

Mahonia

Vineyards & Nursery

Terms & Conditions

Terms

- Wholesale Only.
- We grow, pack, and ship our plants with the utmost care to ensure your success.
- We ship true to name varieties.
- Orders are accepted subject to growing conditions. No warranty as to growth or transplanting results shall be extended.

Deposit

We request a 25% payment when your order is placed. Final payment is due prior to shipping unless credit terms have been established. We will confirm your order after receiving deposit.

Terms of Sale/Credit

Net 30 days from date of shipment. Overdue accounts are subject to a service charge on the unpaid balance at the rate of 1.5% monthly (18% annual percentage rate). If you do not have an established open account, payment is requested with your order prior to shipment. Please request credit application.

COD orders are not available. \$25.00 will be charged on all returned checks.

Should either buyer or seller bring a legal proceeding arising out of the sale or delivery of nursery stock, the prevailing party shall be entitled to recover from the other party all court costs and attorney's fees relating to the matter. All such disputes will be settled in the County of Marion, interpreted according to the Code of the State of Oregon.

Shipping

We like to confirm that you are ready for plants that are to be shipped. We use UPS Ground our primary shipping source, unless otherwise specified. Shipping costs, if advanced by Mahonia Vineyards & Nursery (such as UPS), are added to the invoice.

Prices are FOB Salem, Oregon.

Boxes and packing fee are applied at our cost and are not included in the item sale price.

Claims

All claims must be made in writing within ten (10) day of receipt of material. There will be no consideration of claims if not made in writing and within ten (10) days of receipt. Freight damages will be made with the specific carrier. Adjustments will be made by our nursery only on claims concerning quality of grade, named variety or damage from our harvesting. At no time will Mahonia Vineyards & Nursery be held responsible for more than the purchase price of the material.

Contingencies

Mahonia Vineyards & Nursery reserves the right to cancel or delay any order, in whole or in part, due to any circumstances beyond our control, including but not limited to: strikes, labor shortages, fire, frost, flood, drought, disease, casualty, errors in count, spoilage, acts of war, or acts of nature. We make every effort to provide you the sizes you order and prefer. If we are unable to furnish the size or grade of plant material ordered, we reserve the right, without notice, to substitute the closest available size or grade at the current corresponding price, unless noted on signed order "NO SUBSTITUTIONS".