any litigation, arbitration, or other proceeding by which Purchaser or Saunders Brothers, Inc. either seeks to enforce its rights under any contract or agreement between them or seeks a declaration of any rights or obligations under any contract or agreement between them, the substantially prevailing party shall be awarded reasonable attorney fees, together with any costs and expenses.

CHOICE OF LAW AND FORUM: Any contract or agreement between Purchaser and Saunders Brothers, Inc., and any dispute arising from the relationship between the Purchaser and Saunders Brothers, Inc., shall be governed by the laws of the Commonwealth of Virginia, without resort to its conflicts of law provisions. Any dispute that arises between Saunders Brothers, Inc. and Purchaser shall be resolved in the Circuit Court in Lynchburg, Virginia, or the federal court sitting in or nearest Lynchburg, Virginia in the case of any matter brought in or removed to federal court.