

Terms & Conditions of Sale

PRICES:

- All prices are quoted in U.S. dollars, F.O.B. Kalispell, Montana and are subject to change without notice. The invoiced price per plant depends upon the number of plants ordered of a species and size on an individual order and delivered in one shipment to the same location. See Page 3 for specific pricing instructions.
- A two percent discount on plant material is offered to those with established credit who pay in full within 10 days of the invoice date (this does not apply to purchases made with credit cards).
- All payments go toward **interest, freight, then the oldest** invoices remaining (in that order).
- Special handling is charged at cost; **see Cancellation, Restocking, and Late Season Pickup on Page 3.**
- Glacier Nursery, LLC, charges freight on behalf of our carriers. A minimum freight charge will apply to orders we deliver through our carriers. Freight on deliveries will be computed on each individual truck and will be based on the volume of each customer and reflect rates at the time of shipment. Discounts are not offered on freight and all payments are applied toward freight first.
- Volume Rebate and an Early Order Discount is offered on the amount of the purchases made during the calendar year; see Rebate/Discount Schedule on Page 4.
- Interest of 1.5 percent per month equaling an annual rate of 18 percent (or the maximum allowable rate) will be charged on all accounts past 30 days. We appreciate your prompt payment.
- Prices in this catalog are effective for plants delivered after January 1, 2022.

TERMS:

- Customers should anticipate paying in advance, a week prior to shipment, until payment terms are established with completion of a credit application.
- Terms of 30 days net, from date of invoice, are extended to customers with established credit.
- Nursery stock travels at purchaser's risk and expense. Our responsibility ceases upon delivery to the carrier.
- Glacier Nursery, LLC, retains a vendor's interest in all goods until such goods have been paid for in full.
- Any legal actions by Glacier Nursery, LLC, shall be initiated in the jurisdiction of our choice. Glacier Nursery, LLC, will be entitled to all costs incurred enforcing this agreement, including attorney fees.
- A 50 percent deposit is required to hold stock for shipment or pickup after July 1, 2022. Trees held for pickup after July 1, 2022 with a deposit will be invoiced at the size they are at the time of delivery, not necessarily the size at which they were acknowledged. Deposits for plants held are applied to specific orders and will not be applied to any other orders, or to the account as a whole. Cancellation of the order will result in forfeiture of the deposit.

CLAIMS:

- Any claim regarding incorrect counts, breakage, or stock quality must be made in writing within 10 days of delivery of plants. Claims of stock viability for spring delivered material must be made no later than May 31, 2022. Claims for losses of goods while in transit must be filed with the carrier, not with Glacier Nursery, LLC. We will of course assist you, if necessary, in filing your claim with the carrier.
- We cannot be responsible for the results secured in transplanting.
- Credits for nursery stock will be issued as replacement plants. Those situations where replacement plants are impractical will be subject to receiving replacement plants the following year.



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GUARANTEE: We accept orders subject to crop conditions and with the understanding that we may cancel a portion of the order should injury befall our stock from causes beyond our control such as frost, hail, windstorms, drought, or other weather conditions, errors in count, disease and insect injury, or other natural causes. We warranty, to the extent of the purchase price only, that nursery stock sold is in good healthy condition when leaving our nursery, is true to name, and as described within recognized tolerances. Seller gives no further or other warranty, expressed or implied, and will under no circumstances be liable for more than the invoice value at the time of purchase. This warranty is not transferable and is void if payment is not made in full when due for the full contract price of all nursery stock shipped.

ORDERS, PICKUP INFORMATION, AND PAYMENTS

PLANT PRICING: All prices are quoted in U.S. dollars, F.O.B. Kalispell, Montana and are subject to change without notice. The invoiced price per plant depends upon the number of plants ordered of a species and size on an individual order and delivered in one shipment to the same location. Orders are invoiced **individually** as they were placed and **are not combined** for volume pricing at shipping and delivery. Quantity column headings at the top of each page will help you price the quantity of plants you are looking for. Price breaks are offered at quantities of 5, 25, and 50+ for plants of the same species and container size. Only select items receive 25 or 50+ pricing.

ORDERS: Orders are placed with a scheduled ship date at the direction of the customer. The customer is responsible for informing us in writing of changes to the ship date. If the shipment or pick up of an order is delayed 30 days or more past the scheduled ship date, we will attempt to contact those with orders in excess of \$1000 to reschedule. Orders totaling less than \$1000 will be automatically cancelled. Failure to respond to our request for a revised ship date will result in cancellation of the order. Orders with a ship date extended beyond July 1, 2022 will require a deposit.

