



Terms and Conditions

Prices:

Prices are listed for the wholesale trade only. Prices are based on present market conditions and are subject to change without notice. Prices are in U.S. funds F.O.B. MacKenzie Farms LLC Naches, WA. Prices listed in the current catalog are effective from October 1 to October 1 of said years.

Terms:

Our regular terms are cash; however, we will be pleased to open credit accounts to established companies. Payment for established accounts is

Net 30 days from date of invoice. Accounts are considered past due 31 days from invoice date and are subject to a 2% interest charge per month, 24% per annum, plus costs of any necessary collection fees. All discounts on invoices become void if payment is not received within terms.

A 50% confirmation deposit is required on orders for new customers, balance of payment prior to shipment. Due to time limitation during March, April, May and June, all new customers will be on a cash basis only.

Orders:

Orders are accepted subject to crop growing conditions with the understanding that orders shall be void should injury befall the stock from causes beyond our control. Orders are considered confirmed only when we receive any required deposits and/or a MacKenzie Farms LLC sales order bearing an authorized signature. \$5,000.00 minimum order.

Cancellations:

Cancellations must be received in writing 60 days prior to confirmed ship date. A 25% cancellation fee will be charged based on the gross dollar cancelled.

Shipping and Packaging:

All stock travels at the risk and cost of the purchaser, if desired please give specific shipping instructions, in absence of such instructions, we will use our best judgment without assuming further responsibility. Packaging charges on all bare root material will be invoices at cost of labor and materials (\$15.00 minimum). All bare root must be shipped by March 20th of said year.

Truck Temperature Recorders:

All shipments will have a temperature recorder placed in the truck box. A \$25.00 fee will be charged to each invoice for the device. It is the responsibility of the purchaser to retrieve the device from the truck and retain the tape for their records. Please dispose of the box, do not return boxes to MacKenzie Farms.

Guarantee:

MacKenzie Farms LLC takes pride in producing quality stock and guarantees that all nursery stock will be in good healthy condition and true to name when it leaves the nursery. We will, upon proper proof, replace any stock that proves otherwise. MacKenzie Farms LLC assumes no other liability, expressed or implied, as to results secured in transplanting, livability or productivity, or any other consequential damages beyond our control.

Claims:

All claims attributed to MacKenzie Farms LLC must be placed in writing within 48 hours after receipt of merchandise. In no case will the liability exceed the original purchase price. All materials become the property of the purchaser when the carrier accepts the shipment and all claims for loss or damage in transit must be made directly to the carrier. If shipping is with an independent contractor, all claims for damage or miscounts must be noted on the shipping documents and returned with the driver.

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