Bethany Farm and Nursery | 229 Seymour Rd. Woodbridge, CT 06525
(203) 877-9324 | contact@bethanyfarmandnursery.com

Trade Terms and Conditions

1. Eligibility & Accounts

- **Professional Status:** Wholesale pricing is strictly reserved for licensed landscapers, designers, architects, and retail garden centers. All qualified wholesale buyers must be able to present a Federal Tax ID and a State Reg. Number.

2. Pricing & Payments

- **Market Fluctuations:** Prices are subject to change without notice based on crop availability and market conditions.
- **Payment Methods:** We accept cash, check, credit, or debit card. Customers paying by credit card must present the physical card in their name at the time of payment. For check payments, a photo ID is required at the time of purchase. A $35.00 fee will be applied for all returned checks.
- **Payment Terms:** All orders are **COD (Cash on Delivery)** unless alternate terms have been agreed to with the nursery prior to pick-up.
- **Returns:** Returns are accepted within 24 hours of purchase and are subject to a 20% restocking fee. They must be returned in a healthy condition and not removed from the original container. Special order items are non refundable and non returnable. All returned plant material must be tarped in transit.

3. Ordering & Cancellations

- **Tagging:** Any material in our yard that you wish to tag must be done so with a nursery associate. We will hold tagged material for 14 days. After 14 days, tags on material will be removed, unless alternate arrangements have been made.
- **Order Staging:** Once an order is pulled and staged for pickup/delivery, it must be collected within **5 business days**.
- **Special Orders:** While we try to maintain a wide selection of plant material and suitable substitutes, we also have access to a wider range of landscape plants and trees from reputable growers across the country. Please call or email and we will do our best to locate and quote any items or sizes that we don't have in stock for you. A 50% deposit is required.

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- **Cancellations:** Orders canceled after being pulled will incur a **20% restocking fee on B&B material**. Custom-grown or special order items cannot be canceled once the deposit is paid.

4. Delivery & Pickup

- **Job-Site Delivery:** Delivery is available for a fee based on mileage and equipment required. Delivery fees are quoted on a per-job basis. Our drivers are responsible for curbside or tailgate delivery only. The buyer must provide adequate labor or machinery to offload materials upon arrival.
- **Risk of Loss:** Risk passes to the buyer once the material is loaded onto the buyer's vehicle or offloaded at the delivery site.

5. Claims & Quality Guarantee

All plant material is sold "as-is" at the time of transfer.

- **Inspection Period:** Buyers must inspect all material upon receipt. Claims for shortages, damage, or poor quality must be made **within 24 hours** of pickup or delivery.
- **Exclusions:** We do not guarantee the survival of plant material once it leaves our care, as we cannot control soil conditions, irrigation, or professional planting techniques.

6. Warranty Limitations

Important Note: Bethany Farm and Nursery makes no warranty, express or implied, regarding the "livability" or future growth of plants. Our liability is strictly limited to the **original purchase price**.

7. Force Majeure

Bethany Farm and Nursery is not liable for failure to fulfill orders due to "Acts of God," including but not limited to: crop failure, extreme weather, pest outbreaks, or transportation strikes.

8. Farm Safety

While we endeavor to maintain a separation of our retail and wholesale business and traffic flows, there are areas of overlap on the property. Please be mindful that there may be children and retail shoppers around the yard during business hours.

- **Speed Limit:** Please limit speeds to 10 mph while on the premises.

9. Pets

Well-behaved dogs are welcome on the property. All dogs must remain on a leash.