



## **TERMS & CONDITIONS**

**PRICES** are for trade only and cancel all previous lists. They are subject to change due to crop conditions, weather, or any other cause beyond the nursery's control. Specimen plants selected by customers are priced individually.

**TERMS** are net 30 days to those with established credit; CASH on delivery to all others. Past due accounts will be subject to 2% per month (24% annual) interest, with forfeiture of possible discounts. FREIGHT cost is due the day of delivery.

**CLAIMS** must be made in writing with the returned copy of the packing slip. Errors made by Mobjack Nurseries, Inc. will gladly be corrected.

**COLLECTIONS** – Seller retains a security interest in all plant material until fully paid for. In the event repossession or collection becomes necessary, customer will be responsible for collection costs and related attorney fees if the account is sent to a 3<sup>rd</sup> party for collection.

**DELIVERY** prices are FOB Mobjack, Virginia. Transportation can be arranged for truck or trailer loads or portions thereof. Freight on partial loads will be prorated according to the size, composition, and delivery point of the order based on our experience. Mobjack Nurseries, Inc. is not liable for any expenses incurred by the customer as a result of shipping delays of plant material.