

Terms & Conditions

BUSINESS HOURS

Regular Hours: Monday through Friday - 8:00 am - 4:30 pm
Extended Hours: Saturday - Connecticut Showroom Only
March through May - 8:00 am - 12:00 noon

TERMS

Terms are Net 30 days, unless otherwise stated, on accounts with established credit. A 1.5% per month (18% annual) finance charge will be added to all invoices that have past due balances. Accounts may be placed on C.O.D. status until past due balances (including finance charges) are paid and the credit line is re-established. In the event that W.H. Milikowski, Inc., must employ a collection agency or attorney to collect any past due account, the customer shall pay any and all reasonable collection and/or attorney fees.

C.O.D. terms apply to all accounts which have not established a line of credit or may have a past due balance.

Customers WITHOUT an established line of credit and who wish to purchase PLANT MATERIAL, must submit payment to our office 8 weeks prior to ship date. Payment may be in the form of MasterCard, Visa, Discover, money order or company check. If order date is fewer than 8 weeks from ship date and product availability has been confirmed, payment must be received within 5 working days from the order date.

Credit can be established by submitting the credit application provided in this publication. Please allow up to three (3) weeks for complete processing.

PAYMENTS

Payments can be made in accordance with the terms of the invoice with Cash, Money Order, Bank Check or Company Check. A \$35.00 fee will be charged to an account for each check returned for insufficient funds.

Payment by Credit Card (MasterCard, VISA or Discover) must be made ON or BEFORE the invoice date.

Payment by Credit Card AFTER the invoice date will incur a processing fee charged by W.H. Milikowski, Inc. equal to 2% of the balance being paid and the credit card will be charged simultaneously. We will require that the customer sign a statement agreeing to pay this processing fee.

No additional discounts will be allowed on invoices paid by credit card (MasterCard, VISA or Discover). Customers must use a check, money order or cash to pay invoices offering early payment discounts.

SALES TAX

State sales tax will be charged on all merchandise unless we have a current copy of your State Farmer Exemption Form and/or Sales and Use Tax Permit. In compliance with the law, we must charge tax on all items which the state designates taxable even though you have provided us with your tax number. It is your responsibility to provide us with a copy of your forms. Verbal notification is NOT adequate. We are required to have a copy. Taxable customers, please note that all freight charges, as well as shipping and handling charges are taxable.

PRICING

Prices are subject to change without prior notice. Possession of a catalog or catalog supplement does not necessarily entitle the customer to the prices contained therein. Please confirm pricing and terms at the time the order is placed.

DIRECT SHIPMENT AND SPECIAL OR CUSTOM ORDERS

Customers ordering non-stocked, special or custom order products, including direct shipments of hardgoods, may be asked to pay for their order at the time of ordering or at least three weeks prior to the requested ship date.

MINIMUM ORDER

We require a \$100 minimum order for delivery on Our Truck. Orders less than \$100 in size will be shipped by UPS. The customer will be responsible for all shipping and handling charges.

For orders totaling less than \$100.00, we reserve the right to impose a \$10.00 small order fee plus all appropriate shipping and handling charges.

SHIPPING AND HANDLING CHARGES

Orders totaling \$300 or more delivered by Our Truck in our normally serviced areas will incur a \$30.00 shipping & handling charge.

Orders totaling between \$100 and \$300 delivered by Our Truck in our normally serviced areas will incur a \$45.00 shipping & handling charge.

DELIVERIES

We ship orders via Our Trucks, Motor Freight, Federal Express and UPS. All special shipping instructions must be specified when your order is placed.

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When appropriate we will ship orders UPS. The customer is responsible for all shipping and handling charges associated with the UPS orders.

Orders for delivery via Our Trucks should be placed at least 48 hours or two working days prior to your delivery day to ensure delivery on a specific date. We will make every effort to deliver orders placed after this cut-off point.

RE-DELIVERY CHARGE

W.H. Milikowski, Inc. reserves the right to assess an additional \$25.00 or \$40.00 shipping and handling charge to any delivery that requires a second attempt.

CHEMICAL DELIVERY

Chemical deliveries cannot be completed without a customer signature.

DAMAGED SHIPMENTS

UPS: Refuse receipt of any shipments which appear damaged upon delivery from UPS. Upon receipt of refused shipment we will reship your order. If upon opening your shipment you find concealed damage, call our office immediately. We will have UPS pick up the package and will we reship your order.

Motor Freight: Most motor freight is shipped F.O.B. origin. This means that when the shipment leaves the origin it is your property. Examine and count your shipment carefully before signing for it. DO NOT sign for any damaged shipment without noting it on the shipping papers. If you find concealed damage as you are unpacking, notify the carrier at once and request immediate inspection by a representative of the carrier.

RETURNS

No merchandise may be returned without prior authorization from our office. All returned items must be undamaged and in their original container. Merchandise must be returned within 60 days of its purchase. A restocking charge of 20% will be charged on all returned merchandise. Non-stock items, non-inventory items, custom-made items, special orders, pesticides and chemicals, and ALL soil mixes CANNOT be returned for credit. Freight charges will not be credited.

OFFERING

Listings made are subject to availability. We cannot be

responsible for delays in shipment caused by conditions beyond our control. Substitutions will be made when necessary, subject to customers approval.

All prices in this catalog are F.O.B. Origin.

The presence of a product in this catalog DOES NOT imply that it is in stock in our warehouses.

WILL CALL

We ask that you place your order in advance of pickup to allow sufficient time to process your order and determine a suitable time for pick-up. Will Call hours in Stafford Springs, CT are: Monday - Friday, 8:00 am - 4:00 pm and Saturday, 8:00 am - 12:00 pm (March - May). Will Call hours in East Syracuse, NY and Lancaster, PA are Monday - Friday, 8 AM- 4 PM

LIMITED WARRANTY

All parts and materials furnished shall bear only the warranty, if any, of the manufacturer. The Seller does not make any warranties, expressed or implied, with respect to the parts and materials. The seller shall not be responsible for any liabilities or damages of any nature arising out of, or relating to, the manufacturer's/producer's instructions or recommendations for usage of any products. This warranty is expressly in lieu of all other warranties, expressed or implied, including the warranty of merchantability and fitness for a particular purpose. No oral agreement, guarantee, promise, representation or warranty shall be binding. In no event will the seller be liable for any indirect, incidental or consequential damages even if the seller has been advised of the possibility of such damages - not even if the seller has knowledge that failure to perform could cause consequential economic losses. In any event, cumulative damages for breach of the contract will be limited to the amount actually paid to the seller under this contract. This paragraph shall apply to all actions related to goods and services provided hereunder, whether based on negligence, tort, contract, or other theories. Buyer acknowledges that this paragraph allocates the risk of product failure between the seller and the buyer and that this allocation is reflected in the price paid. No action arising out of this agreement may be brought by the buyer more than one (1) year after the cause of action occurred.