## To the Trade

**PRICES:** F.O.B. Mount Vernon, Washington. Prices herein are for the TRADE only and cancel all previous prices offered by us. Prices are based on present market conditions and are subject to change without notice.

**ORDERS:** Orders are booked subject to crop conditions or errors in count, and with the understanding that the same shall be void should injury befall stock from causes beyond our control. No orders of less than 5 of a variety will be accepted. Minimum number of trees per order for delivery is 200. (**If ordering Whips, they will be sold in bundles of 10 per variety**).

**TERMS:** Net 30 days from date of receipt of nursery stock for those whose responsibility is known to us. Past due accounts are subject to a service charge of 1.5% per month. Service charge effective 30 days from invoice date.

## **DISCOUNTS:**

\$5,000 - \$10,000	5% Discount
\$10,000 & up	10% Discount

NSF: All return checks subject to \$25.00 service charge.

**CANCELLATIONS:** There will be **no cancellations accepted after December 1st.** Any changes to your order must be made in writing. Orders cancelled in whole or in part after preparation for shipment are subject to a 25% cancellation fee.

**SUBSTITUTIONS:** If Biringer Nursery LLC is unable to furnish the size or grade of a plant material ordered by the buyer, Biringer Nursery LLC. reserves the right to supply the closest available size or grade.

W.S.F.T.A. FEE: RSW 15.13.310, 1% assessment on fruit and fruit related trees produced in Washington.

**RECEIVING & ACCEPTANCE:** Nursery stock is perishable. All shipment should be immediately and carefully unpacked and inspected on arrival and then placed in proper storage. Any problems with the condition or quality or quantity of goods received should be brought to our attention immediately.

**CLAIMS:** We guarantee all nursery stock to be in good condition when shipped. Any unsatisfactory stock must be reported immediately and held for advice as to disposition. We do not guarantee plants to live after accepted in good condition and will at no time be responsible for more than the purchase price. All claims must be made within five (5) days of receipt of stock.

**GUARANTEE:** We give no warranty, express or implied, as to variety or productiveness of any nursery stock or plants we sell. Should any prove untrue to name as labeled, it is mutually agreed that our total liability, upon satisfactory proof, shall be limited to our replacing free or refunding the purchase price. We accept all orders subject to crop conditions, errors in counts and with the understanding that the same shall be void should injury befall the stock because of hail, fire, frost or other cause beyond our control. We reserve the right to ship one grade size substitute.

PICTURE TAGS: We provide picture tags with your tree order. Most varieties are available.

CERTIFICATION: Fruit trees, most flowering and shade trees are virus certified for shipments into Canada.





Wholesale growers of Fruit, Flowering, Shade Trees, and Deciduous Shrubs

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