



Decker's Nursery

TERMS AND CONDITIONS OF SALE

TERMS: Terms are net 30 from the date of invoice to customers with established credit. Non credit customers are required to pay for their order at the time of pickup by cash or check (no credit cards accepted). No post-dated checks will be accepted. New customers without prior credit approval will be required to provide a 25% deposit at the time of ordering. Any accounts over 30 days from invoice date are considered due and will be charged a finance charge of 1.5% per month. (Annual rate of 18%). Any credit customer agrees to comply with these terms and agrees that this contract shall be governed by Ohio law. Any legal action pertaining to the sale of goods from Decker Nursery shall be venued in Franklin County, Ohio.

PRICE: Prices are F.O.B. Groveport, Ohio. Prices in this list cancel all previous lists and prices are subject to change without notice.

CANCELLATIONS: Cancellations will not be accepted on custom grown orders or on any B&B items that have been harvested. Any cancellations on container stock that has been pulled for shipping are subject to a 15% restocking charge.

CLAIMS AND RETURNS: No plant material will be accepted for return unless it is found to be unhealthy or damaged. Any damages in shipping must be reported at once to us and the carrier. Decker Nursery warrants that all plants will be true to name and in good condition when they leave the nursery, but cannot guarantee their survival. We are not liable for any amount over the purchase price. Any claims on plant material must be made within 15 days of the purchase date.

LIMITED WARRANTY: We warrant that our cultivars are true-to-name. We will replace nursery stock that is proven to be untrue-to-name, or refund the original amount paid, at our option. The foregoing warranty is exclusive, and we hereby disclaim and exclude all other warranties, written or oral, expressed or implied, including without limitation, any warranty of merchantability or fitness for a particular purpose. The remedies provided herein are the sole and exclusive remedies available. We shall have no responsibility other than, at our option, to replace nursery stock that is proven to untrue-to-name, or to refund the original amount paid. IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS) WHETHER BASED ON CONTACT, TORT, OR ANY OTHER LEGAL THEORY. IN NO EVENT SHALL WE BE LIABLE FOR ANY SUM GREATER THAN THE ORIGINAL PURCHASE PRICE, and in the event that the limitation of warranty or disclaimer of liability is found to be unlawful or inapplicable, or to have failed in its essential purpose our liabilities shall be limited to the amount paid for the specific nursery stock that caused such liability.

HOURS OF OPERATION: Normal hours are Monday thru Friday 7:30 A.M.- 4:00 P.M.
Weekends by appointment only.

SHIPPING: In an attempt to offer our customers a fair and affordable delivery rate, we have developed the following policy. We will charge \$2.50 per loaded mile for delivery until further notice. Mileage will be determined by our truck odometer from our location in Groveport, Ohio to the customer's yard. This rate will apply to one truck with or without a trailer. If the order requires two trucks, each truck will require the \$2.50 per loaded mile rate. Any combination truckload for more than one customer will result in each customer being charged a proportion of our normal delivery rate based on percentage of space required of the entire truckload plus a \$35.00 drop charge. Minimum delivery is \$500.00 within 30 miles, \$1000.00 over 30 miles. All shipping costs are subject to change.

PLANT AVAILABILITY UPDATE: If a customer wishes to receive an availability list by FAX OR E-MAIL please contact us with your FAX number or email address. We will send out the availability list weekly or bi-weekly and the number of pages to the availability list will be between 5-7 pages depending on the time of year.

RETAIL LABEL PRICING: If you wish us to print your retail price, SKU number, or Barcode on your plant labels, we can print these for you at no additional charge. On spring orders, retail pricing must be requested at order placement. During the season, please let us know at the time of ordering and we will print the labels, as you desire. Customers label design is available within the limits of our software capabilities. Our standard label is one inch by six inches long, with three lines of text, customer's name, and scientific and common plant name. PLEASE ASK ABOUT PLANT PICTURE LABELS.

15 minutes Southeast of Downtown Columbus

From downtown Columbus, I-70 East out of downtown Columbus to US Route 33 South towards Lancaster. Take Route 33 South for 7 miles, turn right (South) on Rager Road (Dills Greenhouse is on the corner. Go South on Rager Road; follow the signs to the nursery. We are about 1 mile south of Route 33.

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