

GENERAL INFORMATION

Plant availability varies. Bare root stock is available most of the year. Hard goods are available year round. Pricing is subject to change without notice; price changes will be reflected in our price lists as they are updated. Check our websites, www.oregonaquatics.com and www.southwestaquatics.net, for the most recent price and availability lists, and for additional information on our products. Our websites are also an excellent source of information for your customers.

Oregon Aquatics' truck delivery schedule along the I-5 corridor from the southern Oregon border to the northern Washington border is every one or two weeks from late March to September, and to parts of eastern Oregon, eastern Washington, and Idaho every one or two weeks from late April through August. Southwest Aquatics' delivery schedule depends on demand; our delivery territory includes California, Nevada and Arizona. We also frequently run trucks out of season, as needed. Between deliveries we are happy to ship supplies, floating and submerged plants, and bare root plants. Water hyacinths and lettuce usually ship well. Potted stock is best delivered on our own trucks. *For delivery terms, please refer to "Terms of Sale".*

Outside our regular delivery routes, there is no charge for shipping most hard goods orders over \$1,200.00 to Or, Wa, Ca, Id, Mn, Wy, Nv, Co, Az, NM. This does not include Pond Liner, Liner Racks, Pre-Formed Ponds, Filter Media, or plants. Liner pricing is different for pick-up than it is for delivery on our own trucks.

We ship bare root, floating and submerged plant stock, and supplies. Customers outside our delivery area will automatically receive our bare root price list.



TERMS OF SALE

--Wholesale Only--



The minimum order for shipping or pick up is \$100. Customers in states requiring a phytosanitary certificate will be charged the cost of the certificate. Wholesale accounts are limited to businesses with both a resale license and a nursery or landscaping license. Copies of both must be provided for our files.

The minimum for free delivery on our truck is \$500 of potted aquatic stock, or \$1200 in any combination of aquatic stock and supplies. Deliveries under minimums will be charged a \$35 delivery fee. Customers outside of our regular routes or times will be delivered to on a case-by-case basis, time and space allowing, and will be charged a delivery fee.

UPS or FedEx orders will go ground within 500 miles for hardgoods and 2-Day or 3-Day express for Plants. Greater distances go UPS 3rd day, 2nd day or next day. Large plant shipments may be shipped air freight at customer's request. Customer pays all shipping/handling charges, unless otherwise specified. **We are not responsible for shipping delays which occur after the shipment is accepted by the shipping company. Resolve shipping delay disputes with the shipping company** (UPS does not guarantee live product in the event of delays).

Certain species of aquatic plants may be prohibited by law for sale in your state. While we try to monitor state laws, please assist us by checking with your state department of agriculture on aquatic plant regulations.

We charge for all color picture labels and signage of our plants. Refer to price list for particulars.

MasterCard and VISA cards may be used for payment and will be charged before invoicing or shipping. Customers using a credit card on an invoice are not eligible for invoice dating.

Limited credit may be extended to wholesale accounts upon approved credit application, current signed personal guarantee and signed copy of Terms and Conditions of Sale form. Accounts without credit approval are COD or Paid-in-advance only, at our discretion. New accounts and accounts with a history of returned checks will be COD cashier's check.

Payments must be received, in our office, within 30 days of the date of the invoice. Outstanding invoices will accrue interest charges of 2% per month. **Past due or over limit accounts will be shipped COD or Paid-in-Advance only, at our discretion.** There will be a \$25 fee for returned checks. All payments without remittance advice will be applied to the oldest invoices. Credit memos will be applied only at the customer's direction.

The seller warrants the goods to be as described, and healthy at time of shipment, but does not warrant flowering or other planting, growing, or forcing results. Except as stated herein, Seller gives no warranty, expressed or implied, as to quality, productiveness, or any other matter of any plant material; nor is Seller in any way responsible for the crop. The Seller has the right to substitute with good or better varieties and sizes, unless instructed otherwise by the Buyer.

All claims hereunder shall be deemed waived unless presented within ten (10) days after receipt of goods. Claims relating to damage to or condition of goods shall be noted at time of delivery on invoice or equivalent, stating full particulars. In the event of missing, defective, or non-arrival of goods at destination, buyer must notify the driver/carrier first, and items noted on invoice at time of delivery. All claims will be reviewed by our office, and credit or refund will be issued as applicable. Any questions should be directed to the corporate office. **Returns are allowed only on damaged or defective items under warranty and must first be authorized by the corporate office.** We will charge shipping on replacement plants. **Drivers/carriers are not authorized to issue credit's or accept returns.**

Special orders will be handled on a case-by-case basis and will require money down and possible extra freight charges. There also may be other applicable up-charges. In addition, special orders may not be cancelled, refused, or returned. There are no exceptions.

Any orders placed by Buyers shall be subject to these terms, including verbal and faxed orders.

Seller and Buyer agree that the contract for the sale of goods from Oregon Aquatics, Inc. is made in the State of Oregon, venue of any action shall be Lane County, and Oregon law shall govern the contract, and that the contract for the sale of goods from Southwest Aquatics, LLC is made in the State of California, venue of any action shall be Tulare County, and California law shall govern the contract.