

Terms & Conditions

Griffin Catalog 2010

UNITED PARCEL SERVICE

We generally recommend UPS deliveries as the best method for shipping, providing these requirements can be met: all UPS shipments require a signature, a street address and a zip code. Please do not ask us to ship UPS unless these requirements are met.

There is a \$10.00 charge per package for all C.O.D deliveries by UPS. We suggest paying by credit card to alleviate this. UPS has incorporated a fuel surcharge into their freight rates that will fluctuate monthly based on current fuel cost. There is a \$25.00 up charge on top of regular freight charges for all Hazardous materials shipped via ground and a \$35.00 up charge on top of regular freight charges for all Hazardous materials shipped via Next day Air. All orders will have a \$3.75 charge for packaging and handling. Any refused C.O.D deliveries will incur a 20% restocking charge.

UPS- DAMAGED SHIPMENTS

If you see that a shipment is damaged upon receipt from UPS, refuse shipment. UPS will return the shipment to us, and we will file the claim and send a new shipment to you. If after opening the package you find concealed damage, call us at once. We will instruct UPS to pick up the package and return it to us for a claim. We will reship your order.

C.O.D. SHIPMENT

Will be made to all accounts with a balance over 60 days.

DELIVERIES

In order to provide you with the best service possible all deliveries made must be signed for, which will ensure the right product and quantities are received. Any shortages or missed shipments must be noted upon receipt of your delivery, so please try to be available on delivery date. All orders for delivery via our trucks must be placed 48 hours, or 2 working days, prior to your delivery day. There is a \$20.00 charge per delivery made by our truck. Multiple orders on one ship date would be subject to just a single charge. Any back orders would not be subject to an additional charge.

MOTOR FREIGHT SHIPMENTS

The original Bill of Lading attached to our invoice indicates that material shipped has now become your property and is an acknowledgment by the transportation company of the receipt of the property in good condition. Safe delivery of this shipment is now the responsibility of the carrier. Please examine your shipment carefully before signing the freight bill. We will be glad to assist in tracing or recovery of lost merchandise.

MOTOR FREIGHT - DAMAGE OR SHORTAGE

If any damage is noted, or if the number of pieces received does not agree with the number on the bill of lading, DO NOT accept the shipment without shortage or damage notated on your freight bill and signed by the carrier's agent (driver). Failure to do so may jeopardize your recovery. If any concealed damage or shortage is discovered when unpacking, leave the material and the packing as is and notify the carrier for a concealed damage or shortage inspection. Consult the carrier for the necessary claim papers and disposition of damaged articles. When checking shipments, compare what was received with packing list or invoice. If there is a shortage due to our counting, **YOU MUST CONTACT US WITHIN 10 DAYS** and provide us with full details.

Claims with motor freight companies must be made promptly. The freight company will not consider a claim unless it is presented within nine months from the date of shipment. The carriers agent will assist you in making that claim. Claims for loss or damaged material and transportation charges MUST NOT be deducted from the invoice and the payment of invoices MUST NOT be withheld awaiting adjustment of such claims, since it is the function of the carrier to guarantee safe delivery.

PAYMENTS

We accept Cash, Check, or the following major Credit Cards: Visa, MasterCard, and Discover. No additional discounts allowed on credit card payments. Credit cards taken after the initial purchase will require a signed form stating that purchaser agrees to a 2% processing fee, charged by Griffin Greenhouse & Nursery Supplies, and will be charged with the balance being paid.

OFFERINGS

Listed are made subject to being available. We will not be held responsible for delays in shipment caused by conditions beyond our control. Applicable substitutes will be made when necessary.

TERMS

Are net 30 days unless otherwise stated. A 1 1/2% per month service charge is added on all overdue accounts. This is an 18% annual charge. Terms are COD where credit has not been established. Returned checks will be assessed a \$20.00 fee. Delayed Payment Plan (dating) will only be extended to accounts with a satisfactory payment record.

DIRECT SHIPMENT DEPOSITS

All material that is shipped Direct from the manufacturer to the customer will require a 30% deposit before the order can be placed with the manufacturer. Depending on the size or complexity of the order you will be required to sign off on a bill of lading to ensure the accuracy and condition of the order.

MINIMUM ORDER- HARDGOODS

For delivery via our trucks we require a minimum order of \$250. All orders under \$250 will incur a \$15 minimum order surcharge in addition to any regular delivery charges. In addition, any order under \$25 will incur a \$5 small order up-charge along with shipping or delivery charges.

RETURNS

No merchandise may be returned without authorization from our office. Merchandise must be returned within 60 days of purchase. Invoice number and date of purchase is required for any/all returns. **A restocking charge of 20% is charged on all returns unless merchandise is defective. ITEMS THAT ARE SPECIAL ORDERED, MADE TO CUSTOMER SPECIFICATIONS, NON-INVENTORY OR NON-STOCK ITEMS, CANNOT BE RETURNED FOR ANY CREDIT DUE TO THEIR SPECIAL NATURE.**

CHEMICAL SHIPPING

No chemicals or controlled products will be left at a customer site without a customer signature. If there is no one available at the time of delivery, the chemicals **WILL NOT BE DELIVERED.**

SALES TAX

Appropriate state tax will be charged based on location of delivery. All items will be charged sales tax unless we have your tax exempt number on file. In compliance with the law, we must charge the tax on all items, which the state designates as taxable even though you have provided us with your sales tax number. If any items purchased are for company use please notify us so the appropriate tax can be charged.

RECOMMENDATIONS

Made by us are compiled from recognized horticultural sources. We are not responsible for damage or failure due to recommendations given by Griffin Greenhouse & Nursery Supplies, Inc.

NOTICE TO PURCHASER

The following is made in lieu of all warranties expressed or implied. Seller's and manufacturer's only obligation shall be to replace such quantity of the product proved to be defective. Neither seller nor manufacturer shall be liable for any injury, loss or damage, direct or consequential, arising out of the use or the inability to use the product. Before using, user shall determine the suitability of the product for his intended use, and user assumes all risk and liability whatsoever in connection therewith. The foregoing may not be changed except by an agreement signed by officers of seller and manufacturer. All terms and conditions listed are subject to change.

PRICES AND TERMS ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Prices at time of shipment will prevail. For current quotations, please call us.

Prices shown in this catalog are current at the time of printing only (December 2009). Prices quoted are FOB Cheshire, CT; Ball Ground, GA; Tewksbury, MA; Gray, ME; Bridgeton, NJ; Ewing, NJ; Auburn, NY; Brookhaven, NY; Schenectady, NY; Morgantown, PA; Richmond, VA; and Knoxville, TN or FOB the factory unless otherwise stated.