PICKUP ORDERS: NEW FOR 2022 is a MINIMUM ORDER OF \$200 FOR A CUSTOMER PICKUP. Orders that do not total \$200 or more will be subject to a \$25 surcharge. Customers picking up orders should arrive properly equipped with suitable tarps and rope to transport the stock. Failure to properly secure and cover your plants will nullify any guarantee of stock viability. **We require at least 24 hours advance notice so we may have the order assembled and ready for pick up.**

CANCELLATION, RESTOCKING, AND LATE SEASON PICKUP FEE: Plants that are readied and staged for shipping or pickup and subsequently cancelled less than 24 hours before scheduled pickup or delivery, or picked up by the customer and later returned will be assessed a 20 percent restocking fee. We begin covering our plants for winter during the third full week of October. Plants that are covered are unavailable for delivery or pickup. IF we can accomodate a late season delivery or customer pickup, the individual plants will be priced at 1-4 pricing regardless of the quantity ordered.

CREDIT CARD PURCHASES: Customers with prepayment terms as well as those with established credit may use a Visa, MasterCard, or Discover Card to purchase plants at Glacier Nursery, LLC. For customers with prepayment terms who choose to pay with a credit card, payment is expected within one day of pickup or receipt of delivery; payments made after that time will be subject to a 2.5 percent service charge. For customers with established credit, credit card payments must be made within 10 days of invoice; credit card payments made after 10 days will be subject to an additional 2.5 percent service charge. Payments made with credit cards **are not eligible** for the two percent discount for payment within 10 days.



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DISCOUNT FOR PROMPT PAYMENT: A two percent discount is offered on plant material to those customers with established credit and credit applications on file who pay in full within 10 days of the invoice date. All payments go toward the **oldest** invoices remaining. **Payments made with credit cards are not eligible for the two percent discount for payment within 10 days.**

ELECTRONIC PAYMENTS: Checks may be mailed or sent via text message and are electronically deposited the day they are received. We can also accept credit card information or an account and routing number for a bank account over the phone.

REBATE/DISCOUNT SCHEDULE

VOLUME REBATE PLAN: The following Volume Rebate Plan is available to those who pay their accounts fully within 30 days of the invoice date **or** who pay **all** finance charges:

Total Volume of:	\$25,000 - 29,999	2%	\$70,000 - 79,999	7%
	\$30,000 - 39,999	3%	\$80,000 - 89,999	8%
	\$40,000 - 49,999	4%	\$90,000 - 99,999	9%
	\$50,000 - 59,999	5%	\$100,000 and up	10%
	\$60,000 - 69,999	6%		

The volume rebate will be computed on sales of plant material purchased in a calendar year. Those who do not pay in full within 30 days, do not pay all finance charges, or who make unreasonable claims will forfeit volume rebates. Rebate checks will be mailed before December 31 each year, or may be applied to your account as a credit for the following year. Volume rebate checks will not be issued for any account unpaid as of December 31, 2022. The Early Order Discount terms below are **in addition** to the Volume Rebate Plan.

EARLY ORDER DISCOUNT WITH EXTENDED TERMS: If you find yourself ordering next year's plants from this year's order, consider the advantage of our Early Order Discount. For all nursery stock ordered prior to September 30, 2021 and delivered between March 1, 2022 and May 15, 2022, you will receive:

- 2021 prices on your 2022 shipments.
- Customers with approved credit will receive 60-day terms.
- Eligible for the Volume Rebate Plan as specified in the above paragraph.
- Early Order Discounts are based on the following schedule:
- | | | | | |
|---------------------------|-------------------|----|-------------------|----|
| Total Early Order Volume: | \$20,000 - 29,999 | 2% | \$40,000 - 49,999 | 4% |
| | \$30,000 - 39,999 | 3% | \$50,000 and up | 5% |
- Only orders placed by September 30, 2021 and shipped **in full** by May 15, 2022 will be eligible for the above discounts. Plants delivered after May 15, 2022 will not be eligible.
- Customers who do not take their entire Early Order or who do not pay within 60 days will forfeit the Early Order Discount and will be re-billed at the current year's price, instead of the previous year's price.
- Early Order Discount customers will be mailed a check or receive a credit to their account upon payment in full for orders that are placed by September 30, 2021 shipped by May 15, 2022 and payment received as agreed. No discount will be offered on spring orders that are **not** paid as of July 15, 2022.
- To be eligible for the discount your order must be shipped as acknowledged.



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PLANT INFORMATION

ACCLIMATED PLANT MATERIAL: In many cases, climatic conditions determine the success and failure of plants in the landscape. It is our aim to offer the customer plants that have been grown in our nursery for a period of years and have thrived under severe changes of weather. Please contact us and we will be able to assist you in determining a plant's suitability to your climate.

PICTURE TAGS: Picture tags are applied to plants bound for retail sales or per customer request. We do apply a "Grown in Montana" sticker to those plants that have been overwintered in Montana or have been spring planted and grown in the pot in which they are sold for three or more months. Our picture tags are purchased from suppliers and occasionally there is information on the tag that does not completely agree with our catalog descriptions. We may apply additional information stickers if the printed information is grossly inaccurate. We make every attempt to properly label all of our plants. If we should ever mislabel a plant, please notify us promptly and we will accept it for return and offer a full refund for the purchase price of the plant.

