

**Terms & Conditions**

**Read Carefully Before Ordering! This price list cancels all previous lists. Prices may change without notice.**

**HOURS:**Monday through Saturday 7:00 AM to 4. All grade standards comply with those adopted by the American Association of Nurserymen.

**TERMS:**A deposit of 25% per tree is required when trees are ordered or tagged for digging except when prior arrangements have been made. Eller Trees, LLC can arrange limited credit terms for the balance due on individual consideration.  **Stated payment terms are Net 30 days for those with established payment history with Eller Trees. All other customer terms are either COD or payment in advance of digging.** Summer dug material must be pre-paid before harvesting. Additional fees may apply depending on weather conditions.

**MINIMUM** **ORDER(s):** No Minimum order for trees to be picked up ~~at~~ the nursery. Orders less than $2500.00 are to be paid for in full at or before pick up. No Exceptions. There is a minimum order of $5000.00 for us to arrange freight.

**ADDITIONAL CHARGES, CHANGES AND CANCELLATIONS:** After stock is dug in spring, a twenty-five (25%) processing fee will be assessed on the total order price for changes and cancellations**.** The remainder of the deposit **may be** refunded, if applicable. There will be no cancellations for Summer & Fall orders after they have been confirmed. All Summer & Fall orders must be shipped by December 31. If cancelled, confirmed Summer & Fall orders will be billed in full as if they were shipped.

**WARRANTIES AND GUARANTEES:***Eller Trees, LLC* GIVES NO WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED, TO ANY CUSTOMER, OR CUSTOMER’S AGENTS, HEIRS, ASSIGNS, SUCCESSORS OR REPRESENTATIVES, OR ANY THIRD PARTY AS TO THE LIFE, DESCRIPTION, QUALITY, PRODUCTIVENESS, MERCHANTABILITY, FITNESS FOR PURPOSE, OR FITNESS FOR PARTICULAR USE, beyond the description of the plants as true to name, properly grown and graded at the time of purchase.

**LIMITATIONS ON LIABILITY:**In the event a claim or dispute arises, *Eller Trees, LLC* may only be held liable for a sum equal to or less than the amount originally received for any stock. Claims will be considered on paid in full orders only, if received in writing within ten (10) calendar days from the date of shipping, at Eller Trees, LLC, 3109 Bethany Rd McMinnville, TN 37110. Furthermore, we shall not be liable for shortages or delays resulting from circumstances beyond our control. We will replace or refund the amount paid for any nursery stock which is proven to be untrue to variety or description under which it was originally sold. In no instance shall Eller Trees be liable for freight charges.

**RISK OF LOSS AND SHIPPING:**Risk of loss to all nursery stock will **PASS** to the **CUSTOMER** at the time such stock is **LOADED for SHIPMENT**. *Eller Trees, LLC* can arrange shipment. In the event *Eller Trees, LLC* arranges for shipment of stock, the customer will be responsible for all transportation charges covering costs, and losses or injury to stock not resulting from the negligence of *Eller Trees, LLC* or its employees, and any other expenses reasonably incurred in the transportation of the customer’s order. All transportation costs must be paid in cash to the driver upon delivery. Trucking charges can be quoted upon request.