

2024 - 2025 HARI NURSERY - WHOLESALE CATALOG

WHOLESALE GROWER OF CONIFERS, BROADLEAFS, & ORNAMENTALS

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TERMS AND CONDITIONS

All orders are based on the understanding that the purchaser agrees to the terms and conditions as stated below.

ORDERS: We make a strong effort to fill all orders that we acknowledge. The availability of plants is subject to crop failure or crop shortages beyond our control. All orders will be acknowledged based upon estimates in the field. Hari Nursery offers no warranty, expressed or implied, as to the productivity or survivability of any plant offered for sale

CANCELLATIONS, ORDER CHANGES: Spring orders must be picked up by May 1st, unless prior arrangements and payments have been made. Cancellations on Spring orders must be submitted in writing and received by January 1st of the shipping year. Orders of late late cancellations are often already dug and healed in sawdust ready for shipment. If cancellation are not made in advance, and the material has been dug, the customer will be liable for the order. A 20% cancellation fee may be assed for orders not taken on the agreed upon date. For orders placed after January 1, cancellations are to be no later than 30 days prior to requested ship date.

SUBSTITUTIONS: Due to seasonal growing conditions beyond our control it is our normal practice to substitute one full grade lower or higher at prevailing prices to fill an order without prior customer notification. Customers requesting no substitutions should indicate this on their order.

TERMS: All sales are cash in advance or cash upon pickup. For customers with established credit, Payment terms are net 30 days. A finance charge of 1 1/2% per month (18% annually) may be assessed on past due accounts.

PRICES: This is a wholesale listing and is intended for those licensed and engaged in buying and selling nursery products. This price list replaces all previous price lists. Prices are f.o.b. Hari Nursery, Salem, Oregon, and are subject to change without notice.

CLAIMS: We extend our best efforts toward proper labeling and grading, but will in no case be held responsible in excess of purchase price of the plants. Claims for shortages of unsatisfactory material or damage must be made in writing within **five (5) days upon receipt of the material** and be accompanied by a signed receipt from the delivering carrier. **Claims must be accompanied by three pictures.** At least one picture should show a close up picture of the problem. At least one picture should show the entire plant, including the rootball or container of the plant. All unsatisfactory goods must be held for our advice or disposition. Any freight claims (material damaged in transit or shortages) must be reported on the Bill of Lading and submitted to the carrier. A copy must be submitted immediately to Hari Nursery. Liability in all instances is limited to the purchase price.

