



# BUSINESS TERMS

PLEASE SEND CHECKS TO: GRIMES HORTICULTURE

## PAYMENT TERMS & CREDIT

Customers who prefer to establish credit terms must complete the "LINE OF CREDIT WITH GRIMES HORTICULTURE" section of the "ACCOUNT APPLICATION" form in its entirety. Payment terms are Net 30 from invoice date for those customers with open account status. We accept Checks, Visa, Master Card, American Express, Discover, check by phone, and ACH or wire payments made online or by phone. Sorry, no COD's. For shipments outside of the U.S. or Canada, orders must be prepaid or a letter of credit may be required.

## PAYMENT DISCOUNT

Customers with an established line of credit with Grimes and who's accounts are compliant are eligible to receive the following payment discounts:

**NEW ADVANCED PAYMENT DISCOUNT:** We offer a 4% discount on orders paid when placed with a check or ACH payment and 2% discount with credit card.

**EARLY PAYMENT DISCOUNT:** We offer a 1% order discount on orders paid within 10 Days of the invoice date if paid with a paper check or online ACH payment.

## PAST DUE / SERVICE CHARGES / LATE FEES

A service charge of 2% per month will be assessed on all invoices not paid by the due date. **Accounts over 60 days past due may be charged higher finance charges and a processing fee.** If an account is turned over to an outside collection agency, accounts will be charged for all costs incurred to collect the debt, including legal and collection fees. A charge of \$50.00 will be added for any check returned by the bank.

## PRICES

All prices are subject to change without notice. Prices are quoted in U.S. funds.

## FREIGHT/SHIPPING

**SEEDS: All seed order shipments are \$4.29 for freight,** unless over \$1,000.00 which then become freight free. Bulk farmer market vegetables, such as beans, sweet corn and peas incur a freight surcharge of the order values as freight if necessary due to weight.

## PLANTS, BULBS, SOIL, SUPPLIES TAGS and DROPSHIPED SEED:

Shipping charges, including boxing and handling, will be added to the customer's invoice unless specified otherwise. Additional expenses for winter packing or special handling may require an additional charge. Customers purchasing agree to pay additional fees once final fees are received.

## MINIMUM ORDER QUANTITIES

**SEEDS:** There are no minimums on seed orders. **Orders below \$75.00 will incur a \$10.00 small order fee.**

**SUPPLIES and PLANTS:** These items are subject to established supplier minimums.

**TAGS:** A \$50 minimum per shipment has been established by our suppliers. **Orders below \$50.00 will incur a \$15.00 small order fee.**

## SUBSTITUTIONS

All items are offered subject to availability. We will substitute as necessary to complete orders, unless you specifically request "no substitutions".

## VARIANCES/CLAIMS

**SEEDS:** Seed performance that varies from expectation must be reported to Grimes no later than one week from the date the variance should have become obvious. Any shipment that varies from expectation upon arrival must be reported to Grimes within 24 hours of delivery.

**PLANTS, TAGS, and SUPPLIES:** Any shipment that varies from expectation upon arrival must be reported to Grimes within 24 hours of delivery.

## ORDER RETURNS, CHANGES, CANCELLATIONS

We will not accept returns due to customer error in ordering. All returns, cancellations, and order changes within 30 days prior to shipment may include a \$50.00 processing fee. Returns will not be accepted without authorization and will be returned to you. To obtain authorization, please contact Grimes for an RMA number.

**SEEDS:** We accept seed returns only under the following conditions: 1) Seed must be returned within 14 days of the ship date in the same condition as received, 2) No "opened" seed packages will be accepted for return, 3) No "special ordered" seed will be accepted for return. Special orders include seed not normally carried in our inventory in the variety or quantity requested, 4) No "primed" seed will be accepted for return. 5) All seed returned is subject to a minimum 25% restocking charge.

**PLANTS:** Since plants are custom grown to order, no cancellations will be accepted once production has begun.

**SUPPLIES/TAGS:** If adjustments need to be made, they must be made within 30 days prior to receipt of the supplies. All returns will be charged a 25% restocking fee. Freight charges on returned items will not be credited. Tags returned due to an error on our part or that of our supplier will be given appropriate credit, subject to merchandise being returned in proper condition.

