

TERMS AND CONDITIONS

PRICES in this catalog are intended for the trade only and are subject to change without notice. **All prices are F.O.B. Jayker Wholesale Nurseries Inc.** Prices do not include federal, state, or local taxes, which are the Buyer's sole responsibility. Volume discounts are available; please see schedule listed in catalog.

PAYMENT: Net upon shipment unless credit has been established with Jayker Wholesale Nursery. Jayker accepts checks with current address and phone number, Visa and MasterCard. For customers with established lines of credit, invoices are due 30 days from the invoice date unless otherwise noted. New customers that want to open an account please contact a Jayker salesperson or the administration office for a cash or credit application. A 25% deposit will be expected on the first order for a new account.

If you have not paid your account by the Due Date, it will be considered past due and we may restrict further credit privileges, including loss of discount and placing your account on COD status without further notice. Past due invoices accrue finance charges at the rate of 1.5% per month (18% per annum) from the Due Date. You agree to pay all finance charges accrued on the account according to these terms, as well as any and all collection costs and attorney fees we incur in collecting past due sums from you.

FEES:

Orders for plant material held for more than 30 days are subject to a non-refundable 25% deposit that will be applied to the invoice total.

Any cancellations for plant material will be charged a 20% restocking fee.

Returns will be accepted with a 20% restocking fee, provided plant material is in good condition. Damaged or stressed plant material will not be accepted for return.

Special Orders are plant material not normally carried by Jayker Wholesale Nurseries and a 50% deposit will be required prior to ordering any material.

WARRANTIES AND SELLER'S LIABILITY: Seller warrants its plant materials are of the varieties true to name. Upon proof of Seller's satisfaction that the plant materials delivered to Buyer are not of the varieties described as acknowledged, Seller, at its discretion, will either replace such plant materials or refund the purchase prices. In no case shall Seller be responsible for consequential or special damages, regardless of whether the problems or defects are discoverable or latent. Shipment of replacement plant material is F.O.B. point of origin at Seller's discretion.

Buyer to Seller must submit any claims concerning incorrect counts, sizes or varieties, in writing, within **10 days** (for claims relating to mortality, **30 days**). This warranty does not apply to plant material damaged or injured during shipments on contracted carriers, or due to the Buyers negligence, improper care, unreasonable use or abuse. Under no circumstances shall Seller be liable for any amount greater than the original purchase price.

The forgoing warranty is in lieu of all other warranties, expressed or implied, including but not limited to, implied warranties of merchantability and fitness for a particular purpose. Replacement of purchased plant material is Buyer's exclusive remedy under this warranty and in no case shall Seller be responsible for consequential or special damages, regardless of whether the problems or defects are discoverable or latent. Shipment of replacement plant material is F.O.B. point of origin at Seller's discretion.

CONTINGENCIES: Seller's order acceptance (order acknowledgement) and liability is subject to Seller's crop growing conditions. It is made with understanding that orders may be voided or modified by Seller should Seller be unable to perform any terms or conditions of the acknowledgement due to causes within or beyond Seller's control. These include, but are not limited to drought, flood, fire, frost, hail, errors in count, labor relations, government regulations and restrictions of any kind or the inability to obtain materials and supplies.

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SHIPPING: Via Jayker Wholesale Nurseries trucks

We are able to ship locally or Out of State using our own fleet of trucks and company drivers. Our trained staff of drivers will make sure that your plant material arrives in excellent health and form.

SHIPPING CONTRACTED CARRIER:

Shipments are F.O.B, and therefore, ***travel at the risk and expense of the Buyer***. Where damage or delay occurs in shipment, claims should be made to the transportation company immediately.

LOCAL DELIVERIES:

To help you save valuable time, we can deliver all of your nursery stock directly to your job site or holding yard. We normally can deliver throughout the area with 2 working days notice (except in Spring, when we need 1 week notice). There is a \$50.00 delivery charge within a 30-mile radius of the nursery for deliveries with a minimum order of \$350.00. **We do not provide equipment for unloading.**

TAGGING TREES:

To allow personalized selection for pick-up or deliveries, trees can be “tagged” for 30 days. If we don’t hear from you within 30 days with a firm delivery or pick-up date, the plant material will again become available for sale. We will make every attempt to hold these plants, but can’t guarantee the tags won’t be removed or the items sold. If your customers prefer to choose the stock you must be here to assist them.

