

# Plant Purchasing Terms and Conditions

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

Ordering Information: Please contact Ellie [ellie@waywardwindslavender.com](mailto:ellie@waywardwindslavender.com) to discuss an order.

Pricing and Minimum Order: We are offering plants in 4" pots / 18 per tray with a minimum order of 72 plants (one cultivar per tray).

4", 18 per tray: \$51.30 per tray / \$2.85 ea

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

Wholesale orders are accepted for full trays only. Minimum order to receive wholesale pricing is 4 trays of 4" plants (72, 4" plants).

We may also accept smaller retail orders for 4" plants that do not meet our wholesale pricing minimum of 4 trays. Retail price for orders of 4" plants that do not meet wholesale pricing minimums is \$7.50. Retail plants are available on a case-by-case basis; please inquire via email.

A 25% deposit is required when a custom order is placed. Balance must be paid in full for all purchases before plants are transferred.

Orders will be filled on a first come first served 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.** Please be okay with this possibility before a propagation order is placed with us.

We no longer offer shipping. Purchaser must be willing to pick up their order from our farm at 17005 NE Courtney Rd, Newberg, OR 97132.

Purchaser will be notified when plants are near ready for pick up 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 its 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 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 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: