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## TERMS & CONDITIONS OF SALE

### PRICES:

All prices are quoted in U.S. dollars, F.O.B. Kalispell, Montana , and are subject to change without notice. The price per plant varies based upon the number of plants ordered and delivered at one time to the same location.

Customers should anticipate paying in advance, a week prior to shipment, until payment terms are established with completion of a credit application.

Terms of 30 days net, from date of invoice, are extended to customers with established credit.

A 2% discount on plant material is offered to those with established credit who pay in full within 10 days of the invoice date. (This does not apply to purchases made with credit cards.)

All payments go towards **interest, freight and then the oldest** invoices remaining (in that order).

Any special handling is charged at cost.

Glacier Nursery, Inc. charges freight on behalf of our carriers. Discounts are not offered on freight, payments are expected within 30 days and all payments are applied towards freight first. A minimum freight charge will apply to orders we deliver in through our carriers. Freight on deliveries to other states will be computed on each individual truck and will be based on the volume of each customer.

A volume rebate is offered on the amount of the purchases made during the calendar year. To qualify for any volume rebates, you must pay your account in full within 30 days of invoice date. Those who do not pay in full within 30 days will forfeit volume rebates. Volume rebates will be forfeited on the Early Order Plan unless all terms and conditions of the program are followed.

We appreciate your prompt payment! Interest of 1.5% per month equaling an annual rate of 18% (or the maximum allowable rate) will be charged on all accounts past 30 days.

Prices in this catalog are effective for nursery stock delivered after January 1st, 2009.

### TERMS:

Cancellations on spring orders must be made in writing prior to March 1, 2009. After March 1st, orders must be canceled in writing at least 5 days prior to scheduled ship date.

All nursery stock travels at purchaser's risk and expense. Our responsibility ceases upon delivery to the carrier.

Glacier Nursery, Inc. retains a vendor's interest in all goods until such goods have been paid for in full.

Any legal actions by Glacier Nursery, Inc. shall be initiated in Flathead County , Montana .

A 50% deposit is required to hold stock for shipment or pick-up for more than 30 days after May 30, 2009. Trees held for pick up after July 1st with a deposit will be invoiced at the size they are at the time of delivery, not necessarily the size at which they were acknowledged.

**CLAIMS:**

Any claim regarding incorrect counts, breakage, or stock quality, must be made in writing within 10 days of receipt of stock. Claims of stock viability for Spring Delivered material must be made no later than May 30, 2009. Claims for losses of goods while in transit must be filed with the carrier, not with Glacier Nursery, Inc. We will assist you, if necessary, in filing your claim with the carrier.

We cannot be responsible for the results secured in transplanting.

Credits for nursery stock will be issued as replacement plants. Those situations where replacement plants are impractical will be subject to receiving replacement plants the following year.

**GUARANTEE:**

We accept orders subject to crop conditions and with the understanding that we may cancel a portion of the order should injury befall our stock from causes beyond our control such as frost, hail, windstorms, drought or other weather conditions, errors in count, disease and insect injury, or other natural causes. We warrant, to the extent of the purchase price only, that nursery stock sold is in good healthy condition when leaving our nursery, is true to name and as described within recognized tolerances. Seller gives no further or other warranty, expressed or implied, and will under no circumstances be liable for more than the invoice value at the time of purchase. This warranty is not transferable and is void if payment is not made in full when due for the full contract price of all nursery stock shipped.

**RESTOCKING/CANCELLATION FEE:**

Orders may be canceled or amended until March 1, 2009. After March 1st, orders canceled or amended without a 5 day notice, prior to scheduled ship date, will be invoiced at a fee equal to 20% of the value of the canceled plants. Plants picked up by the customer and later returned for credit will be subject to the 20% restocking fee.

**REBATE /DISCOUNT SCHEDULE**

**VOLUME REBATE PLAN:**

The following rebate plan is available to those who pay their accounts fully within 30 days of invoice date:

Total Volume of	20,000 – 29,999	2%
	30,000 – 39,999	3%
	40,000 – 49,999	4%
	50,000 – 59,999	5%
	60,000 – 69,999	6%
	70,000 – 79,999	7%
	80,000 – 89,999	8%
	90,000 – 99,999	9%
	100,000 and up	10%

The volume rebate will be computed on sales of plant material purchased in a calendar year. This rebate is cumulative; therefore, the more you purchase from Glacier Nursery, Inc., the greater the rebate you will receive. Those who do not pay in full within 30 days or who make unreasonable claims will forfeit volume rebates. Rebate checks will be mailed around December 1st each year or may be applied to your account towards a credit for next year.

**QUANTITY PRICING:**

The individual price per plant is based upon the number ordered and delivered at one time to the same location. The item ordered and delivered must be of the same species, same container size, and same plant size to receive the quantity pricing. Price breaks are offered at quantities of five, twenty-five, and one hundred. Only select items receive 25 or 100 & up pricing. Quantity column headings at the top of each page help you price your plants accordingly.

**EARLY ORDER DISCOUNT WITH EXTENDED TERMS:** If you find yourself ordering next year's plants from this year's order, consider the advantage of our Early Order Discount. For all nursery stock ordered prior to September 15th 2008 and delivered by May 30th 2009, you will receive spring 2008 prices and an additional discount (up to 5%, based on the volume of the order received by September 15th. Customers with approved credit will receive 60-day terms and are eligible for the volume discount above.

Only orders placed by September 15, 2008 and shipped in full by May 31, 2009 will be eligible for the above discounts. Plants not shipped by May 31, 2008 will be cancelled.

Payment must be received within 60 days from the date of the invoice.

Customers who do not take their entire Early Order or who do not pay within 60 days will forfeit the Volume Rebate and may be re-billed at the current years price, instead of the previous season's price.

Additional discount is in addition to receiving 2008 prices on 2009 shipments.

<u>Total Early Order Volume</u>	0 – 9,999	1%
	10,000 – 19,999	2%
	20,000 – 29,999	3%
	30,000 – 39,999	4%
	40,000 – 49,999	5%

#### **2% DISCOUNT FOR PROMPT PAYMENT:**

A 2% discount is offered on plant material to those customers with established credit and credit applications on file, who pay in full within 10 days of the invoice date. All payments go towards **oldest** invoices remaining. Payments made with credit cards are not eligible for the 2% discount.

#### **VISA/MASTERCARD PURCHASES:**

You may use your Visa or MasterCard to purchase plants at Glacier Nursery, Inc. Purchases made with credit cards are not eligible for the 2% discount.

#### **ELECTRONIC PAYMENTS:**

All checks are electronically deposited the day they are received. We also can accept payment by taking the check information over the phone.

#### **PICK UP ORDERS:**

You are welcome to pick up your order, but it is important for you to arrive properly equipped to transport your stock. This should include suitable tarps and rope. Failure to arrive properly equipped will delay loading and will nullify any guarantee of stock viability. **Please notify us of your order at least 24 hours in advance so we may have your order assembled and ready for you.** Advance notice will prevent delays with both plant material and paperwork. We realize that your time is valuable! During our busy season in the spring, we will not be able to get your order pulled on the same day you call.

#### **ACCLIMATED PLANT MATERIAL:**

In many cases, climatic conditions determine the success and failure of plants in the landscape. It is our aim to offer the customer plants that have been grown in our nursery for a period of years and have thrived under severe changes of weather. Please contact us and we will be able to assist you in determining a plant's suitability to your climate.

#### **PICTURE TAGS:**

Picture tags are applied to plants bound for retail sales or per customer request. We do apply a "Grown in Montana" sticker to those plants that have been overwintered in Montana or have been spring planted and grown in the pot in which they are sold for three or more months. Our picture tags are purchased from suppliers and occasionally there is information on the tag that does not completely agree with our catalog descriptions. Therefore we may apply additional information stickers if the printed information is grossly inaccurate. We make every attempt to properly label all of our plants. If we should ever mislabel a plant, please notify us promptly and we will accept it for return and offer a full refund for the purchase price of the plant.

#### **PLANTS PURCHASED FOR RESALE:**

Most of the deciduous trees, deciduous shrubs and perennials we sell are overwintered at our nursery or have been grown in the pot which they are sold for three months or more (perennials two months). Most of our evergreens are grown by nurseries in our region; only a few species are sources both for plant quality and compatibility to our climate. We are more than willing to share information regarding the source of a plant purchased from Glacier Nursery, Inc.

*I have tried propagation of almost every species we sell here at Glacier Nursery, Inc. at one time or another. I have found that some species grow fine in Montana but are not suited for production growing in our climate, our soil types, our watering regimes or cannot be grown profitably by us. What I have found is that our customers expect quality first and accept the reality that Montana may not be where their plants were originally propagated and subsequently grown. As previously stated—ask us; we are more than willing to share the location of where our plants were grown.— Brad Brown, Glacier Nursery, Inc.*

#### **FALL PLANTING PRECAUTIONS:**

Our experience suggests that extra precautions need to be taken to successfully fall plant here in Montana. Fall planting may result in higher plant mortality than spring planting due to our variable fall weather and the care taken at planting.

All fall plantings require additional water **at planting** to settle the soil around the plants thus eliminating air pockets and ensuring all the back fill and surrounding soils are saturated. This needs to be repeated just before the ground freezes tight. The following guidelines apply to the MINIMUM volume of water required at each of these waterings: 10 gallons of water per caliper inch of the tree, 1 gallon of water per gallon of container.

Of additional concern is that the plants need to be protected on the job site prior to planting. B&B material should be chipped, covered and watered. Container stock should be watered thoroughly and packed tight with the edges of the group insulated. All the plants should be stored on the ground, NOT on pallets, to avoid rapid freezing of the plants that result when they are elevated above ground. This will protect the plants from freezing rapidly or from drying out excessively. We also recommend applying Wilt Pruf to all evergreens after planting to reduce the amount of moisture loss from the plant during the winter.

Another issue in regards to fall planting is the need for any plant material that we purchase special should be here in Montana acclimating to our colder night temperatures BEFORE August 31st. This will require a 50% deposit made on these plants by August 20th so that we can have them delivered here at the nursery by the end of August. Failure to make a timely deposit will limit us to use only the inventory on hand as of August 31st and will result in numerous substitutions of species, size and quantity.

As in our normal policy, our plants are warranted to be alive at the time of shipment. Every fall and winter is different, no two are the same, and the success or failure of planting in the fall depends very much on the weather - how early it freezes, how much moisture we have before it freezes up and how much snow, cold, and sunshine we have during the winter. **WE CANNOT BE RESPONSIBLE FOR PLANT SURVIVAL AFTER DELIVERY AND TRANSPLANTING. We offer NO GUARANTEE that the plants will survive the winter and leaf out the following spring.**