

CONDITIONS OF SALE

ESTIMATES FOR OUR CUSTOMERS:

Donalea Plant Brokers, Inc. provides estimates to any customer desiring plant materials. All orders are estimated based on current availability and require approval by customer before delivery. All prices are subject to change between time of estimate and time of delivery, depending on availability. **No minimum quantity** order is required.

- Landscapers & Nurseries: No minimum purchase required.
- Homeowners & Businesses: Minimum purchase of \$150.00 for free delivery. Less than \$150.00 purchase add \$25.00 delivery fee.

TERMS:

- Because we prepay for all plant materials, our terms are **COD for all orders:** Cash, Checks, & Credit Cards.
- We extend Net 30-Day credit to qualified applicants OAC.



CLAIMS:

- All claims for any cause must be made **immediately** upon receipt of plants at time of delivery.
- We will not accept claims that are filed after plants have been accepted or those made more than (5) days after delivery.

SHIPPING:

All orders are shipped **directly to jobsite ONLY**. Please state acceptable delivery date and time when placing your order. We confirm delivery information via facsimile, e-mail or telephone. Please allow 3-5 days for delivery of orders. **Rush orders are an additional 25% fee.** Large orders are shipped direct from grower using grower's trucks. We meet all delivery trucks at the jobsite to guarantee completion of order and arrival of healthy plant material. We deliver small orders using our vehicles. All deliveries include: Labeled Plants and detailed Estimate Sheets and Invoices.

- **Delivery Times:**
Landscapers & Nurseries: Monday - Friday 7:00 AM to 6:00 PM
Businesses & Homeowners: Monday - Saturday 8:00 AM - 5:00 PM
- **Delivery Fees:**
5% standard delivery fee is included in the price estimate for all orders.
15% additional delivery fee for jobsites outside a 50-mile radius of San Jose.

CANCELLATIONS & RETURNS:

- All orders are processed immediately upon customer approval of our written estimate.
- We ask to be notified of any **order cancellation within 24 hours of order approval of confirmation.**
- There will be a handling charge of **30% of purchase price** for items returned after claim period (5 days).

NON-WARRANTY:

We exercise care to deliver plants that are **healthy and true to botanical name**. Nevertheless, we give no warranty, expressed or implied, as to variety description, lifespan, or productivity of any nursery stock we deliver. We will **gladly replace defective plants within five (5) days** of delivery. We accept all orders subject to crop conditions and all other causes beyond our control. Liability in all instances is limited to purchase price. If the purchaser does not accept on these terms, order is immediately void.

PLEASE NOTE:

Because plant stock varies continuously, we may not have all the plants originally quoted available at delivery date. We will do our best to keep you informed as to what is available for your particular order. We reserve the right to substitute requested varieties with the closest botanical equivalent as necessary. **Customer service is our priority** at Donalea Plant Brokers and we are here to serve you and invite your inquiries.

Donalea PLANT BROKERS, INC.



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Hours: Monday - Friday 7:30 AM to 6:00 PM