PLANTS PURCHASED FOR RESALE: Most of the deciduous trees, deciduous shrubs, and perennials we sell are overwintered at our nursery or have been grown in the pot in which they are sold for three months or more (two months for perennials). Most of our evergreens are grown by nurseries in our region; early spring shipments are generally overwintered here in Montana. We purchase plants for resale, paying strict attention to our sources both for plant quality and compatibility to our climate. We are more than willing to share information regarding the source of a plant purchased from Glacier Nursery, LLC. We have tried propagating almost every species we sell here at Glacier Nursery, LLC, at one time or another and have found that some species grow fine in Montana **but** are not suited for production growing in our climate, our soil types, our watering regimes, or cannot be grown profitably by us. What we have found is that our customers **expect** quality first and accept the reality that Montana may not be where their plant was originally propagated and subsequently grown. As previously stated ask us; we are more than willing to share the location of where our plants were grown.

A WORD ABOUT HOW OUR CATALOG IS CONSTRUCTED AND SHOULD BE USED

NOMENCLATURE: We use the *Manual of Woody Landscape Plants* by Dr. Michael A. Dirr (fifth edition) as our primary source for botanical and common names. For native plants we use the USDA NRCS Plant Database.

HARDINESS: We have made an attempt, based on our experience and input from other knowledgeable nursery persons, to provide information on how these many species may perform here in Montana. Our experience suggests most of Western Montana would be classed as Zone 4, while much of Eastern Montana would be Zone 3, and other parts of Montana (due to elevation and especially exposure) would be Zone 2. Glacier Nursery, LLC, is located in Zone 4. Severity of winter temperatures does not completely predict hardiness in a state susceptible to extreme temperature fluctuations. The earliest severe cold in the fall and the plants preconditioning to winter also dictate hardiness.

One qualification regarding hardiness recommendations—there are numerous microclimates, both less severe (for example, sheltered areas around homes) and more severe (exposed/barren sites), where we can see a zone of hardiness different than within the general area. Please determine the zone where the plants are to be placed and use the enclosed information to help your customers attain the optimal level of success with their planting.



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DESCRIPTIONS: The descriptions and uses of plants are based on our observations and experiences and, of course, are subject to your interpretation.

SIZES: These are cultivated as an average for what these plants might be expected to achieve as mature specimens here in the Montana landscape. As such, there are plants that may be larger or smaller; consequently these sizes should be used as guidelines.

NATIVE PLANTS: Native to us means **native to North America**. See Pages 22, 74, 87, and 114 for a list of our native plants. A website that helps determine the distribution of a species is available from the USDA Natural Resources Conservation Service Plant Database: <http://www.plants.usda.gov>.

ORDERING HINTS: It is more economical to order in quantities of **5 or more** whenever possible. At the beginning of each of the four product groups in the catalog is information noting the dimensions of the pots, weight of the finished plant in those pots, and a **general description** of the size of the plant to expect at delivery.

CODE INFORMATION: To expedite ordering, use the plant codes in our inventory system that are included just beneath the plant description in this catalog. You will notice the species is the first of the three characters. The second and third characters are selected from the species and/or cultivar on all but perennials. For perennials, the second and third characters represent the common name. Multi-stem and single-stem trees and shrubs are differentiated by the suffix 3 or 1, respectively, in the three-character code.

FALL PLANTING PRECAUTIONS: Our experience suggests that extra precautions need to be taken to successfully plant in the fall in Montana. Fall planting may result in higher plant mortality than spring planting due to variable fall weather **and** the care taken at planting. All fall plantings require additional water **at planting** to settle the soil around the plants thus, eliminating air pockets and ensuring all the backfill and surrounding soils are saturated. **This needs to be repeated just before the ground freezes solid.** The following guidelines apply to the **minimum** volume of water required at each of these waterings: 10 gallons of water per caliper inch of the trees, 5 gallons of water per gallon of container.

Of additional concern, is that the plants need to be protected on the job site prior to planting. B&B material should be covered with wood chips or straw and watered. Container stock should be watered thoroughly and packed tight with the edges of the group insulated. All the plants should be stored on the ground, **not** on pallets, to avoid rapid freezing of the plants that happens when they are elevated above the ground. This will protect the plants from freezing rapidly or from drying out excessively. We would also recommend applying Wilt Pruf to all evergreens after planting to reduce the amount of moisture loss from the plant during the winter.

Any plant material that we need to special purchase for a fall planting should be in Montana by August 15 so it can acclimate to our colder climate. This will require a 50 percent deposit made on these plants by August 15 so that we can have them delivered to the nursery in a timely fashion.

As in our normal policy, our plants are warranted to be alive at the time of shipment. Every fall and winter is different and the success or failure of planting in the fall depends very much on the weather: how early it freezes, how much moisture we have before it freezes, and how much snow, cold, and sunshine we have during the winter. **We cannot be responsible for plant survival after delivery and transplanting. We offer no guarantee that the plants will survive the winter and leaf out the following spring.**



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