



## **TERMS AND CONDITIONS**

### **DEPOSIT**

All seedling orders require a 25% deposit to reserve stock with the net balance due before April 1. Orders placed after April 1, require full payment at time of order placement. Requests for orders that do not satisfy these terms will not be considered orders.

### **WARRANTY**

We take pride in our nursery stock and our growing experience of over 40 years. We warrant to deliver species true to name, and will replace, upon proof, anything that is otherwise, or refund original price. We guarantee trees to be alive and in good, healthy condition when they leave our nursery. Total liability is limited to the purchase price of the seedlings, but not more than that amount.

### **CONDITIONS OF SALE**

All orders are accepted subject to weather, errors in inventory or any other reason beyond our control. We reserve the right to refund all or any part of payment made.

### **PRICING**

Prices are subject to change without notice. Prices do not include HST, shipping or order packaging charge. All prices are F.O.B. the nursery. Due to the high cost of producing small orders our minimum order is 100 trees. The minimum order for each variety and size is 50. Quantity price breaks are based on the quantities of each species and size and not the quantity of the entire order. Larger orders may be eligible for "dollar volume discounts".

### **DELIVERY**

Seedlings are very perishable. We encourage personal pick up at the nursery. To help us serve you better and to ensure the availability of your order, please call at least three days prior to your pick-up date to schedule a pick-up appointment.

### **SHIPPING**

Shipments are F.O.B. our nursery. Shipments to Ontario addresses only. Whenever possible, we ship according to customer designation. Please include your name and full address, as carriers do not deliver to P.O. Box numbers. Remember your shipment date will be different from your arrival date. We try to avoid shipping trees on any such date that would result in them sitting in a terminal over the weekend. All shipments are at the buyer's own risk. Our liabilities cease upon delivery to carrier. Breakage or spoilage claims due to transit should be immediately made to the transportation company. Any claims for deductions or error must be made within five days of receipt of shipment.

### **REDUCTIONS / CANCELLATIONS**

Orders cancelled before March 1, will forfeit 20% of the deposit or \$25.00 whichever is greater. Orders cancelled on or after March 1, will forfeit entire deposit. Orders will be adjusted based on what you have committed as of this date. Your order can be increased based on seedling availability at the time of your call.