

TERMS & CONDITIONS OF SALES

The following terms and conditions of sale (“Terms and Conditions”) form part of every contract for the sale of goods by GroLink Plant Company (“GroLink”) to a buyer (“Customer”). In case of disagreement between the Terms and Conditions on Customer’s invoice and any other current or former terms and conditions, the Terms and Conditions on the invoice will govern.

MINIMUMS

Unrooted:

2000 per order, 100 per variety

Rooted 103-tray:

412 per order, 103 per variety

Rooted 72-tray:

288 per order, 72 per variety

Chrysanthemums Unrooted:

1500 per order, 150 per variety

Chrysanthemums Rooted:

500 per order, 100 per variety

DISCLAIMER OF WARRANTIES; REMEDIES

GroLink disclaims all implied warranties, including merchantability and fitness for a particular purpose. Except as otherwise specifically provided in this paragraph, GroLink disclaims all express warranties. GroLink expressly warrants that the goods are as specifically described in the invoice. No agent, employee or representative of GroLink has any authority to bind GroLink to any affirmation, representation, or warranty concerning goods sold by GroLink and none exists, except if made expressly and in writing.

SUPPLIER'S WARRANTY

Goods sold by GroLink may be covered by the express or implied warranty of the breeder, manufacturer or other supplier to GroLink (“Supplier’s Warranty”). Any claim on or related to a Supplier’s Warranty must be made by Customer to the breeder, manufacturer or other supplier (“Supplier”), and not to GroLink, although GroLink will assist Customer by passing Customer’s claim on to the Supplier. GroLink is not responsible for any claim on or related to a Supplier’s Warranty. GroLink may elect, but is not required, to assist Customer and the Supplier to resolve any claim related to a Supplier’s Warranty; such assistance may include GroLink providing a refund to Customer if a satisfactory credit or reimbursement is provided to GroLink by the Supplier. These Terms and Conditions do not govern the procedure or timing for a Customer to make a claim on a Supplier’s Warranty.

ORDERS AND PAYMENT

Orders are not binding upon GroLink until accepted by GroLink. Prices are subject to change at any time until an order is accepted by GroLink. Customer may not cancel an order except with GroLink's written consent, which may be withheld for any reason. All orders are subject to these Terms and Conditions. Terms in Customer's order, offer or acceptance which are in addition to or not identical with the terms of GroLink's invitation or offer (including these Terms and Conditions) will not become part of the contract unless specifically accepted by GroLink in writing.

Terms of payment are within GroLink's sole discretion. Invoices are due and payable within the time period noted on the invoice (or 30 days, if no time period is noted), measured from the date of the invoice. GroLink may invoice parts of an order separately. Customer agrees to pay interest on all past-due sums at the rate of 18% per annum calculated monthly (1.5% per month) or the maximum rate allowed by law, whichever is less. Customer is responsible for all sales and other taxes associated with the order. If any action is brought by GroLink for the collection of a debt, the terms proscribed under the application for credit govern.

SHIPPING AND TITLE

GroLink makes every effort to insure our product is packaged in the best way possible to withstand possible problems during shipping. However, problems which may occur during transport are out of our control and GroLink cannot be responsible for unforeseeable damages occurring after the product has left our facility. Unless otherwise specifically agreed in writing, delivery of all goods will be F.O.B. the Supplier's point of shipment within a reasonable time. Title to goods and risk of loss will pass to Customer upon delivery to the carrier. Unless Customer specifically instructs GroLink otherwise, the Supplier will make shipping arrangements and select the carrier for Customer, but such carrier will not be the agent of GroLink or the Supplier. If damage appears to have occurred in transit, the claim must be made directly by Customer to the carrier; GroLink cannot resolve, and is not responsible for, any damage that occurs in connection with transportation.

CLAIMS; LIMITED REMEDY

Any complaint or claim arising from goods sold by GroLink must be made in writing to GroLink within 3 days after Customer's receipt of the goods, and GroLink will have no liability with respect to such goods if a complaint or claim is not made to GroLink within that time period. GroLink's liability to Customer, if any, whether based on breach of contract, tort or otherwise, shall be limited to the replacement of purchased goods or, at GroLink's option, to refunding the price of such goods plus transportation charges; in no event will GroLink be liable for any punitive damages or any special, incidental or consequential damages of any type, and Customer releases and waives all claims for such damages. No goods are returnable, except with GroLink's written consent, which may be withheld for any reason.

LIMITATION ON ACTIONS; GOVERNING LAW; ENTIRE AGREEMENT; FORCE MAJEURE

Any action for breach of this contract must be commenced within one year after the cause of action has accrued. This agreement and any sales between Customer and GroLink will be governed by the laws of the state of California, without regard to conflicts of laws rules. All actions or proceedings arising in connection with any sale or sale contract between GroLink and Customer shall be tried and litigated exclusively in the state and federal courts for the County of Ventura, State of California. This choice of venue is mandatory and not permissive, thereby precluding the possibility of litigation between the parties in any other jurisdiction.

Except as otherwise specifically provided herein, and except for the description of the goods and the price, these Terms and Conditions constitute the entire agreement between GroLink and Customer, and they exclusively determine the rights and obligations of GroLink and Customer, despite any statement made, prior course of dealing, custom or usage of trade, or course of performance, and payment under any invoice to GroLink is automatic acceptance of these terms.

In no event will GroLink be liable for any delay or failure to fulfill its obligations arising because of acts of God, fire, labor disputes of any nature, accident, supplier failure or delay, war, insurrection, or other causes beyond the reasonable control of GroLink.

PLANT PATENTS AND REGISTERED VARIETIES

Trademarked or copyrighted names carry a (R), (TM) or (C) after the name. Patented plants are registered cultivars, which are sold under royalty license agreements. Placing an order with GroLink constitutes acceptance by Customer of the terms and conditions of the royalty agreement and the plant propagation license agreement under which the plants are sold. Customer may be required to sign a separate confirming agreement, but Customer is bound whether or not such a confirming agreement is signed. Initial royalty payment may or may not be included with the plant cost. Further propagation is prohibited. Digging, division, and replanting of patented or registered cultivars is permitted to maintain stock with no increase in planting stock. Patent applications and enforcement of patent limitations are the responsibility of the identified breeders;

Customer must contact the breeder directly with any questions or problems about a patent.

ORDERING

All orders must be placed through brokers. Please contact us for a list of our brokers if you do not already have one. Late orders subject to availability. Rooted orders require a minimum of 4 weeks advance notice, unrooted a minimum of 2 weeks advance notice.

CANCELLATIONS

Cancellations or order reductions are only accepted with the following notice:

2 weeks for unrooted chrysanthemums and spring crops

4 weeks for rooted chrysanthemums

6+ weeks for rooted spring crops

Any cancellations made with less than the above notice will be assessed a charge equal to the sales cost of the cancelled product.

TAGS

Available from Mastertag in bundles of 100.

PAYMENT

GroLink accepts all major credit cards. For a credit application with GroLink Plant Company, click [here](#). For a hard copy of the terms and conditions, please click [here](#).