

Terms of Sale

Download Aris Keepsake Plant® s complete Terms, Claims, Cancellation policy [HERE](#).

POLICY FOR FILLING ORDERS. Aris Horticulture, Inc. (Aris) and its branded divisions (Green Leaf Plants® and Keepsake Plants®) will endeavor to fill orders as requested and to make such substitutions as may be necessary with varieties similar to those ordered.

CANCELLATIONS - PENNSYLVANIA-GROWN PRODUCTS (Perennials, Grasses, Herbs, Garden Mums, Other). This product is **grown to order**. Any cancellations or reductions must be made prior to production beginning. Value of any cancellations/reductions made after the required lead time will remain the customer's responsibility. **Lead times for cancellations/reductions PRIOR TO REQUESTED DELIVERY WEEK ARE:** GARDEN MUMS & ASTERS - 5 weeks; PERENNIALS, GRASSES & HERBS - lead time varies by variety and size. Aris reserves the right to charge a 50% restocking fee on any product that is in process when cancelled. Shipments refused at time of delivery will be invoiced at the full amount.

Will Call: Orders not picked up on the designated ship week will be subject to a 10% handling fee. Orders not picked up by the end of the following week will also be subject to a 50% restocking fee.

CANCELLATIONS - FLORIDA-GROWN LINERS. This product is **grown to order**. Any cancellations or reductions must be made prior to production beginning. Value of any cancellations/reductions made after required lead time will remain the customer's responsibility. **Lead times for cancellations/reductions PRIOR TO REQUESTED DELIVERY WEEK ARE:** HIBISCUS (48-tray, 2 cutting and 4" Quick Start) and MANDEVILLA 72- tray - 12 weeks prior. HYDRANGEA (Liners and Unrooted) - 4 weeks prior. MANDEVILLA 4.5" PF - 25 weeks prior. AZALEAS Ready to Force - 6 weeks prior. POT MUMS (Pull and Pack) - 8 weeks prior, GARDEN MUMS and ASTERS - 5 weeks prior. UNROOTED IGLOO MUMS - 28 days prior.

CANCELLATIONS - FINISHED PRODUCTS/DORMANT AZALEAS/FLOWERED AZALEAS. Total cancellations/partial cancellations must be made by 3:30 p.m. EST Wednesday, 1 year for trees/16 weeks for all other products forms prior to the delivery date on the sales acknowledgement. Cancellations made after this time will be charged a 50% restocking fee. Refused shipments: Shipments refused at time of delivery will be invoiced the full invoice amount. **Will Call:** Shipments not picked up on the designated pickup date will be charged full price.

PRICES. Prices are subject to change without notice.

PLANT TAGS. Aris Horticulture, Inc. plant varieties must be sold with Aris-approved plant tags unless express permission is granted for an alternative tag. Plant varieties requiring tags include Tradewinds® Hibiscus, Keepsake® Azaleas and Rozaleas®.

CREDIT TERMS. Payment is due on or before the 30th day after invoice date. A Finance Charge of 1.5 percent (18 Annual Percentage Rate) of the amount due for each shipment will be added to statements for payments received after the 30th day after invoice date upon approved credit. In the event of litigation to collect a delinquent account, the Finance Charge shall be at the maximum rate allowed by law.

TRANSPORTATION CHARGES. All delivery charges are F.O.B. shipping point unless specified otherwise.

PHYTO FEE. Phytosanitary Fee may apply as applicable per your state.

CUSTOMER/DISTRIBUTOR ARRANGED TRANSPORTATION: Any and all transportation arranged by the customer and/or distributor will be done so with the customers consent and acknowledgement that Aris Horticulture, Inc. will not be held liable for any claims due to shortages, damages or credit for quality related issues.

LOSS AND DAMAGED SHIPMENTS. All shipments should be accepted from the carrier regardless of condition. If damage is apparent, or if the shipment is delivered short, a notation to that effect should be made on the carrier's delivery receipt. If damage is of such a nature that it is not discovered until the boxes are unpacked, the carrier's agent should be notified and arrangements made for an inspection. This should be done immediately after the discovery of the damage, but no later than 48 hours after discovery to your distributor rep for Green Leaf Plant product or to 330.745.2143, Ext. 2611 for finished Keepsake Plants product; Ext. 2534 for Florida-grown liners.

