



TERMS & CONDITIONS OF SALE

**These are the official Palm Source Pine Island LLC terms of sale.
No other terms, verbal, written, or implied are valid.**

PRICES & AVAILABILITY:

Palm Source Pine Island LLC is a wholesale nursery selling to those in the trade. All prices are F.O.B. Prices are based on present market conditions and are subject to change without notice. The availability of plant material is also subject to change without notice. We offer discounts for large quantity orders; please ask about them when placing your order. All prices are quoted in the field. The prices may be modified based on advertised specials shown on our website or in advertising flyers or emails. Any special price modifications are only for the time period shown on the special. Please note that these specials may change on a regular basis.

TERMS:

Cash, unless credit is established. If you have not established an account with us, please arrange payment prior to shipments. All first time orders are C.O.D. Custom dug orders for new customers require full payment before digging. We reserve the right to request a 50% deposit on any order. Payment methods include cash or company check, cashier's check, money order, bank transfer, or credit card. (We accept VISA, and MASTERCARD.)

If you do not have a credit account already established with us, you will need to send a check with your driver, do an ACH transfer, or make a credit card payment with VISA or Master Card. (A 2.5% Convenience Fee will be charged if you are paying with a credit card.) If you wish to pay with an ACH bank transfer just give the office a call. We will send your invoice with a secure link to enter your bank information and it is never seen by us. It's basically like writing an e-check and is a service that is provided free, there are no fees to pay with an ACH transfer.

We cannot accept a third-party check or a check written to us by your client. Checks must be drawn on the wholesale customer's account. There is a \$50.00 service charge on all non-sufficient funds checks each time a check is refused for payment.

For orders greater than \$2,000 a 50% cash down payment may be required to dig your order. For those who have not established credit with us, the balance is due at pickup. To those who have established credit with us, payment of the order balance is net 15 days or net 30 days depending on your particular credit account. To establish credit with us, please contact us for a confidential credit application. The credit application must be submitted at least 45 days prior to requested digging.

Credit accounts are payable at net 15 days or net 30 days. Full Payment is due and expected on or before the due date indicated on your invoice. Overdue accounts will be charged a rate of 2% per month, 24% per annum. Failure to pay the service charge will result in loss of credit. Any overdue accounts will be considered delinquent and will automatically revert to C.O.D. If your unpaid balance extends to 60 days, we reserve the right to withhold any additional plant material until the unpaid balance is cleared. Collection fees will be added to any overdue accounts requiring legal and/or special collection agencies. In the event legal action becomes necessary to enforce the terms and conditions customers agree to Lee County, Florida as the venue of any lawsuit. If Palm Source Pine Island is the prevailing party in such dispute, whether in or out of court, Palm Source Pine Island LLC shall be entitled to all reasonable attorney's fees and expenses incurred in the resolution of such dispute or in collection of the unpaid balance including finance charges.

For the benefit of both the landscape contractor and Palm Source Pine Island LLC, may request information for a preliminary lien notice as to developer, owner, general contractor and lender on all job sites where material is provided on credit. A release will be issued upon full payment of the account.

ORDERING:

Orders may be placed by phone, mail, email (office@palmsourcepineisland.com) or by personal tagging. We reserve the right to cancel any stock ordered should quantities, sizes or varieties of the material listed not be available due to circumstances beyond our control. Orders are subject to growing conditions, errors in count, and with the understanding that orders shall be void should injury befall the crop due to acts of nature, vandalism, or any other act beyond Palm Source Pine Island LLC's control.

VOLUME DISCOUNTS:

Palm Source Pine Island offers some volume discounts to qualified customers on invoiced items with the exception of freight, sales tax, or items at net pricing. Discount may be taken at the time of payment; however, volume discounts cannot be taken for any invoice that is not paid in terms. All accounts need to be current to receive discounts. If your account is overdue, you will lose your discount for the year. Any NSF check will disqualify a discount taken.

ACCEPTANCE OF ORDER:

Please provide us with the Want-Date at the time merchandise is ordered. We will try to have the material ready on that date unless you notify us to the contrary within one (1) week of the Want-Date. Pick-up delivery and independent trucking arrangements should be in accordance with this Want-Date. Customers will be notified by phone or email to confirm the readiness of the material.

All accepted orders are subject to crop and labor conditions. We reserve the right to cancel any part or all of any order in the event of crop loss, incorrect count, quantity limitations, shortages, insect and disease injury, freezing, drought, hurricane, thunderstorms, inclement weather etc. or any other acts of nature beyond our control. We also reserve the right to cancel because of strikes, the unavailability of labor or equipment, or any similar cause beyond our control. If we are holding trees for you with a deposit and are unable to provide those trees due to such causes your deposit will be returned in full. Any deposit for trees held is subject to forfeit if merchandise is not taken in accordance with the original contract.

CANCELATION OF ORDERS:

Please order carefully!

Any cancelations must be made in writing (email acceptable) and must be received by us before expected digging date. If an order has been dug and then is cancelled by the customer, the customer is responsible for a cancellation and restocking fee of 35% of the total cost of the order. Customer will be charged a service fee of 35% on any tagged trees that are cancelled.

No salesperson or representative is authorized to alter these terms in any way unless confirmed in writing by our Operations Manager or other company officer. We do not accept any returns of plant materials whether ordered in error, in excess of job requirements, or materials cancelled by your customer.

PICK-UP AND DELIVERY:

We request that you call our office and schedule a suitable time for pick-up of your material. All trucks should arrive for loading between the hours of 8:00 a.m. and 3:00 p.m. Monday through Friday. Other prearranged times may be available with prior approval and consent of the Palm Source Pine Island LLC Manager of Operations. There may be an additional fee applied for pickup outside of regular loading hours. Palm Source Pine Island LLC reserves the

right to postpone any loading due to inclement weather, labor, mechanical or equipment problems.

Customers may arrange, pay for, and coordinate their own shipping or delivery service can be arranged by Palm Source through an independent agency for trailer-load quantities. When using independent trucking companies, we can supply you with the phone numbers of trucking companies so you may obtain freight rates and supply them with directions. Ordinarily, independent truckers require C.O.D. payment. Should customer desire Palm Source Pine Island LLC to make arrangements for shipment we can do so for a fee and shipping will be included in your invoice. Once shipping has been scheduled at your request with an independent trucking company customers will be charged a 35% shipping cancellation fee if the job is cancelled.

Plants become your property upon delivery to the independent carrier. We cannot be responsible for loss, damage, or delay in transit. All merchandise travels at the risk of the buyer and carrier. No invoice adjustments will be made on anything unloaded without calling us before the driver leaves the delivery location. No claims about material shipped will be entertained after the driver leaves customer's establishment or delivery location. Due to the size of a majority of our material C-Flat trailers or flat bed trucks are recommended. Material with foliage should be protected during transportation.

GUARANTEE:

We make every effort to provide our customers with healthy, vibrant, high quality trees. Since we have no control of the product after it leaves our fields we can give no guarantee expressed or implied as to the life and productiveness of any nursery stock once it leaves our farm. All sales are final at time of purchase. No liability is assumed by seller for delay or failure to deliver due to conditions or contingencies beyond our control. Liability in all instances is limited to the purchase price.

FLORIDA SALES TAX:

We are required to collect Florida state tax on all sales picked up or delivered to a point in Florida unless a properly executed sales tax exempt certificate is provided. Pick ups are charged at a FL 6% sales tax rate. Deliveries will be charged the tax rate of the county to which the load is being delivered. A tax-exempt certificate must be on file in our office prior to invoicing the sale for any tax-exempt sales. Tax-exempt certificates need to be updated with our office on a yearly basis. Deliveries to out-of-state customers are Florida tax-exempt. Unless we are provided with a valid exemption certificate, out-of-state sales are subject to FL sales tax if the customer picks up the plant material. All goods and/or services are subject to Florida Sales Tax where required by law and the customer is responsible for any fees, fines, or interest incurred by Palm Source Pine Island as a result of non-payment of tax by customer or reliance by Palm Source Pine Island on an invalid certificate of tax exempt status.

Placing an order with Palm Source Pine Island LLC acknowledges that I have read and agree to the Palm Source Pine Island LLC Terms & Conditions.

Office phone: 239-283-9500 Office email: office@palmsourcepineisland.com