



GREAT BEAR NATIVE PLANTS (GBNP) TERMS OF BUSINESS

Containers In order to keep costs low and reduce our impact, we reuse many of our containers and trays. It is the customer's responsibility** to return all items listed below to GBNP within 45 days of shipping (unless otherwise arranged with GBNP.) If you are unable to return containers and trays in a timely manner, you will be charged for the replacement cost of the items. **unless otherwise arranged by your sales person**

Containers that must be returned in order to avoid being charged: 7ci, 10ci, 16ci, 25ci, 40ci, 60ci.

We will also reuse Quart, #1, #2, #3, and #5 containers and trays that are plain black and in good condition. QT trays must hold 10 pots.

Shipping and Pick Up We ship plants via UPS, LTL, or full tractor-trailers and we deliver in-house via covered cargo trailer. Plants can also be picked up on-site at no charge.

UPS - only 7ci, 10ci, 26ci, 25ci, and 40. Customer is responsible to file any damage claims directly with carrier.

LTL - no restrictions, all plants and sizes can be shipped via LTL. Customer is responsible to file any damage claims directly with carrier.

Large orders - GBNP works with multiple carriers and independent truck operators to deliver plants. GBNP is not responsible for any damage that occurs during shipment.

In-house deliveries - GBNP deliveries to multiple areas in the Rocky Mountain West including: Western Montana (Flathead to the Bitterroot), Helena, Greater Gallatin, Butte/Upper Clark Fork, Boise and Southern Idaho, Salt Lake City; in-house deliveries may be cancelled due to weather, load size, or other unforeseen circumstances.

Terms and Payments Great Bear Native Plants is a wholesale nursery serving all sectors of the restoration/reclamation and green industry. Standard terms are Net 15 from ship date. A propagation deposit may be required to secure your order. All deposits are non-refundable.

Payment via check or ACH is preferred, credit cards are subject to a service charge. Your salesperson can assist you with all forms of payment.

Checks can be made to:

Great Bear Native Plants, LLC
165A Blue Heron Dr
Hamilton, MT
59840

Late payments will be assessed a 2.5% interest fee for each month delayed.

Credit card payments for \$500 or more are subject to a 4% credit card processing fee and will be reflected as a line item on your order.

Invoicing Your invoice will be emailed to you by your salesperson or GBNP A/P. Please provide an accurate email contact. You may also request that a hard copy be mailed to you. We invoice once a week, so you will generally receive your invoice 5-7 business days after receipt of plants.

Plant Quality Plants will be healthy, root-tight, have an acceptable root-to-shoot ratio and meet or exceed compliance with the 2014 American Standard for Nursery Stock. Plants may or may not be cut back. Any claim that you received substandard plant material must be sent to your salesperson in email or mailed to GBNP within 3 days of receipt of material and include a photograph. No claims will be considered without notification of a problem within this 3 day window, including dormant material. Credit will not be given to plants that have been repotted or planted out.

Cancellations All cancellations must be received in writing, preferably through email at least 10 business days in advance of delivery. We will confirm receipt of your cancellation. If you do not receive confirmation, you cannot be sure your



request was received. Orders canceled or reduced within 10 days of shipment may incur a 20% restocking fee and box fee if shipment has already been boxed.

Plant Orders that Cannot be Filled All orders are subject to natural disasters, crop failures or conditions beyond the control of Great Bear Native Plants. We make every effort to inform you of any pending shortages, as soon as possible.

Order Claim Disputes Great Bear Native Plant's total liability is limited to replacement or credit of purchase price. Any disputed claims will be resolved in the jurisdiction of the state of Montana, in Ravalli County.

Plants Held Beyond Ship Date All orders held beyond 30 days of scheduled ship date will incur a 10% surcharge per month or risk of cancellation, unless prior arrangements have been made. Any stock that perishes during this time is the responsibility of the customer(s).

Restocking Fees and Returns Restocking fees apply to orders that are refused at delivery, canceled within 10 days of scheduled ship date, not picked up, or returned for other reasons other than damage or defect.

Delayed Orders

Orders delayed for 3-6 months from delivery will be charged 5% per month, based on plant value.
Orders delayed 7-12 months from delivery will be charged a 10% per month based on plant value.
Special terms may be negotiated for some orders including delayed over 12 months.

Prices Prices are subject to change. We will honor prices on acknowledged orders to the best of our ability.