

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 price per plant varies based upon the number of plants ordered and delivered at one time to the same location, please see page 5 for specific pricing instructions.

- 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.
- A 2 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 towards **interest, freight and then the oldest** invoices remaining (in that order).
- Special handling is charged at cost. See cancellation, restocking and late season pickup below.
- Glacier Nursery, Inc., charges freight on behalf of our carriers. Discounts are not offered on freight and all payments are applied towards freight first. 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.
- A volume rebate is offered on the amount of the purchases made during the calendar year. See page 3 for specific details. To qualify for any volume rebates, you must pay your account in full within 30 days of invoice date. Those who do not pay in full within 30 days will forfeit volume rebates. Volume rebates will be forfeited on the Early Order Discount unless all terms and conditions of the program are followed.
- Interest of 1½ 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 nursery stock delivered after January 1, 2019.

TERMS:

- All nursery stock travels at purchaser's risk and expense. Our responsibility ceases upon delivery to the carrier.
- Glacier Nursery, Inc., retains a vendor's interest in all goods until such goods have been paid for in full.
- Any legal actions by Glacier Nursery, Inc., shall be initiated in the jurisdiction of our choice. Glacier Nursery, Inc., 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 pick-up after July 1, 2019. Trees held for pickup after July 1, 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, 2019. Claims for losses of goods while in transit must be filed with the carrier, not with Glacier Nursery, Inc. 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.

CANCELLATION, RESTOCKING AND LATE SEASON PICKUP FEE: Plants that are readied and staged for shipping or pickup and subsequently cancelled are will be assessed a 20 percent restocking fee. Plants picked up by the customer and later returned for credit will be assessed a 20 percent restocking fee. Orders placed during the third full week of October and later, for fall pickup, will be subject to 1-4 pricing, and/or an additional handling fee on all container plants. (We have to "burrow" beneath plastic for the plants).



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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.

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:	\$20,000 - 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. This rebate is cumulative; therefore, the more you purchase from Glacier Nursery, Inc., the greater the rebate you will receive. 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 around December 1, each year, or may be applied to your account as a credit for the next year. Volume rebate checks will not be issued for any account unpaid as of December 31, 2019. 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 years plants from this years order, consider the advantage of our Early Order Discount. For all nursery stock ordered prior to September 30, 2018 and delivered between March 1, 2019 and May 31, 2019, you will receive:

- 2018 prices on your 2019 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:	\$10,000 - 19,999	2%	\$40,000 - 49,999	5%
	\$20,000 - 29,999	3%	\$50,000+	6%
	\$30,000 - 39,999	4%		

- Only orders placed by September 30, 2018 and shipped **in full** by May 31, 2019 will be eligible for the above discounts. Plants ordered but not shipped by May 31, 2019 will be cancelled.
- Customers who do not take their entire Early Order or who do not pay within 60 days will forfeit the Early Order Discount and may be re-billed at the current years price, instead of the previous years 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, 2018 shipped by May 31, 2019 and payment received as agreed. No discount will be offered on spring orders that are **not** paid as of July 31, 2019.
- To be eligible for the discount your order must be shipped as acknowledged.

QUANTITY PRICING: The individual price per plant is based upon the number ordered and delivered at one time to the same location. The item ordered and delivered must be of the same species, same container size, and same plant size to receive the quantity pricing. Price breaks are offered at quantities of 5, 25 and 50. Only select items receive 25 or 50 & up pricing. Quantity column headings at the top of each page will help you price plants accordingly.

DISCOUNT FOR PROMPT PAYMENT: A 2 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 or make specific order deposits. All payments go towards the **oldest** invoices remaining. **Payments made with credit cards are not eligible for the 2 percent discount.**

VISA/MASTERCARD PURCHASES: Customers with pre-pay terms as well as those with established credit, may use a Visa, MasterCard or Discover Card to purchase plants at Glacier Nursery, Inc. **All purchases made with credit cards are not eligible for the 2 percent discount.** For customers with established credit, payment must be made within 10 days of invoice; credit card payments made after 10 days are subject to an additional 2 percent service charge.

ELECTRONIC PAYMENTS: All checks are electronically deposited the day they are received. We also can accept payment by taking the check information over the phone.

PICK UP ORDERS: Customers are welcome to pick up orders, but it is important to arrive properly equipped to transport the stock. This should include suitable tarps and rope. Failure to arrive properly equipped will delay loading and will nullify any guarantee of stock viability. **We appreciate at least 24 hours notice in advance so we may have the order assembled and ready to go.** Advance notice will prevent delays of picking up the order with both plant material and paperwork. We realize that your time is valuable. During our busy season in the spring, we may not be able to get your order assembled on the same day you call.

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 on perennials). Most of our evergreens are grown by nurseries in our region, early spring shipments are generally overwintered here in Montana. Occasionally we will 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, Inc.

We have tried propagating almost every species we sell here at Glacier Nursery, Inc., 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.



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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 USDA NRCS Plant Database.

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.

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, Inc., 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.

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

NATIVE PLANTS: Native to us means **native to North America**. See page 74 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>.

PRICES: When we price stock, we consider the plant species, plant size, and the size of the container the plant is growing in. Please see our Volume Rebate Plan and take note of our additional discounts available to you for Early Order Discount purchases and prompt payment (see page 3). Quantity column headings at the top of each page help you price plants accordingly. The individual price per plant is based upon the number ordered and delivered at one time to the same location. The item ordered and delivered must be of the same species, same container size and same plant size to receive the quantity pricing. Price breaks are offered at quantities of 5, 25 and 50. Only select items receive 25 or 50 & up pricing.

ORDERING HINTS: It is more economical to order in quantities of **5 or more** whenever possible.

Container shrub standards

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| #1 | NSZ | Generous grade, generally 12" in height, many heavy stems. |
| #2 & #5 | NSZ | Our #2 and #5 plants are listed without a height designation. Our sales staff can always provide you with information regarding plant size. Please do not hesitate to inquire about the current size of specific plant crops. |
| #7 | 3' / 4' | Started from a transplant or a smaller size plant shifted into the larger container. A plant with many stems that provides an instant effect in the landscape. |
| #15 | 4' / 6' | Many of the popular, large growing shrubs are offered in a #15 container. These plants are large, full plants, grown with the intent of replacing B&B shrubs. Attributes of these #15 shrubs include vigorous growing plants that are well rounded and full to the base of the plant. |
| #25 | 8' & up | We offer a number of species in a #25 container. These plants replace smaller, traditionally balled and burlaped sizes. |



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Container tree standards. Our trees are grown in 5 different size containers. Not all species are available in every size.

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| #5 | Our most economical size. Lightly branched with four or more 12" or longer branches. |
| #7 | Generally 6' in height (species dependent) and nearing one inch caliper. Plants are not sized, therefore you pay one price for all plants of the same species in the same size container. |
| #15 | 1.25" caliper and larger, trees have secondary branching and many are grown two growing seasons in the container giving them a fuller appearance. |
| #20 | Generally 1.75" caliper, intended to be comparable in fullness to small B&B trees of the same size. Many are grown two growing seasons in the container. |
| #25 | Our largest container plants, which are grown to be comparable in size and fullness to mid range B&B trees, 2" in caliper size. Most are grown for two growing seasons in the container. Approximately half are upshifts from #15 containers and the other half are field grown transplants. |

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. On 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 chipped, covered 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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