

TERMS & CONDITIONS OF SALE



ORDERING

We are a distributor for the wholesale greenhouse and nursery industry. Therefore we require a business license or GST/PST number in to order to purchase product from us. We do not sell to the general public. Please note the lead times required by each supplier. To ensure availability of the varieties and ship dates desired, we recommend ordering by early fall. Late orders may be subject to substitutions. Our policy is to automatically substitute varieties unless otherwise specified. Please note the FOB point from which you order. Freight is extra unless otherwise indicated. If product is shipped from outside Canada, clearing, phytosanitary, and Agriculture Canada charges are extra where applicable. Product shipped from outside Canada will now be subject to Import Permit and Inspection charges. Recent Department of Agriculture fee schedules, in effect as of April 1998, can be found on page 3 in the catalogue. We reserve the right to back order product unless otherwise indicated. Freight costs are extra on back orders. Prices listed in the catalogue do not include taxes and are subject to change without notice. No cancellations within 8 weeks of shipping.

TERMS OF SALE

If credit has not been established, prepayment is necessary for the first season. Orders will not be placed until payment is received. For established customers our terms are strict, **Net 30 days**. We reserve the right to limit credit. Volume discounts are not available on over 30 day accounts. A 24% per annum service charge will be charged on all over 30-day accounts. Accounts over 60-days with shipments pending, may be subject to COD, review and possible cancellations.

- Quoted pricing applies only to the original shipment. Back orders are FOB source.
- Prices in effect at time of invoicing.
- Errors and omissions extra.
- Fluctuations in foreign currency may be subject to currency surcharges.
- **Crofton Grower Services Ltd gladly accepts Visa or MasterCard for prepayment customers.**



To our Net 30 day accounts, payments by Visa or MasterCard are due at receipt of invoice.

Crofton Grower Services Ltd kindly requests that payment for outstanding balances be made by cheque rather than credit card.

SHIPPING

Please state your preferred carrier for reshipping via ground or air. **All** shipments go at consignee's risk. We will not be held responsible for product lost or damaged in transit. We will determine the best and most economical method of shipping, if not indicated on your order. During periods of extreme cold, we reserve the right to ship all orders via air. Common carriers view a frozen shipment as an "Act of God", and will not honor any claims. To avoid this, customers must request CGS to hold orders when weather is questionable. Orders sent during inclement weather will be at customer's risk. All deliveries via CGS may be subject to fuel surcharges.

RECEIVING

We endeavor to expedite all shipments, especially Geraniums and unrooted material as quickly as possible. We request that you unpack and plant the product immediately upon receipt. If these recommendations are not followed, neither Crofton Grower Services nor our supplier can honor claims should they arise. ****Open and inspect shipment immediately upon receipt.***

CLAIMS

Shipping Claims:

Claims due to mishandling, delays, freezing or heat damage by the airlines or truck lines must be claimed directly with the carrier. This is the responsibility of the consignee. We will offer support and help with claims where possible. Under no circumstances, will CGS or any of its personnel be responsible for any losses resulting from shipments of plant material beyond the purchase price of the products shipped per the invoice(s) in question. We will not be responsible for, or legally liable for, alleged lost revenues, lost profits, lost markets, lost commissions, contaminated equipment, or facilities, legal fees, or any other consequential damages that might be claimed to arise from any shipment. In the event of a freight claim, our invoice must be paid under regular payment terms. ***Do not hold payment until claim is settled.*** Credit will come from the carrier.

Product Claims:

We must be notified within 48 hours of receipt for any claim on plant material or shortages. We require a photograph and letter stating the condition of the material, and when the material was received and planted, in order to support your claim. ***Do not dump product without first calling Crofton Grower Services.***

Any claims submitted after 7 days require an agriculture analysis report outlining the problem and substantiating the claim. ***Claims received after 14 days will not be honored by us or our suppliers.***

PLEASE NOTE: Credit notes apply only to damaged product. Freight, boxing, and other charges are not credited.

All hard goods returns are subject to 15% restocking charge. Product is not to be returned without prior consent by Crofton Grower Services.

Crofton Grower Services is committed to providing you with the best quality of product and service in the industry. If you have any questions or comments on how we can serve you better, please feel free to contact us.