

Jim Stakey Greenhouses, LLC

Terms and Conditions

- 1. Terms and conditions** Jim Stakey Greenhouses, LLC is a wholesale plant business and sells only to qualified businesses within the plant industry. We accept cash, check and major credit cards. Credit approval is necessary if paying by check. Payment is due upon receipt or within 30 days of the invoice date to customers who have established credit with us. Overdue accounts are subject to a 2% service charge per month (24% annually). Accounts that are past due or exceed credit limits are COD until all unpaid balances and service charges are paid in full. All collection charges will be assessed to the customer. Credit approval is based credit history and subject to the volume of business done. All first time orders are COD. All invoices are subject to sales tax unless a valid resale certificate is on file. Returned checks are subject to a \$40.00 charge.
- 2. Guarantee** We guarantee our products to be well grown, true to name and properly loaded and packed. All sales are final. Claims due to error in count, pricing, or size must be noted on the delivery ticket upon arrival or pickup. We reserve the right to substitute for variety when necessary. The ticket must be signed by an authorized person able to assume the responsibility that our plants have been accepted in good health and survivability.
- 3. Delivery** A minimum order* is required for delivery. Deliveries within our area are made by our own trucks and are subject to a delivery charge*. A refusal of any order at the time of shipping is subject to a 20% restocking fee and does not relieve the obligation of the original invoice.
- 4. Prices** Prices listed are FOB Jim Stakey Greenhouses, LLC. and are subject to change without notice. Prices listed are wholesale only and intended for qualified wholesale green industry buyers.
- 5. Ordering** All orders are reserved on a first received basis. We encourage all our customers to fax or place orders online by Monday 4pm to ensure same week delivery. All items offered are subject to availability. Orders requested to be held 2 weeks prior to delivery date are subject to a non refundable 50% deposit. Orders requested to be held placed after May 1st must be paid in full and are non refundable.

I have read and accept the terms and conditions set forth by Jim Stakey Greenhouses.

Dated Signature - must be company officer / Owner