

Plant Purchasing Terms and Conditions

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

Ordering Information: Please contact Jayson- jayson@waywardwindslavender.com to discuss an order.

Pricing and Minimum Order: We are offering plants in 3 1/4" pots / 18 plants per 10" x 20" tray with a minimum order of 5 trays (90 plants, one cultivar per tray).

Cost per tray - \$51.30 / \$2.85 ea

Some difficult to propagate cultivars may be subject to additional charges. Some cultivars may be available in limited quantities due to limited propagation material at hand.

Wholesale orders will be accepted for full trays only. Minimum order quantity to receive wholesale pricing is 5 trays of 3.25" plants (90 plants). Orders less than 5 full trays will not be sold at wholesale pricing. If plants are available, smaller orders may be accepted. Current retail pricing will be charged for orders up to and including 2 trays (36 plants). Orders of 3-4 full trays will be priced at \$5 per plant.

A 25% non refundable deposit is required when an order is placed. Balance of the order must be paid in full before plants will be released to the customer.

Orders will be filled in the order they were received. The number of plants provided is dependent on availability. Propagation rates vary from year to year depending on weather and other conditions. **We provide an estimated date we expect an order to be ready but no guarantee is given.** Please be prepared for these possible outcomes before a propagation order is placed with us.

We no longer offer shipping. Purchasers must pick up their order from our farm at 17005 NE Courtney Rd, Newberg, OR 97132 or arrange their own shipping from our location,

Purchaser will be notified when plants are ready for pick up. **Once notified, all plants must be picked up within two weeks. If plants are not picked up within this time period, the seller reserves the right to sell the plants to the next customer on the list.** If this occurs we will contact the customer when we have more plants available in the cultivars originally selected.

We strive to have an order ready in its entirety on the same date. If plants are not ready all at the same time, customers will be asked to pick up plants as they are ready. This may require multiple pick up dates.

All deposits and balances are to be made in US funds only and must be pre paid by cash, check,

or credit card. All balances must be paid in full before plants are released to the customer.

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

Purchaser cancellation or adjustments to quantity or variety must be made in writing. Ability to fulfill requested changes are at the discretion of the seller. The 25% deposit paid on the order is non refundable and will be retained as earned in the event of purchaser cancellation.

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 once they leave Wayward Winds LLC's facility.

Date plants transferred to customer: see invoice(s)

Customer Name:

Farm Name:

Contact email:

Phone number:

Address:

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

Customer signature:

