



TERMS OF BUSINESS

The terms and conditions below are for the sale of goods and services by Riverbend Nurseries, LLC unless otherwise specified in writing. Any contract made for the sale of goods and services by Riverbend Nurseries, LLC, is expressly conditional on the buyers assent to the terms stated herein. Notification of objection to any additional or inconsistent terms is hereby given to the Buyer.

PRICES

All prices are F.O.B. Thompson's Station, Tennessee and are subject to change without notice. This price list supersedes all others.

PAYMENT METHODS

Payment is required at time of delivery unless customer is an approved Net 30 Day customer of Riverbend Nurseries, LLC. For your convenience, we accept cash, business check, Visa, Mastercard, or American Express. There is a \$25.00, processing fee for all returned checks. For established Net 30 customers, payment is required 30 days from the date of the invoice. Invoices over 30 days old accrue a finance charge of 1.5% per month (18% annually). Should an invoice become over 60 days old, charging privileges will be suspended until the account is brought to a current status. Habitual delinquency will result in permanent revocation of charging privileges. Customers interested in establishing credit with Riverbend Nurseries, LLC may call and request a Confidential Credit Application to complete and return to Riverbend Nurseries, LLC, 2850 E. Thompsons Station Road, Thompsons Station, TN 37179. Please allow 3-4 weeks for processing of credit applications.

SHIPPING

If you do not specify a preferred carrier, we will arrange for your shipment to be delivered by a trucking company or broker that specializes in hauling nursery stock. For less than truck load quantities, we will help to arrange a combination load. Our stock is packed with the greatest of care; therefore, our responsibility ends upon delivery of goods to the carrier. All stock travels at the purchaser's risk and expense. Freight charges are due at the time of delivery.

CLAIMS

Claims for any cause must be made promptly upon receipt of stock. We will not honor claims after goods have been accepted or when a report is not made in writing to Riverbend Nurseries LLC, within (5) five working days of arrival. In no case will Riverbend Nurseries, LLC be liable for any sum greater than the amount of the original purchase price.

LAW FORUM

It is agreed by both parties that any contract for the sale of goods and services between Riverbend Nurseries, LLC and buyer is made in Tennessee and shall be governed by Tennessee Law. Any action pertaining to the sales shall be venued in Williamson County, Tennessee.

LIABILITY

Riverbend Nurseries LLC, prides itself in exercising the greatest of care in keeping varieties true to name. However, we give no warranty either expressed or implied as to description, productiveness, or any other matter of the nursery stock we sell. It is mutually agreed that our liability for any errors or other causes is confined to replacement or refund not to exceed the original purchase price of the plant. We accept all orders subject to prior sales of stock and crop conditions. Orders shall be void should injury befall our stock from hail, frost, fire, error in count or other causes beyond our control. All orders are accepted without liability for non-performance if labor shortages or delay in transportation should prevent us from making delivery.

LABELING

UPC bar coded tags are available.