

TERMS AND 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 11/2 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, 2017.

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, 2017. 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.

TERMS AND CONDITIONS OF SALE (cont.)

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, 2017. 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 subject to a 20 percent restocking fee. Plants picked up by the customer and later returned for credit are subject to a 20 percent restocking fee. Orders placed during the last full week of October and later, for fall pickup, may 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).

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, 2017. The Early Order Discount terms below are **in addition** to the Volume Rebate Plan.

TERMS AND CONDITIONS OF SALE (cont.)

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, 2016 and delivered between March 1, 2017 and May 31, 2017, you will receive:

- 2016 prices on your 2017 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:	\$5,000 - 9,999	2%	\$30,000 - 39,999	5%
	\$10,000 - 19,999	3%	\$40,000 - 49,999	6%
	\$20,000 - 29,999	4%	\$50,000+	7%

- Only orders placed by September 30, 2016 and shipped **in full** by May 31, 2017 will be eligible for the above discounts. Plants ordered but not shipped by May 31, 2017 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, 2016 shipped by May 31, 2017 and payment received as agreed. No discount will be offered on spring orders that are **not** paid as of July 31, 2017.
- 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 your 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: You may use your Visa, MasterCard or Discover Card to purchase plants at Glacier Nursery, Inc. Purchases made with credit cards are not eligible for the 2 percent discount.

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.

TERMS AND CONDITIONS OF SALE (cont.)

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 pulled on the same day you call.

SELECTION OF B&B AND CONTAINER PLANTS: We have a wide selection of quality specimen B&B and 25 gallon trees as well as containers in our sales yard. We welcome your personal selection of plants, at no additional charge.

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. Therefore 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, only a few species are 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.