CLAIMS. At Aris Horticulture Inc. we continue to strive to bring you the best quality plant products possible. Despite our rigorous attention to growing, packing and shipping details, we realize there are times when our product does not

arrive in perfect condition. Therefore, follow a few basic procedures upon receiving your shipments to insure that any problems receive prompt resolution.

GREEN LEAF PLANTS PRODUCTS. Report any claims concerning product quality or shortages, and include photos to document the nature of your claim, within 48 hours to your distributor rep. Failure to notify your distributor rep promptly may result in delay or refusal of claim. Please be aware that vernalized plants may be dormant or just emerging from dormancy. Such plants will outperform those that have not had a cold treatment, but may take some time to resume active growth.

KEEPSAKE PLANTS PRODUCTS. Shortages: Be sure to accurately count your boxes when they are received. A signature is required upon delivery and if you sign for a certain amount of boxes, you are accountable for that amount. If you receive your delivery after hours, please be sure to count your boxes, note any discrepancies on the waybill, sign the waybill and fax it to us at 330.745.3098 or email it to us at lisa.waschmann@arishort.com. Credits for shortages will not be honored if a signed waybill noting the shortage is not on file with us. Shortages must be reported by 12:00 p.m. EST next business day. Damage to boxes: be sure to examine your boxes for visible damages when they are received. A signature is required upon delivery. Visible **damage to the boxes** must be noted on the waybill. If you receive your delivery after hours, please be sure to examine your boxes, note any damages on the waybill, sign the waybill and fax it to us at 330.745.3098 or email it to us at lisa.waschmann@arishort.com. Photos are required when reporting visible box damage issues. Credits for visible box damage will not be honored if a signed waybill noting the box damage is not on file with us. **Product Quality** issues must be reported within 48 hours of receipt of the product to 330.745.2143 Ext. 2611 for finished Keepsake Plants product; Ext. 2534 for Florida-grown liners. Specific details of the quality issue must be provided. This includes: variety name, container size and exact details of what the quality issue is. Photos of the product must accompany your claim. This not only helps us identify any potential Issues so we can correct our production or shipment process, it also strengthens any quality claim you may have. Credit for product quality issues will not be honored if not reported within 48 hours with photos.

ALL PRODUCTS. Do not simply short pay your account and tell us you encountered delivery or quality issues. This does not help solve any issues that either we or our contracted vendors may have, Credit will not be issued and you will be held liable for this on your account. We understand these procedures may take a few extra minutes of your time, but they are very important to ensure that we have the information needed to resolve problems and to issue credit where warranted, in a timely fashion.

PLANT PATENTS. Varieties protected by U.S. plant patents may not be asexually reproduced without a license. Please contact Aris' agent, Royalty Administration International, at 10501 Ben C. Pratt/Six Mile Cypress Parkway, Suite 103, Ft. Myers, FL 33966 or telephone 800.472.4724 or fax 239.278.4833 for more information.

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LIMITATION OF WARRANTY. Aris Horticulture, Inc. warrants to the purchaser that Aris Products and non-Aris Products shall conform to the description on these pages, and with respect to plants, Aris warrants that such plants will be viable when received. ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED AND INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED FROM THIS CONTRACT OF SALE. PURCHASER SHALL BE LIMITED TO THE AMOUNT OF THE PURCHASE PRICE OF ANY ARIS PRODUCT OR NON-ARIS PRODUCT ON WHICH CLAIM IS MADE AS THEIR EXCLUSIVE REMEDY FOR BREACH OF THE WARRANTY EXPRESSED HEREIN AND FOR NEGLIGENCE AND OTHERWISE. UNDER NO CIRCUMSTANCES SHALL ARIS BE LIABLE TO PURCHASER OR ANY OTHER PERSON FOR CONSEQUENTIAL OR INCIDENTAL DAMAGE.