

# ARC Ferns, LLC

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www.arcferns.com

## Terms and Conditions

### *Prices*

1. Prices do not include shipping and boxes.
2. Prices are F.O.B. Apopka.
3. Discounts will apply for brokers and volume buyers.
4. Prices are subject to change without notice.
5. Special inspections and extra documentation (if required) will be charged in addition.

### *Minimums*

3 trays per shipment, or 1 box

### *Packaging*

Boxes	Size	Aver. Dim	Cubes	Price
Pack up to 3 trays	22x12x12	23 lbs	1.83	\$9.00
Pack up to 6 trays	25x21x12	45 lbs	3.64	\$18.00 * LTL ONLY

### *Warranty and Claims*

1. We warranty to the extent of purchase only, that all nursery stock is sold true and as described within recognized trade tolerances.
2. It is the customer's responsibility to examine the plants immediately upon delivery, and file any claims due to transportation damage with the carrier.
3. Any other claims must be filed with ARC Ferns within 24 hours of delivery so that an inspection may be conducted.
4. BY ACCEPTING THE PLANTS, THE CUSTOMER UNDERSTANDS AND AGREES THAT IN THE EVENT OF ANY CLAIMS OR LITIGATION, HIS SOLE AND EXCLUSIVE REMEDY SHALL BE LIMITED TO A REFUND OF THE PURCHASE PRICE OF THE PLANTS ALLEGED TO BE DEFECTIVE.
5. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ARC Ferns, LLC WILL NOT BE LIABLE FOR DAMAGES OR INJURIES TO ANY PERSON OR PROPERTY, AND UNDER NO CIRCUMSTANCES SHALL ARC Ferns BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
6. Any claim or litigation shall be governed, construed and enforced according to the laws of the State of Florida.

### *Payment Terms and Discounts*

1. For our customer with established credit our terms are NET 30. Major Credit card payments are welcome.
2. If credit has not been established, CASH IN ADVANCE, C.O.D., OR MAJOR CREDIT CARD.
3. Finance charge of 1.5% per month will be assessed to delinquent accounts.
4. Florida jurisdiction, legal fees and court expenses will be included in all claims of unpaid invoices.
5. Sales Tax certificate is required from all customers.
6. Cancellation 8 weeks prior to shipment.
7. Restocking charge: 5% of sales value charged on any order already staged and/or packed and not picked up on specific date.
8. All price discounts will be cancelled if payment is received 15 days past agreed terms.

**ALL OUR PRODUCTS ARE CALIFORNIA AND CANADA CERTIFIED. WE SHIP INTERNATIONALLY.**