

BUSINESS TERMS

*Our products are for use by commercial and professional growers only.
The customer agrees to the following terms when ordering from Ivy Garth Seeds & Plants, Inc.:*

Payment Terms

Standard terms are payment with order (check, Visa, Mastercard, Discover, American Express). To establish a credit account, please call for a short Credit Application form. Upon approval, invoices are payable 30 days from ship date. A finance charge of 1-1/2% monthly will be added to past due accounts. A charge will be assessed on returned checks.

Minimum Orders and Shipping Guidelines

Seeds: No minimum. Orders under \$100: \$9.75 handling charge will apply. Seed shipping is free by mail for U.S. customers. Charges for expedited or other shipping methods, on your request, will be prepaid and added to invoice.

Plants: Please call for plant information or see our plant website www.plugsandcuttings.com. Plant shipping methods and charges vary. Please ask us, we'll be glad to arrange the most efficient shipping method. We may use alternate methods when necessary, or when weather conditions require.

Prices and Discounts

Prices are in U.S. funds and are subject to change. Volume discounts may be available, please ask.

Acknowledgments, Shortages, and Substitutions

We acknowledge all orders except those booked for immediate shipment. Please check them for any changes. All items offered are subject to crop and availability. We will not substitute without your permission.

Seed Safety, Seed Treatment, Seed Returns

Our seed is not edible, and is suited only for producing plants. Some seeds and plants are toxic. Some vegetable seeds are fungicide treated to enhance viability. Since we have no control over how your seed is stored after leaving our premises, we will not accept returns except in the unlikely event that we make an error filling your order. Please call for return authorization.

Plant Order Changes or Cancellations, Complaints on Plants or Seeds

Since plants are produced to order, no changes or cancellations can be made once propagation has begun or less than 4 weeks before ship date. Complaints on plants must be made within 24 hours of receipt, seeds within a reasonable time.

Warranty and Limitation of Liability

Subject to the limitations of liability set forth here, we warrant that seeds and plants are as described on the container, within recognized tolerances. Our liability is limited to the purchase price. In no event shall we be liable for the crop, or for any loss due to its failure or quality or varietal difference, regardless of the cause. We shall not be liable for loss of any product, profit, or any other indirect special or consequential damages. This warranty is in lieu of all other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose. There are no warranties which extend beyond this. We are not responsible for loss or damage caused by delivery delays due to strikes, acts of war, fire, casualty, inability to obtain materials, or other causes beyond our control. Venue for disputes shall be Geauga County, Ohio. Seeds cannot be exported, directly or indirectly, to any country forbidden by the US government.

Catalog Codes: "BG"=Baby Greens. "UltraClean"=Primed ultra clean seeds for fast uniform germination. ⌘=Cutflower. Shu=Scoville Heat Units (for peppers). "SuperResist"=Highest possible disease resistance.



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