



# **TERMS AND CONDITIONS**

## Rev. 7/12/2023

### **Doing Business with Pride Garden Products**

All purchases from Pride Garden Products are made subject to these Terms and Conditions. Our Terms and Conditions are subject to change without notice and are available on our website, in our printed price list and by request. Your submission of a purchase order or other authorization for products, or allowing us to ship products or commence work, will constitute your acceptance of all of our Terms and Conditions.

### Pricing

All listed prices are wholesale prices in US Dollars. Prices are subject to change without notice. All prices are FOB Pride DC.

At the time of your order, you will receive the delivered cost. An order confirmation will be sent via email and/or fax. Sales tax, if applicable, will be added to your invoices unless an acceptable resale tax exemption certificate is provided in advance at the time of order.

When applicable, the payment of any customs duties, import fees, local delivery charges and special equipment charges will be your responsibility. We reserve the right to pass these costs on to you in the form of additional charges.

### **Ordering Minimums and Deposits**

The majority of Pride Garden Products items require a minimum to purchase (frequently this will be a full pallet). Certain core items may be available in case quantities depending on inventory and time of year. Consult your representative for availability and product ordering specifics.

All orders are subject to acceptance by Pride Garden Products. All orders are firm once approved and may not be cancelled without our written approval. Deposits for cancelled product that has been produced will not be returned.

Items not in stock may require a 180-day lead time. We encourage you to place orders as early as possible in the summer and fall. Certain items may be sold in limited quantities and not available for reorder.

### **Credit and Payment Terms**

Payment is due when the sales order is placed unless the customer has approved credit and their account is in good standing. A partial deposit may be required for certain orders even if credit is granted. Payments can be made by cash, company checks and electronic fund transfers (EFT). Major credit cards for payments up to \$5000 are accepted with a 3% merchant fee.

#### **Our Products**

All products are brand new and inspected for defects and damages prior to shipment. Pride Garden Products is not responsible for regular "wear & tear" of products.

Customers should be aware that:

- Natural products will weather over time.
- Steel baskets are coated to resist and delay eventual corrosion.
- Products are handcrafted; finishes and details may vary from item to item.
- Color may vary slightly from catalog photographs.
- Products should not be used for food or beverage service.
- Dimensions for grower containers are approximate and may vary slightly from item to item.

If you receive an item that is defective or damaged, please contact us within 7 days of the delivery date.

Take pictures of the items and packaging. Retain all shipping documentation and original packaging.

Products will be accepted for replacement or credit at our discretion.

Please call 484-540-8059 or email sales@thepridegroup.com for assistance.