

Prices will remain in effect for the stock we acknowledge from this list, subject to availability (see terms below). We intend to update this catalog as we proceed through the season and prices of individual items may change. Additional species, varieties, sizes and grades may be added or some items deleted.

## TERMS & CONDITIONS

**PRICES:** Prices are in U.S. Dollars, are based on present market conditions, and are subject to change without notice. All prices are ex-warehouse at our production nurseries in Plains, Montana and Olympia, Washington.

**MINIMUM ORDER:** Minimum confirmed order for nursery stock is \$250.00 in the U.S., \$500.00 to Canada and \$1,500.00 overseas.

**RESTRICTION OF SALE:** Lawyer Nursery, Inc. is a wholesale nursery. Nursery stock is offered for sale to knowledgeable professionals and businesses only. Buyer certifies that all goods are purchased for use or consumption in connection with a business enterprise in the production or use of horticultural, agricultural or forest products.

**CANCELLATIONS:** Any cancellation or reduction by customer in quantity ordered must be made in writing. Orders for nursery stock cancelled in whole or in part will be billed a 25% cancellation charge if the order was placed prior to January 1 and cancelled after February 1; or if the order was placed after January 1 and cancelled after more than 30 days. Orders cannot be cancelled after preparation for shipment. Orders may be cancelled by Lawyer Nursery, Inc. due to late payments.

**BACK ORDERS:** Nursery stock orders are automatically cancelled if stock is unavailable in the season for which the order is placed.

**RETURNS:** Our nursery stock cannot be returned without the express written permission of Lawyer Nursery, Inc. In all cases goods cannot be returned after they have been accepted, processed, improperly stored, planted, or otherwise treated, modified or used in any way.

**NON-GUARANTEED:** As is customary in the wholesale nursery trade, nursery stock is sold "as is" without warranty, express or implied, as to quality, variety, description, productiveness, merchantability

or results secured in planting or transplanting. All nursery stock is offered for sale subject to crop yield and prior sale.

**CONTINGENCIES:** We reserve the right to prorate or cancel any order, in whole or in part, because of: strikes, labor shortages, fire, frost, flood, drought, disease, casualty, errors in count, spoilage, or other circumstances beyond our control.

**SUBSTITUTIONS:** If Lawyer Nursery, Inc. is unable to furnish the size or grade of plant material ordered by the Buyer, Lawyer Nursery, Inc. reserves the right, without notice to Buyer, to supply the closest available size or grade at the current corresponding price for the size or grade shipped, unless the Buyer's order or order acknowledgment has written upon it "NO SUBSTITUTIONS".

**TAXES:** Any taxes arising from the purchase, use or resale of the goods, such as sales tax, or any other local tax, are the responsibility of the Buyer.

**LIMITATION OF LIABILITY:** Lawyer Nursery, Inc.'s maximum liability, whether contractual or for negligence or otherwise, is limited in amount to the amount paid to Lawyer Nursery, Inc. for the purchase of the nursery stock under all circumstances and regardless of the nature, cause or extent of the loss.

**PAYMENT TERMS:** To those with credit approved by Lawyer Nursery, Inc., we extend our usual terms of 30 days net. Otherwise a 25% cash deposit must be paid when the order is placed and the balance paid 4 weeks before scheduled shipment. Orders for less than \$750.00 must be accompanied by payment in full. Late payment will delay your shipping. Overdue accounts will be charged interest at the rate of 1½% per month or an annual rate of 18% or the maximum allowable legal rate. Buyer assumes ownership and responsibility for goods at the time of shipment; however, Lawyer Nursery, Inc. retains a vendor's interest in all

goods until such have been paid for in full.

**CREDIT CARDS:** We accept Visa and MasterCard. If you pay your invoice after the due date by credit card, we will add a 3% surcharge.

**SHIPPING:** All nursery stock is shipped at Buyer's risk and expense ex-warehouse Plains, MT and Olympia, WA. We charge for packing materials. Unless given specific instructions we will ship by the method and carrier we think best.

**RECEIVING & ACCEPTANCE:** Nursery stock is perishable. All shipments should be immediately and carefully unpacked and inspected on arrival and then placed in proper storage. Any problems with the condition or quality or quantity of goods received should be brought to our attention immediately.

**CLAIMS:** Claims for any cause must be made in writing by U.S. Mail or fax within 5 days after arrival of goods, which period of time is expressly agreed to be reasonable. If buyer does not give such notice, Buyer agrees to have irrevocably and unconditionally accepted the goods. Lawyer Nursery, Inc. furthermore will not consider any claim after nursery stock has been processed, improperly stored, planted, or otherwise treated, modified or used in any way. Claims for losses while goods are in transit must be filed by the buyer directly with the carrier.

**SEVERABILITY:** In the event that any part of these terms and conditions of sale is held to be illegal or unenforceable in any jurisdiction, the other parts shall nonetheless remain in full force and effect.

These terms and conditions of sale may not be changed or amended except by written agreement signed by an officer of Lawyer Nursery, Inc. By acceptance of the nursery stock, the buyer acknowledges that the limitations and disclaimers herein written are the conditions of sale and that they constitute the entire agreement between buyer and seller.

Revised August 2017

## SHIPPING, PACKING & HANDLING & UPS DEPOSIT CALCULATION:

### SHIPPING:

- Please advise us your desired shipping method, otherwise we will ship by the method and carrier we think best.

### FOR UPS GROUND SHIPPING:

- UPS shipping is charged at cost. For pre-paid cash orders without established credit, we require a 25% deposit (of stock value) for shipping charges. Any UPS charges in excess of this amount will be required to be paid prior to the time of shipping. Any over-payment will be refunded. We do not ship COD.

- New UPS tariffs require a \$10.00/box UPS handling charge for cartons over 48". You can reduce or eliminate the need for this charge by ordering smaller stock, by letting us prune your larger deciduous shrubs at the time of packing, or by shifting to another method of shipping.

### UPS SHIPPING OF LARGE STOCK:

- Additional packing and shipping charges will be applied on orders for very large size, bulky

plants or orders requiring special handling for UPS shipping due to size. This may require that we prune the roots on deciduous and conifer stock and trim the tops on deciduous shrubs taller than 42"-48". Please advise us if you do not want the tops trimmed, but remember that leaving them long will increase your shipping cost by UPS.

### FOR COMBINATION LOAD, REFRIGERATED TRUCK, AIR FREIGHT:

- This service is only available for orders with a minimum of \$2,500 confirmed nursery stock where we can assemble a full load with drops at intermediate points. When you place your order, please let us know if you are interested, but always specify a preferred alternative. We will not contact you in this regard, unless we can put together a full load routed through your immediate area with multiple drops.  
- Air freight - fees for air freight are too complex to provide estimates in advance of shipping. All air freight will go "Freight Collect". We can assist with estimating volumes and weights.

### MOTOR FREIGHT:

- We are having excellent success with motor freight deliveries to businesses with a loading dock and shipments over 300 lbs. In this case we are often dropping at your local or regional hub with long distance travel first, in one of our combination load, refrigerated trucks. Please provide your motor freight carrier details including account number.

### FOR CUSTOMER PICK-UP:

- Customer pickup requests, where stock must be shipped between Lawyer Nursery locations to consolidate your request, will incur additional charges. All orders for customer pickup are packed and will be charged normal packing and handling charges.

### PACKING AND HANDLING CHARGES:

- Packing is charged at our cost.  
- For orders under \$250.00 net confirmed order for stock, add an additional \$50.00 to cover sub minimum order handling charges.