## PHYTOSANITARY CERTIFICATES

Charges for any government-required plant inspections will be added to the customer's invoice.

## WARRANTY/DISCLAIMER

We warrant, to the extent of the purchase price, that seeds, plants, supplies and bulbs sold have been labeled as required by state and federal laws, and that the contents are consistent with the crop description. Due to the skill and facility variations of our customers that are out of our control, we make no guarantee that a grower will achieve the tested level of germination as stated on our seed packets. Grimes Horticulture, Inc., makes every attempt to insure that your order arrives on time and in satisfactory condition. However, we cannot be held responsible for situations which are outside our control, such as weather-related delays, frozen plants, etc. We make no warranty of merchantability and fitness, either expressed or implied. Seller's liability is limited in the amount to the purchase price of such goods, regardless of nature, cause or extent of any loss. In no event should the seller be liable for incidental, consequential or special damages for loss of crops or profit.

## GARDEN LEADER GUARANTEE

The Garden Leader guarantee is a full purchase price money back guarantee to consumers. This guarantee covers the failure of a plant to grow as expected and labeled. If your customer is not satisfied with the growth and garden performance of a Garden Leader variety, have them simply return the original purchase receipt showing date of purchase, place of purchase, price paid, Garden Leader tag and reason for expectation not being met. We will accept their guarantee claims at the end of the growing season. Guarantees are not accepted until October 15th, of the current year. Grimes will take care of all details and funding of the guarantee, not our Grimes grower customers. Consumer customers of yours should send these requests to:

### Grimes Horticulture

Attn: Garden Leader Guarantee  
11335 Concord-Hambden Road  
Concord, OH 44077

This guarantee covers failure of plants to grow as expected, but does not cover plants which have to been subject to any form of neglect, including but not limited to: excess watering, spray damage, failure to water in drought conditions, failure to plant in right climate zone, etc. This guarantee applies to residential use only. We expect the consumer to follow the basic care instructions found on the Garden Leader tag. We reserve the right to request the return of the plants at our cost for cultural evaluations. Limit per household is \$25.00. This guarantee does not cover commercial landscapes or commercial usage.

## CULTURE AND CROP-TIME INFORMATION

Growing information only represents general guidelines. Since the conditions in which your plants are grown are outside of our control, we cannot take responsibility for crop performance and results.

## MANDATORY ARBITRATION

Any claim which purchaser may have against seller arising of or relating to the sale of merchandise shall be settled by binding arbitration in accordance with the commercial arbitration association, said arbitration to be venued in Lake County, Ohio. Purchaser should contact the State Department of Agriculture for information. Typically, a complaint must be filed in time to permit inspection of the seed, crops, or plants. A copy of the complaint must be sent to Seller by registered or certified mail.

## GOVERNING LAW, JURISDICTION, AND VENUE

Any dispute not subject to arbitration and any action to enforce an arbitration award arising out of or relating to the sale of merchandise hereunder shall be maintained in the state or federal courts located in Lake or Cuyahoga Counties, Ohio.

## JURISDICTION RIGHTS

Gardenlife Inc, DBA Grimes Horticulture reserves the right of jurisdiction for all court proceedings. Legal measures by or against Grimes shall only take place in Lake County Ohio.

## LIMITATIONS

This is a wholesale catalog and the products contained herein are intended for commercial growers only.

## GRIMES TRADEMARKS AND COPYRIGHTS ARE PROTECTED

Grimes Horticulture reserves the legal right to protect all of our brand names against use by any other companies throughout the horticulture industry. We will not permit the use of our branded names on any other seed or cutting propagated varieties or in any other classes. Any use of our brand names must have the expressed written consent of Grimes Horticulture.

We will use the most efficient method unless otherwise specified.

**Typographical errors although every precaution is taken to ensure accuracy, errors in price, quantity, and / or specifications may occur in printing. We reserve the right to correct such errors price, quantity, and / or specifications may occur in printing.**