

Sales Order Acknowledgement – Terms & Conditions
Plantivity, LLC

This document serves as an acknowledgement of your order with Plantivity, LLC. Please review carefully. If any information is incorrect, notify Plantivity, LLC immediately.

By signing below, the undersigned customer or their authorized representative acknowledges and agrees to purchase the specified plant materials from Plantivity, LLC under the terms and conditions stated in this Sales Order.

This acknowledgment must be signed by the Customer or their authorized representative and returned to Plantivity, LLC within 3 business days of the date of this Sales Order. Failure to return a signed copy could result in price increase and or change in product availability.

Terms and Conditions

- **Prepayment/ Deposit Required:** All orders must be prepaid unless credit has been previously approved. Some orders may require a deposit.
- **Credit Terms:** New accounts requesting credit must complete a credit application. All applications will be reviewed and considered. Please allow up to 10 business days for processing.
- **Approved Accounts:** For approved credit accounts, payment is due 30 days from the date of shipment.
- **Late Fees:** Overdue accounts will be subject to a late fee.
- **Credit Status:** Accounts not meeting established credit terms will be reverted to prepayment status.
- **Substitutions:** Any substitutions will be discussed and agreed upon by both parties prior to shipment and will require a revised sales order and signature.

Pricing

Pricing and availability are subject to change until a signed Sales Order is received by Plantivity, LLC. If any changes or substitutions are made the newest signed and dated sales order will be honored.

Adjustments & Cancellations

- Please review your order confirmation promptly and notify us of any changes as soon as possible.
- Cancellations for field-grown material that has been dug will not be accepted.
- All cancellations are subject to a 25% restocking fee.
- Any changes requested after the Sales Order has been signed will be subject to a 25% change fee.
- Orders must be shipped within 1 week of the confirmed shipped or fees may be assessed.
- We reserve the right to cancel or delay shipment of products due to weather-related damage, insect or disease injury, government action, acts of nature, or any other circumstances beyond our control.
- If the specified plant material becomes unavailable for any reason, we will offer the option to substitute with similar material, based on terms and conditions mutually agreed upon.

Claims

- All claims must be noted on the Bill of Lading at the time of delivery.
- Claims must be submitted in writing within two (2) days of receipt of the shipment and must include photographic evidence of the damaged material.
- Any material subject to a claim must be held for inspection. Customer can NOT dispose of any plant material before Plantivity, LLC approval in writing.
- Plantivity, LLC is not responsible for any amount exceeding the purchase price of the plant material.
- We will not consider/ review any claims if your account is past due until balance is current.

Conditions of Sale

- Seller makes no warranty, express or implied, beyond the description of the plant material provided herein, including any warranty of merchantability or fitness for a particular purpose.
- In all cases, Plantivity, LLC's liability shall not exceed the purchase price of the plant material in question.