

AMETHYST HILL NURSERY
A Division of VanHoose Enterprises, LLC
6543 S. Zimmerman Road
Aurora, Oregon 97002

TERMS AND CONDITIONS

PAYMENT TERMS:

Cash is the standard method of payment. We accept VISA and MASTERCARD although discounts may be affected. If you do not have an established credit account with Amethyst Hill Nursery, please send payment for the entire purchase price, including shipping charges, prior to the shipment of your order. If you have an established credit account with Amethyst Hill Nursery, buyer promises to pay Amethyst Hill Nursery in U.S. funds the amount shown as due on the invoice within 30 days of shipping. After 30 days, all discounts are lost. Overdue accounts are subject to a service charge at a rate of 2% per month on the balance and if not so paid at any time, all principal and interest, at the option of Amethyst Hill Nursery, to become immediately due and collectible.

ACKNOWLEDGMENT:

At the time of order, an Acknowledgement is sent to confirm our receipt of your order. This acknowledgement may be accepted by signing one copy and returning to us. Failure to sign may result in a cancellation of your order. All orders are subject to the ravages of Old Mother Nature.

LIMITED WARRANTY:

Amethyst Hill Nursery prides itself in exercising the greatest care in keeping our varieties true to name and warrants that the nursery stock sold is true to names and as described within recognized tolerances. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE HEREOF, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR USE AND AMETHYST HILL NURSERY EXPRESSLY IS NOT LIABLE FOR ANY CONSEQUENTIAL DAMAGES. PLANTS ARE NOT GUARANTEED TO LIVE. Customer's sole remedy for breach of any warranty contained herein is limited to a refund of the purchase price. Notwithstanding the foregoing Amethyst Hill Nursery makes no warranty for loss of plants shipped bare root. On all common carrier shipments, customers must check the condition and count of the nursery stock at the time of delivery. No claim for shortages, damaged stock or errors in filling an order will be honored unless it is made in writing on the Bill of Lading upon receipt of the shipment. Failure to make a claim on the bill of lading shall constitute a waiver of your right to a refund. Where shipments are not by semi-truck, Amethyst Hill Nursery will carefully pack all stock and make reasonable efforts to secure prompt careful handling by the transportation company. However, our responsibility ceases upon delivery of stock in good condition to the transportation company. If shortages, damaged goods, or errors in an order occur, customer should immediately file a claim with the transportation company (air freight, UPS, etc.). Amethyst Hill Nursery will assist you in filing such a claim. All stock is F.O.B. Amethyst Hill Nursery.

GENERAL CONDITIONS:

Should this be placed in the hands of an attorney in an attempt to collect a delinquent account, Buyer promises and agrees to pay seller's reasonable attorney's fees and collection costs, even though no suit or action is filed hereon. If a suit or an action is filed, the amount of such reasonable attorney's fees shall be fixed by the court or courts in which the suit or action, including any appeal therein, is tried, heard or decided. All orders are accepted by Amethyst Hill Nursery, Aurora, Oregon. Any action arising out of the sale or delivery of nursery stock shall be interpreted according to the laws of the State of Oregon, U.S.A. and shall be brought in the courts located in the County of Multnomah. Shipment of orders is subject to cancellation or delay caused by governmental regulations, laws, and orders, inclement weather, labor disputes, floods, fire, war, embargoes or any other cause reasonably beyond the control of the Amethyst Hill Nursery. All orders are accepted subject to the availability of stock on hand at the time of delivery. The prices applicable for each order shall be the prices set forth in the current price catalogue of Amethyst Hill Nursery at the time of shipment. All orders are filled subject to the ravages of OLD MOTHER NATURE.