

## Terms of Business 2018

### Business Days and Hours

The Suncrest nursery office is open from 8 a.m. to 4:30 p.m., Monday through Friday. The nursery gate closes promptly each day at 3:30 p.m. We are closed Saturdays, Sundays and all major holidays.

### Purchases at the Nursery

Though Suncrest is a production-oriented nursery operation, we welcome walk-ins. If you wish for an order to be assembled for pick-up, please call at least one day in advance. Will-call orders may be picked up between 8:00 am and 3:30 pm, Monday through Friday. Otherwise, you are welcome to pick up material on a self-service basis, with an order minimum of \$100. Please check in at the main office when you arrive.

### Shipping

We have weekly delivery routes covering the San Francisco Bay area (including North and East Bay), the Peninsula and the Monterey Bay area. We ship to southern California (including San Diego County) and from Redding to Sacramento every two weeks, and sometimes weekly. Deliveries are made to far northwestern California, the San Joaquin Valley and Sierra foothills, as well as Oregon and Washington. Minimum orders and shipping charges are shown below.

Delivery Area	Minimum for Delivery	Freight Charges
Santa Cruz and Monterey Counties	\$350	4.0%
San Francisco, S. F. Peninsula and East Bay	\$400	4.0%
North Bay (Napa to Marin Cos.)	\$450	4.0%
Sacramento and San Joaquin Valleys, Sierra Foothills	\$500	6.5%
Southern California, Northern Coast	\$500	7.5%
Oregon	\$750	15-25%
Washington	\$750	15-25%

**Job Site Deliveries:** The minimum order for job site delivery to any area in California is \$550. Delivery charges include the listed freight for that area and a \$75 delivery surcharge.

Orders for regular customers can normally be delivered within 3-4 days of our sales visits. Your sales representative will notify you of the probable delivery date. Additions to your orders are gladly accepted, and every effort will be made to accommodate your needs.

Tight delivery schedules and traffic delays make it increasingly important that our drivers receive assistance in unloading plants at your delivery site. Your cooperation will help us to hold down delivery charges.

### Availability

All orders are taken subject to the availability of stock. We publish weekly availability lists, distributed to all of our regular customers by email or fax. These are also available at the nursery for visitors and will be mailed or faxed in response to special requests. Finally, they may be downloaded from our Web site in Adobe Acrobat (.pdf) format; please ask a sales person for the necessary user name and password. When ordering from these lists, please understand that estimates on the more popular items are often quickly outdated. On the other hand, there are always many items in lots too small to include on the lists.

**Price Changes**

We cannot guarantee advance notice of price changes to occasional customers. However, we will attempt to keep our regular customers informed of impending changes.

**Credit**

We are pleased to open credit accounts to established commercial nurseries able to provide satisfactory references. Customers who do not have an open account are welcome to pay by check or credit card. Visa, Mastercard, Discover and American Express are gladly accepted. COD customers will be asked to provide a backup credit card authorization. Forms are available from the sales office.

Unless explicit arrangements are made to the contrary, all balances on open account are due net 30 days from the date of invoice. Balances remaining unpaid after this date will be assessed a charge of 1.5% per month, 18% per annum, to help defray additional accounting and borrowing costs. If extraordinary circumstances affect your ability to meet our payment terms, PLEASE call us immediately. You'll find us committed to reasonable, mutually beneficial solutions.

**Warranty, Liability, Complaints**

We warrant all stock to be true to name, healthy and free from serious pests. However, we will be liable only to the extent of the original purchase price of any plant we sell, since plant performance is dependent on climatic and cultural factors beyond our control. We will not be liable for shortages or delay in shipping caused by crop failure, inclement weather, mechanical breakdowns or other contingencies beyond our control. Finally, we will not be liable for consequential, punitive or incidental damages resulting from failures in shipping or plant performance.

Please lodge any complaints within one week of delivery. No adjustments will be made after this period has elapsed. Plants to be returned must be given normal and reasonable care until pickup can be made.