

# Windcrest Farm

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## TERMS & CONDITIONS

### Quotes

Written quotations will be honored for 30 days. Quoted materials and/or greenhouse space will not be allocated to a specific customer until the signed quote and terms agreement has been returned and a deposit received by Windcrest Farm.

### Customer Supplied Seed

#### Seed Germination & Vigor Testing (see page 3)

Customer supplied seed without stated germination rates on the package or whose stated germination testing date is not within 6 months of seeding requires either: 1) a seed germination test conducted by Windcrest Farm to insure adequate seeding rates OR 2) a germination rate waiver. **Please allow 2 weeks for testing and 20 additional seeds per variety.** Results of these tests may require additional seed to be supplied by the customer and/or require additional seeding materials. In the event that additional materials are required, a revised quote will be issued.

To insure adequate plants for delivery, extra plants may be grown. These plants will be offered to the customer for an additional price. If the customer declines the purchase, the plants become the property of Windcrest Farm.

### Limit of Liability

All plants are guaranteed to be true to name and healthy upon shipment. All orders are subject to natural disasters, crop failures or conditions beyond our control. It is mutually agreed that Windcrest Farm's total liability is limited to replacement or credit. Further, any disputed claims will be solved in the jurisdiction of the State of North Carolina, in the County of Union. We have no control of any element of plant handling or exposure to weather, insects or disease, therefore once the plants leave our greenhouse we cannot offer any guarantees of plant survival or vigor. Windcrest Farm makes no warranty, expressed or implied, including any warranty of fitness for any particular purpose with respect to plant stock and all other warranties are hereby expressly excluded.

### Pickup

We recommend that pick up of orders be placed 24 hours in advance to ensure prompt loading. Plants held at the customer's request beyond scheduled pick up or delivery date will incur a holding charge based on the size of the order.

### Shipping

All small quantity liner orders will be shipped FedEx Ground or FedEx Freight service unless other arrangements have been made. Shipment is made at the expense and risk of the purchaser. Minimum order for shipping is one plant variety per box. All shipments are sent C.O.D. unless prior credit arrangements have been made. With all orders, please specify the method of shipment if you do not plan to pick up stock at the greenhouse. For larger liner and/or container plant orders, Windcrest Farm will seek the most reasonable means to ship LTL and/or full loads.

### Important Notes Regarding Shipping and Receiving

UPS will not issue credit for mishandling plant material unless there is visible damage to the box which results in damage to the plant material. Federal Express and Airfreight have a responsibility to handle boxes properly as designated on the outside of the box. ALL Federal Express and Airfreight shipments MUST be opened PRIOR to signing the bill of lading to inspect shipment BEFORE accepting. Any damages due to mishandling or delays in shipment MUST be noted in the presence of delivery representative on the bill of lading. Once damages have been noted, the delivery representative MUST sign the bill of lading and

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a claim can be filed by the CONSIGNEE (receiver of plants) for damages. All UPS, Federal Express and Airfreight shipments are at the customer's risk.

## Receiving shipped plants

### Do a visual check of boxes.

Are the boxes visibly damaged in any way? Open boxes in presence of delivery representative before signing. Try to determine severity of damage. Make note of damage and write "**extension of claim time requested for extent of damage to be assessed**" on receiving document and get it signed.

### Check how long the order was in transit.

If the material was delayed, open boxes before signing. Are plants cold baked or show signs of cold or heat damage? Try to determine severity of damage. Make note of damage and write "**extension of claim time requested for extent of damage to be assessed**" on receiving document and get it signed! **REMEMBER**, some problems such as cold damage may take some time to be apparent (claims valid only if shipment was delayed).

### Call and report your claim within 24 hours from time of deliver.

Most carriers will send a claim form which must be completed. **DO NOT THROW PLANTS OUT!** Some carriers will send a representative to inspect plants. A photograph taken of damaged plants is sometimes helpful in receiving credit.

**Plants should be immediately unpacked and inspected.** Contact Windcrest Farm immediately for any problems unrelated to shipping damage.

## Claims

Examine and count all material upon receipt and note any problems on the bill of lading. Take pictures as appropriate to document the claim. No claims for damage or shortage will be honored unless it is in writing within 10 days after receipt of merchandise and invoice paid according to terms. All shipments travel at the risk and expense of purchaser. While we use every means at our command to secure prompt delivery, we are not liable for delays in transit. Our responsibility ends upon delivery in good order to the transportation company. We shall be glad, however, to render all aid we can to remedy a loss. If a shipment is damaged on arrival, secure proper notation on the freight bill and file a claim with the carrier.

