

Plant Purchasing Terms and Conditions

Wayward Winds LLC
17005 NE Courtney Rd.
Newberg, OR 97132

Ordering Information: Please contact Marilyn marilyn@waywardwindslavender.com to discuss an order.

Pricing and Minimum Order: We are offering plants in two size options. 128 ct plug trays and 4" pots / 20 per flat.

128 ct plug tray: \$96.00 per tray / .75 ea

4", 20 per tray: \$50 per flat / 2.50 ea

Some cultivars may be subject to additional charges. Some cultivars may be available in limited quantities.

Orders are accepted for full trays only. Minimum order to receive wholesale pricing is 4 trays.

A 25% deposit is required when an order is placed. Balance must be paid in full before plants are transferred.

Orders will be filled on a first come first serve basis, and dependent on availability. Growth rates vary from year to year depending on weather and other conditions. We provide an estimated time an order may be ready but no guarantee is given. Purchaser will be notified when plants are near ready so that final arrangements can be made. Once notified, plants must be picked up within three weeks. If plants are not picked up we reserve the right to sell the plants. If this occurs we will contact you the next time we have plants ready.

We strive to have an order ready in entirety on the same date. If plants are not ready all at once we will ask that you pick up plants as they are ready. This may require multiple pick up / ship dates but is best for the plants.

All sales are in US funds only and must be pre paid by cash, check, or credit card.

Prices and policies are subject to change without notice. All prices quoted and orders sold are FOB Newberg, Oregon.

Cancellations or adjustments to quantity must be made in writing. There is a 25% cancellation fee if the order is canceled.

We will occasionally ship orders. This will be decided on a case by case basis. Shipping cost will be calculated at time of shipment and is the responsibility of the purchaser. Shipping cost must be paid in full before order will be shipped. Shipping cost may include boxes, pallets, packaging if needed, and actual freight charge. We will do our best to keep shipping costs down, but not at the risk of compromising safe travel of the plants.

Wayward Winds LLC cannot guarantee against delays, mishandling, or other causes beyond our control when shipping plant material by transportation or common carrier. Most carriers do not assume responsibility for perishable goods and do not guarantee timely transit. Once plants are in possession of the carrier, the customer becomes solely responsible for any possible damage, loss or delay while in transit. Any claims for damaged material must be made to the common carrier. Note that many carriers will not accept liability for perishable items like plants. Notify us if a claim is filed as often we are a part of the claim process with the carrier.

We are committed to providing good quality, true to name plant material in the most efficient method possible. Upon receiving your plants, please inspect plant material immediately. All claims regarding health or cultivar must be submitted within 24 hrs of receipt or they will not be considered. Photos and documentation will be required. Plants cannot be returned after they have been accepted, processed, improperly stored, planted, allowed to dry out, or otherwise treated, modified, or used in any way.

Limits of Liability. Plants are sold as is without warranty, express or implied, as to quality, productiveness, merchantability, or results secured in planting or transplanting. Wayward Winds LLC shall not be held liable to the purchaser or any other person for consequential or incidental damages such as: lost revenue, profit, commission, contamination of facility, legal fees, or other damages. Wayward Winds LLC bears no responsibility or liability. Any liability is limited to the cost of the plants purchased.

Plants are living organisms and can be subject to a number of environmental problems when they are beyond the control of our nursery. Remember that you are farming and the growth and survival of your plants is your responsibility.

Date plants transferred: see invoice(s)

Customer Name:

Farm Name:

Contact information:

By signing you agree to the terms and conditions as written:

Customer signature: