

# TERMS & CONDITIONS

## CREDIT POLICY:

All accounts are COD until a credit application has been submitted and approved by Urban Roots Landscaping, Inc. Upon approval of credit, terms will be 1%10/Net 30 (in order to receive early payment discount, payment must be made by check). Please allow 30 days for processing credit application. Payments must be within 30 days of date of invoice. Payments are to be made by check for credit accounts. Delinquent accounts can result in loss of established credit terms, loss of discount and/or delay in product shipment. Past due invoices may also accrue a finance charge of 1.5% monthly (18% per annum) from due date. COD accounts must pay prior to scheduled delivery or before leaving Urban Roots facilities with product. Credit or debit cards, cash or check are accepted for payment for customer pick-up on COD accounts.

## RETURN CHECK CHARGES:

Return check charge of \$35 will be assessed on non-sufficient check payments.

## ORDERS:

To give you the best service possible, we encourage you to place your orders via email at [info@urplants.com](mailto:info@urplants.com). Our staff will respond with availability and allow for any necessary adjustments.

## PICK UPS:

When placing orders for pickup, a minimum of four hours is required for the order to be pulled. Walk in orders are helped on a first come, first serve basis. Please advise us if there are any changes in the date of pickup, as we can hold your pulled order for up to five days. After five days, orders not picked up or cancelled will be subject to a 15% restocking fee and replaced in open stock.

## LOADING:

We will gladly assist you in loading your trees, plant materials, and in securing your load. It is, however, your responsibility to provide your own wrap and/or tarp and your staff must help.

## DELIVERY:

Delivery is available Monday-Friday and will be billed based on mileage and load size. Please call for a quote.

## UNLOADING DELIVERIES:

Please note that Urban Roots delivery drivers are not responsible for unloading plant material or trees.

- There must be a crew on-site to assist in offloading all plant material and trees.
- Due to safety concerns for both our staff and customers, Urban Roots will not deliver B&B trees to a site that does not have a proper machine to offload.
- Deliveries must be unloaded in 15 minutes or less. Any delivery that exceeds the allotted time will be subject to a fee of \$1.00 per minute.
- Urban Roots will not be liable for any property damage resulting from truck, forklift, or other unloading activity.

## RESTOCKING FEE:

All cancelled orders that have been scheduled for pickup or delivery will be subject to a 15% restocking fee.

## WARRANTY:

Plants sold by Urban Roots, Inc. are true to name. Once plants leave our care, we cannot be certain of the conditions and care the plants will receive. Therefore, there is no warranty on plant material purchased with a wholesale account. Urban Roots stands behind our plant material when a pattern of loss is sustained with a particular variety. Where there are abnormal losses with no particular pattern, claims will be processed on an individual basis. B&B trees and shrubs that have left the Urban Roots facilities or have been off-loaded at point of delivery are non-returnable. Plants are a perishable product. With good horticultural practices, losses, if any, should be minimal.

## CLAIMS:

Claims for missed plants or errors in type, species, or color must be submitted within 24 hours of receipt. It is the responsibility of buyer to inspect all plant material prior to unloading at point of delivery or at time of pick-up at an Urban Roots facility.

## GENERAL CONDITIONS OF SALES:

Prices are based on current market conditions. Prices and availability are subject to change at any time and without notice. Please call the office at (402) 894-4819 for a password to access the availability listing updated daily on our website at [www.urplants.com](http://www.urplants.com). Any order may be cancelled or delayed due to circumstances beyond our control (weather, disease, etc.). All customers receiving wholesale pricing must possess a valid State Nursery Dealer's License. In Nebraska, this can be obtained from the Nebraska Department of Agriculture (<http://www.nda.nebraska.gov>).