

# Conditions and Terms of Sale

## Customers:

Morningstar Nurseries is a wholesale ornamental plant nursery that services landscape professionals.

Morningstar Nurseries is not a garden center. **Persons not associated with a business will be asked to leave.**

We will not sell plants at wholesale nor retail to the general public.

We Sell Wholesale Only to Plant Based Businesses:

- Nurseries
  - Garden Centers
  - Professional Landscapers
  - Professional Gardeners
  - Arborists
  - Landscape Contractors
  - Landscape Architects
  - Landscape Designers
  - Flower Farmers
  - Institutions
  - Municipalities
  - Golf Courses
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- The nursery is not setup as a retail setting; uneven muddy ground and large equipment moving large plants and trees around poses a safety risk and liability. Please bring proper footwear for walking around the nursery.
  - Please avoid bringing young children and pets to the nursery. The nursery is not a safe place for little kids nor pets to be running around. You will be asked to keep pets secured in your vehicles and kids in direct contact with you at all times.
  - Wholesale customers are welcome to bring their clients with them to the nursery and select plants with them. **Unescorted customer clients will be asked to leave the nursery.**
  - We ask that our customers not send their clients to the nursery independently without being present to assist them.
  - With our wholesale customers present we are happy to assist our customer's clients and answer any plant related questions they may have. Please make an appointment if you require assistance to make sure someone is available to answer questions.
  - In order to protect all our customers we will not discuss pricing nor sell plants directly to our customer's clients.

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## Quotes, Sales Orders, and Invoices

- Pricing and Availability requests are processed as **Quotes** for approval.
- Plants on **Quotes** are not orders. Plants on **Quotes** are not reserved until they are converted to a **Sales Order**.
- **Quotes** need to be confirmed on **Sales Orders** for plants to be held for pickup of an order. Items **Quoted** are not always currently on site and may need notice to be brought in to fill an order. We will not source plants until they are confirmed on a **Sales Order**.
- Plants are allocated first come, first served based on **Sales Order** date.
- Payment is not expected on a **Sales Order** until it is converted to an **Invoice** when plants are picked up or delivered to the customer.
- Deposits are only requested on large custom orders and will not be refunded if we cannot cancel the order.

## Guarantee and Condition of Sales:

- We guarantee that all our plants leave the nursery in good condition and are true to variety, type, and size at the time of pickup or delivery. The customer agrees to these terms at acceptance of delivery of plant material. Any claims of damages or issues must be made within 24 hours of acceptance. Plants refused at delivery must be returned to the nursery with the returning covered delivery vehicle.
- We shall not be liable for any claims greater than the purchase price and any claim will consist of a credit refund or replacement at our option.
- Pricing and availability are subject to change without notice.
- In order to keep prices down we offer no additional guarantee on plants after they leave the nursery. Due to the perishable nature of our product and level of care required outside of our control we do not warranty future growth or performance of our plants.
- Landscapers who warranty our plants to their clients are solely responsible for said warranty in its entirety. We do not honor any warranties that our customers guarantee to their clients in any circumstance.
- ALL SALES ARE FINAL and as we do not oversee care after it leaves our nursery yard, no returns of excess material will be accepted.
- All new customers are C.O.D. Terms of 30 days are available upon approval by Morningstar Nurseries. Nonpayment after 30 days of invoice date are subject to finance charges and accounts being placed back on C.O.D. terms.
- Sales tax will be collected on all orders unless a current resale certificate or valid tax exempt certificate is present on file. We will collect tax on accounts with expired certificates present on file, no exceptions. Please remit your updated certificates when you receive them so we have them on file.

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## Guarantee and Condition of Sales:

- Plants delivered out of state are not subject to RI sales tax. Out-of-state customers who pick up plants at the nursery are subject to RI sales tax as out-of-state resale certificates are not valid in RI.
- Customers may tag plant material in advance of pickup but tags may not be honored in excess of 30 days from tagging date. Only items confirmed on open Sales Orders can be held as tagged.
- Custom orders cannot be canceled once trees are dug or orders are shipped from vendors. With advanced notice we will do our best to cancel orders if able to do so. Payment is expected on orders that cannot be canceled.

## Loading and transport:

- We are happy to assist with loading of material for our customers who pick up their orders. Please call ahead if you are unsure what size vehicle will be required for your order.
- Please call a day in advance so we can have your order ready for pickup. Large orders located throughout the nursery take time to gather and tie-up for transport.
- Under-sized vehicles increase the potential risk of damaged material arriving at your job-site. We can deliver larger size loads.
- Customers are responsible for supervising and securing the load of their vehicle.
- We recommend that trucks or trailers be empty of all other supplies for loading plant material. Trucks and trailers loaded with mulch, other bulk materials, or equipment impede safe loading that poses risk to employees and plants that we are not responsible for.
- Nursery employees are not allowed in trucks preloaded with bulk materials or racks that make for unsafe loading of nursery stock. **No exceptions.** Plants will be brought to the tail-gate and the customer will be responsible for loading and packing.
- We retain the right to refuse to load any vehicle at our discretion.
- We strongly recommend that all plants leaving the nursery be covered and secured. Unsecured round root balls and containers will roll off vehicles.
- Tarpaulins, straps, ropes, choks, and chains for transport must be provided by our customers.
- Preferred tarpaulins are made from mesh materials that allow excess heat to escape and do not flail around in the wind damaging tender plants below. Blue or green plastic tarps will scald and burn tender plants underneath them on sunny days. If plastic tarps must be used for transport, they should be removed immediately at location to prevent scald.
- We are not responsible for damages incurred during transport of orders that are picked up. We will not entertain any claims for damages or product returns of plant material that leaves or returns to our nursery in an uncovered open truck or scalded by a plastic tarpaulin.

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## Delivery and Unloading:

- Please request the appropriately sized delivery vehicle in advance if dealing with a tight location. Our primary delivery truck is our 24-foot bed International stake-body but it does not maneuver well in small areas.
- Delivery is to the curb. It's the driver's choice at their discretion to bring the truck onto the property for safe unloading.
- We allow 2 hours for unloading of material from delivery vehicles. Any time over two hours from driver arrival to the job-site will be billed at \$125 per hour and added to your invoice.
- We do offer trucks with a 2000 lb. lift-gate and a ball cart as requested but it is up to the customer to move material to and from the lift-gate. If this service is required, please inquire in advance as a ball-cart is not normally carried on the truck.
- Please make sure someone is present for unloading for all deliveries. We will not drop off plant material with no one present to accept the delivery.
- The driver is not responsible for unloading deliveries and does so at their discretion and has the right to refuse a delivery with improper equipment present for safe unloading.
- Due to the fragile nature and heavy sizes of material delivered there must be adequately sized equipment present for unloading and handling larger sizes of plant-material. Improperly sized equipment puts equipment, operator, and plant-material at risk for serious damage or injury. If you are unsure of equipment size necessary for unloading and handling your order please request assistance when scheduling a delivery.
- Balled and burlapped material must always be handled with the weight of the root ball fully supported. Lifting these plants by their stems will result in vascular damage and subsequent injuries that impair future performance.
- We recommend using pallet forks on a loader to lift plants by their root ball as the safest and easiest method for both the plant-material and people assisting with unloading.
- We can provide straps for handling with other types of equipment for unloading if requested in advance. Straps are not present on the truck unless requested.
- We do not recommend using chains hooked onto a plant's wire basket to hoist plants. The basket of wires is meant to support and hold a root ball together, not provide a lifting point of the entire plant's weight from a single wire strand.
- Delivery vehicles are piece loaded to maximize space. Upon request, we can palletize a load for delivery or pickup for a fee but this limits the amount of material we can fit on a truck especially when dealing with larger trees.
- We do offer handling and rigging consultation on-site if requested by the customer in advance.
- Morningstar Nurseries will not entertain any claims of damage for damage as a result of the customer unloading plant-material.