

# Hash Tree Company, LLC

## Terms and Conditions

sales@hashtree.com  
hashtree.com  
877-875-8733

**Note...** All trees are balled and burlapped to local industry standards. Purchaser acknowledges that all orders may be voided or modified by Hash Tree Company should it be unable to fill any order due to causes beyond Hash Tree Company's control. Such causes shall include, but not be limited to, drought, disease, flood, fire, frost, hail or other causes beyond our control. For all purposes, the laws of the State of Idaho apply. Statements in this catalog are informational only, and are not made or given as a warranty of the product in any way. Please contact us or visit [www.hashtree.com](http://www.hashtree.com) for complete details regarding our credit terms and warranty.

**Prices...** Prices are quoted F.O.B. Hash fields. Call for current prices. Prices named are based upon local market conditions and are subject to change without notice. Idaho sales are subject to Idaho State Sales Tax unless customer has filed an Idaho Sales Tax Resale or Exemption Certificate with us.

**Terms...** For those customers not known to us, we require pre-payment until credit is established. Once credit is established, all purchases will be due net 30 days from the date of the invoice. A 25% deposit may be required. Overdue accounts are subject to a FINANCE CHARGE of 2% per month. (24% APR)

**We offer a VOLUME DISCOUNT to our WHOLESALE Nursery Customers based on the following purchases:**

ANNUAL INVOICE TOTAL:	DISCOUNT %
10,000 - 14,999	2%
15,000 - 24,999	4%
25,000 - 49,999	6%
50,000 - 99,999	8%
100,000 - 200,000	10%

**PAYMENTS MUST BE POSTMARKED WITHIN 30 DAYS OF INVOICE DATE TO QUALIFY FOR THE VOLUME DISCOUNT**

**ALL DISCOUNTS ARE INVALID ON ACCOUNTS OVER 30 DAYS PAST DUE**

**DISCOUNTS ARE BASED ON VOLUME AND WILL BE RECALCULATED EACH YEAR**

If any order is cancelled or altered, discounts will be recalculated. The purchaser will pay all costs of collections, including court costs and reasonable attorney fees in the event their account becomes delinquent and it is turned over to any attorney or collection agency for collections. The materials purchased from Hash Tree Company are not payable in installments, but are payable in full, U.S. Funds.

There will be a 20% RESTOCKING CHARGE on all materials returned for credit and/or cancelled or placed on hold by purchaser later than three weeks prior to the shipping date.

### **OTHER DISCOUNTS IN ADDITION TO ANY APPLICABLE VOLUME DISCOUNT**

**4% C.O.D. DISCOUNT:** PAYMENTS MUST BE POSTMARKED no later than the second business day after the shipment is received.

(Minimum \$10,000.00 annual invoice total must be met in order to qualify for discounts.)

### **PREPAYMENT WILL BE REQUIRED UNLESS CREDIT IS ESTABLISHED**

**Shipping...** All shipping is done through reliable transportation companies but is subject to economic and weather conditions. Shipments travel at the expense and risk of the purchaser. Where damage or delay occurs in shipment, claims MUST be made by the customer, to the transportation company, within 48 hours. All freight on shipments will be C.O.D. unless prior arrangements have been made. A surcharge of 10% will be added to any freight amount billed by Hash Tree Company.

**Warranty...** Hash Tree Company warrants that all nursery stock shipped will be true to name and viable at the time of shipment to Purchaser and will replace, on proper proof, all that may prove otherwise. All stock is graded to local industry standards. Aside from warranting that nursery stock shipped will be true to name and viable when shipped, nursery stock is sold "as is" without any other warranty, expressed or implied. Hash Tree Company expressly disclaims any warranty of merchantability, survivability, or fitness for any particular purpose. Upon shipping, all risk of loss is borne by purchaser.

**Claims...** We very much appreciate having reports on shipments as soon as they are received. Claims regarding incorrect counts must be written on the Bill of Lading and all other claims will receive consideration only when submitted to our office in writing within 10 days of delivery. No cash refunds will be issued. If necessary, an adjustment will be made to current or next season's invoice.