*I understand and agree to the above terms and conditions*

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Name (print and signature please)

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Company or farm name

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Date: \_\_\_\_\_

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## Customer Supplied Seed: Seed Germination & Vigor Testing

July 1, 2009

Vigorous and viable seeds are necessary for good germination and strong transplant production. To ensure that the seed we receive from our customers is viable, Windcrest Farm requires either a germination test, conducted by Windcrest Farm, or a signed germination test waiver.

### Calculating the number seeds required

Stated germination rates must be taken into account when ordering seed for the number of required plants (See the Federal Seed Act Germination Standards below; stated seed packet germination may be different) .

For example, if you require 100 onion transplants and the germination rate for the onion variety is 70%, then order 30% more seed to reach the potential of 100% germinated seedlings. Please add an additional 25% to insure the seeding rate that ensures we have enough vigorous seedlings for delivery.

### Germination Tests or Germination Waiver

Please allow 2 weeks for germination testing and 20 additional seeds per variety. Results of these tests may require additional seed to be supplied by the customer and/or require additional seeding materials. In the event that additional materials are required, a revised quote will be issued.

In lieu of a germination test to ensure adequate seed rates for your plant delivery, you can chose to either 1) accept the amount of plants germinated at full germination price, or 2) pay an over-seed charge with a signed waiver.

### Germination Standards from the Federal Seed Act

The germination information provided below are the minimum germination rates for specific seed varieties as set by the U.S. Federal Seed Act.

§ 201.31 Germination standards for vegetable seeds in interstate commerce. The following germination standards for vegetable seeds in interstate commerce, which shall be construed to include hard seed, are determined and established under section 403(c) of the act.

Type	Germ %	Type	Germ %	Type	Germ %
Artichoke	60	Collards	80	Onion, Welsh	70
Asparagus	70	Corn, Sweet	75	Pak-Choi	75
Bean, Asparagus	75	Cornsalad	70	Parsley	60
Bean, Fava	75	Cowpea	75	Parsnip	60
Bean, Garden	70	Cress, Garden	75	Pea	80
Bean, Lima	70	Cress, Upland	60	Pepper	55
Bean, Runner	75	Cress, Water	40	Pumpkin	75

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<b>Beet</b>	65	<b>Cucumber</b>	80	<b>Radish</b>	75
<b>Broccoli</b>	75	<b>Dandelion</b>	60	<b>Rhubarb</b>	60
<b>Brussels Sprouts</b>	70	<b>Dill</b>	60	<b>Rutabaga</b>	75
<b>Burdock, Great</b>	60	<b>Eggplant</b>	60	<b>Sage</b>	60
<b>Cabbage</b>	75	<b>Endive</b>	70	<b>Salsify</b>	75
<b>Cabbage, Chinese</b>	75	<b>Kale</b>	75	<b>Savory, Summer</b>	55
<b>Cabbage, Tronchuda</b>	70	<b>Kale, Chinese</b>	75	<b>Sorrel</b>	65
<b>Cardoon</b>	60	<b>Kale, Siberian</b>	75	<b>Soybean</b>	75
<b>Carrot</b>	55	<b>Kohlrabi</b>	75	<b>Spinach</b>	60
<b>Cauliflower</b>	75	<b>Leek</b>	60	<b>Spinach, New Zealand</b>	40
<b>Celeriac</b>	55	<b>Lettuce</b>	80	<b>Squash</b>	75
<b>Celery</b>	55	<b>Melon</b>	75	<b>Tomato</b>	75
<b>Chard, Swiss</b>	65	<b>Mustard, India</b>	75	<b>Tomato, Husk</b>	50
<b>Chicory</b>	65	<b>Mustard, Spinach</b>	75	<b>Turnip</b>	80
<b>Chives</b>	50	<b>Okra</b>	50	<b>Watermelon</b>	70
<b>Citron</b>	65	<b>Onion</b>	70		

- Please perform a germination test to determine the seeding rate for each variety (\$25.00 per variety)
- Please over-seed to compensate for germination and vigor failure rates (25% of total seeding invoice)

*I understand and agree to the above terms and conditions*

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Name (print and signature please)

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Company or farm name

\_\_\_\_\_

Date: \_\_\_\_\_