CONTRACT GROWING: Jayker Wholesale Nurseries are available for contract growing. Please contact us for more information.

PURCHASED PLANT MATERIAL: Jayker Wholesale Nurseries grow the majority of the finished plants it offers for sale. However, due to several factors, including but not limited to growing conditions, we at Jayker Wholesale Nurseries feel it is necessary to purchase some finished plants to complement our product mix.

USDA Hardiness Zones

Zone 1: Below - 50°F

Zone 2: -50° to - 40°F

Zone 3: -40° to - 30°F

Zone 4: -30° to - 20°F

Zone 5: -20° to - 10°F

Zone 6: -10° to - 0°F

Zone 7: 0° to 10°F

Zone 8: 0° to 20°F

Zone 9: 20° to 30°F

Zone 10: 30° to 40°F

Zone 11: Above 40°F

JAYKER WHOLESALE NURSERIES DISCOUNT SCHEDULE

DISCOUNTS are available on all regularly priced material grown by **Jayker Wholesale Nurseries, Inc.**, and **Brokered Material**. The total volume of purchases determines your discount rate during the current calendar year. (Jan. 1 – Dec. 31). We will review your account each month and increase your discount rate as it is earned. Each invoice will show the discount available and that discount amount may be deducted at payment.

Discounts are available only when invoices are paid within terms.

Your discount level will carry over to the next year but may be reduced if purchase volume drops significantly. Jayker Wholesale Nurseries reserves the right to modify discounts at any time.

Discounts are available only on purchases paid for within 30 days of invoice date. Discounts will not be applied to any invoices on accounts with any past due balance. Discount available will be printed on each invoice.

JAYKER PLANT & TREE DISCOUNT SCHEDULE

2% \$2,000 -- \$4,000	8% \$20,000 -- \$25,000	14% \$50,000 -- \$60,000
3% \$4,000 -- \$6,000	9% \$25,000 -- \$30,000	15% \$60,000 -- \$70,000
4% \$6,000 -- \$8,000	10% \$30,000 -- \$35,000	16% \$70,000 -- \$80,000
5% \$8,000 -- \$10,000	11% \$35,000 -- \$40,000	17% \$80,000 -- \$90,000
6% \$10,000 -- \$15,000	12% \$40,000 -- \$45,000	18% \$90,000 -- \$100,000
7% \$15,000 -- \$20,000	13% \$45,000 -- \$50,000	19% \$100,000 -- \$120,000
20% -- over \$120,000		

Tree Size and Weight (approximate)

Height	Ball Size	Weight (lb.)# per Truck Load	
4/5'	24"	250	120 - 150
5/6'	28"	350	95 - 110
6/7'	28"	350	95 - 100
7/8'	32"	500	80 - 100
8/9'	32"	500	60 - 75
9/10'	36"	750	50 - 65
10/12'	40"	1000	35 - 50
1.5" – 1.75"	24"	250	140 - 160
2.0" – 2.25"	28"	350	130 - 150
2.5" – 2.75"	32"	500	120 - 130
3.0" – 3.5"	36"	750	70 - 90

4"

40"

1000

45 - 50

Caring for Nursery Stock

- Handle root balls carefully by picking up the root ball, not the trunk. Make sure not to break the root ball. If string was used to tie up the branches be sure to remove it immediately after planting or heeling in.
- If plants are not to be used immediately, heel them in, water and maintain proper moisture. Under watering or over watering are equally detrimental to the health of plant material.

Ribbon Color Code

Deciduous by Caliper

Black	1.5"
White	1.75'
Red	2"
Lime	2.25"
Blue	2.5"
Orange	2.75"
Green	3"
Turquoise	3.25"
Yellow	3.5"
Black	3.75"
Pink	4"

Conifer / Deciduous Clumps by Height

Green	3/4ft
Black	4/5 ft
Yellow	5/6 ft
Red	6/7 ft
Blue	7/8 ft
Orange	8/9 ft
White	9/10 ft
Pink	10/12 ft
Yellow	12/14 ft
Green	14/16 ft

Blue & White Stripe = Park Grade Quality