

January 1, 2014 Terms and Conditions of Sale for Silver Krome Gardens, Inc

1. **Greetings, Friends and Customers.** This is our 2014 Wholesale Price List. The prices on this listing supersede all previous quotes, pricelists and availabilities published by Silver Krome Gardens. Maria, Bill, and yours truly are here to serve your plant needs from Monday to Friday, 8:00 AM to 4:30 PM. However, our sales staff is very small, and they are responsible for pulling the orders, waiting on customers on the nursery and quality control. For best service call or fax your orders in before 9 AM for same day pickup. If you need early morning pickup, try to call in the order the day before so that it will be ready for you. If you need sales help to walk through the nursery, try to come in the afternoon when we are finished with the orders already called in and being pulled for shipment. We are here to give you the best plants available and the best service we can. Sometimes we fall short of this goal, and if we do, just let us know in a nice way and we will respond appropriately. Please refer to condition #13 below for the other alternative.
2. **This is a Wholesale Foliage-plant listing only.** Persons looking to buy in small, retail-size quantities should be prepared to give us adequate references (Florida Sales Tax Certificate or Business license) to prove they are really wholesale foliage customers. **The terms of sale are cash.** If you do not have credit plan established prior to shipping or pickup, real cash in U.S. Dollars, a cashier's check, a money order or a wire transfer payment must be received before your plants can leave the nursery. We can only accept credit cards for in person pickups, we cannot ship COD or allow plants to leave nursery without a valid form of payment. We do not ship plants via US Mail, FedEx or UPS without a good reason.
3. **A credit plan may be established with Silver Krome Gardens** by filling out a credit application and returning it to us. Please allow 3 weeks for processing and checking your references before we get back to you. Invoices charged to your credit account are due 30 days from date of shipment, service charges of one and one half percent of any unpaid balance older than 30 days will be charged to your account on the 15th of the month. Failure to pay your invoices within 30 days of the purchase date may result in a degradation of your credit and terms with Silver Krome Gardens, Inc.
4. **Discount Policy: Volume Discounts are given at the discretion of the management of Silver Krome Gardens** based on the customer's sales volume in the previous year and the customer's payment history with Silver Krome Gardens. If you are not sure if you should be receiving a volume discount from Silver Krome Gardens, Inc., just ask Denis. He will run a Customer History and determine the proper discount for your level of purchases. A maximum discount of 10% is available to all customers who purchase over \$40,000 per year and who pay their invoices within their credit terms and 5% discount for customers over \$20,000 per year and pay within their credit terms.
5. **All prices on this list are F.O.B. Silver Krome Gardens, Homestead, Florida** and are subject to change without notice. There is a minimum order size of \$50 for all orders. Orders less than this amount may incur a \$10.00 paper work charge or asked to leave.
6. **We do "broker in" some material for our route truck that ships out every other Thursday.** We can deliver to you on this truck in Miami Dade, Broward, and Palm Beach Counties only. All orders for the route truck must be in no later than 2 pm on Tuesday before the truck leaves. The price depends on location of delivery and how much space is used up on the truck. Prices may change based on the price of gas at the time of shipment.
7. **Plants held for future shipment require a non-refundable 20% deposit. There will be a 15% unpacking and restocking fee will be charged on all orders prepared for shipment and subsequently cancelled.** If you need to cancel an order, notify us as soon as possible so that we do not waste our time and your money.
8. **Foliage plant orders become the property of the purchaser when your carrier accepts the merchandise by signing** the Bill of Lading. Silver Krome Gardens will not be responsible for any damage or shortage of materials after shipment is accepted by the agent of carrier. All claims for damage or shortage of materials must be made with the carrier within 48 hours of receipt of the shipment. We highly recommend that all your plants be boxed to protect them from rough handling. Should you feel you have a claim against Silver Krome Gardens for defective plants; all requests for credit must be made either as a letter, a fax or an e-mail within 2 working days of delivery by your carrier. Please include pictures of damage and reasons for claim. Refunds will be given if the management deems it appropriate. Plants can not be returned once they leave the nursery grounds.
9. **Boxing, Sleeves & Label Pricing:** Except for extra tall plants, the price of a single sleeve is already included in the price of the plant. Double-sleeving of loose sleeved materials will be charged as follows: 30 cents for 6-inch pots, 40 cents for 8-inch pots, 60 cents for 10 x 48 and 2 dollars for 10 x 96". Boxes prices are as follows: **\$3.25** for (23 x 18 x 18"), **\$3.75** for (23 x 18 x 24"), **\$4.75** for (23 x 19 x 30"), **\$5.50** for (23 x 19 x 36"), **\$5.00** for (20 x 10 x 36"), **\$5.50** for (20 x 10 x 48") and **\$7.25** for (20 x 10 x 60"). (20 x 10 x 72"). 12 pack wax trays are **\$1.90** each. Pressure sensitive identification or barcoded SKU labels may be printed at a cost of **4 cents** for 1x 2" or **8 cents** for a 2 x 2" label in even quantities only.
10. **Our plants are certified free of plant eating nematodes by the state of Florida for shipment to Texas & Arizona only.** Federal Phytosanitary Certificates for orders shipped to Canada and other countries written by state inspector will be charged at \$65 or the actual cost charged by the state of Florida whichever is less. In as much as the State of California does not want our plants from Florida we have chosen to be **California Certified on 2 plants only: Philodendron x Moonlight and P. x McColley's Finale.**
11. **Silver Krome Gardens Inc. warrants our plants to the extent of the purchase price** that all nursery stock is sold as true as described within recognized trade tolerances. We guarantee flowering Anthurium plants will be shipped in bloom unless otherwise specified, but all other plants are just foliage plants and there is no implicit expectation of flowers, blooms or buds at time of shipment.
12. **Mixed Boxes:** We can mix **no less than four** of each 6" variety from the same genus in one box, maximum of 3 varieties per box. We can mix different genera in a box with a minimum of **six** of each variety. Requests for less than these minimums may be charged an extra 10% handling charge. **One of each variety** on our price list (*the great sampler mix*) is **not a valid wholesale order** at Silver Krome Gardens; always ask first before placing such an order.
13. **We reserve the right to refuse to sell to those customers who do not pay for their purchases in a timely manner, customers who are rude or intoxicated and who berate our employees, our product or our prices.** If you feel that you were treated rudely or unfairly by our sales staff, please tell Denis or Bill immediately.

Denis & Bill Rotolante Owners & Nursery Managers

Silver Krome Gardens, Inc.

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(305) 245-4804 & FAX (305) 245-6437, Toll Free (888) 849-8245. Visit us on the Web at www.silverkrome.com

Visit us at the nursery in the Miami-Dade County, Redlands at Silver Palm Drive and Krome Avenue, SW 177 Avenue & 232nd Street