



TERMS & CONDITIONS OF SALES

Price

Prices and availability of items listed in our brochure are subject to change without notice and are FOB our farm. Prices and availability are subject to change without notice. No cash discounts will be allowed as it is Soaring Eagle Nursery's policy to maintain competitive prices consistent with high quality.

Florida Sales Tax

Soaring Eagle Nursery is required to collect sales tax on all sales picked up or delivered to a point in Florida, unless a copy of a properly executed sales exempt certificate is provided to our office. A tax-exempt certificate MUST be on file in our office PRIOR to invoicing the sale, otherwise the customer will be required to pay the sales tax on that purchase. Deliveries to out-of-state customers are Florida tax-exempt. Out-of-state customers are subject to Florida sales tax when picking up material at our facility, unless we are provided with a valid exemption certificate at time of purchase.

Terms

All sales are subject to the terms and conditions listed here, which may be modified from time to time, without notice. Copies of the current terms and conditions may be obtained by calling our office or downloaded from www.SoaringEagleNursery.com. All sales are COD unless credit arrangements have been made prior to purchase. In order to arrange credit, a credit application must be completed and on file in our office and a Florida Agricultural Bond number must be supplied in accordance with Florida Statute 604.15.604.30. All dealers in agricultural products, who buy or handle such products from the Florida producers, their agents or representatives, on other than cash currency basis must be licensed and bonded. If not licensed and bonded by the State of Florida, or not paying cash for purchases, compliance may be obtained by contacting:

Florida Department of Agricultural & Consumer Services
Division of Marketing, Bureau of License & Bond
Mayo Building, M-38
Tallahassee, FL 323-99-0800
(850) 488-4101

For credit customers, payment is due 30 days from the invoice date. Accounts not paid by the due date will be charged a 1.5% service charge per month (18% per annum) until the delinquent amount is paid in full.

Cancelation of Orders

Any cancelations must be made in writing (email and fax statements are acceptable) and must be received by Soaring Eagle Nursery before expected digging date. If an order has been dug and then is cancelled by the customer, the customer, is responsible for a cancellation and restocking fee of 33% of the total cost of the order. Customer will be charged a service fee of 33% on any tree(s) that were dug and prepared for said sale. We do not accept any return of plant materials whether ordered in error, in excess of job requirements, or if cancelled by your customer. Please note that Soaring Eagle Nursery sales representatives are not authorized to alter these terms in any way unless confirmed in writing by the operations supervisor or company manager/officer.



Will Call Orders

Pickup hours are 8:00 a.m. to 4:00 p.m., Monday through Friday. Weekend pickups may be arranged by advance notice. Orders to be picked up at the nursery must be placed at least 48 hours in advance of desired pickup time. Larger truckload orders may require more notice, depending on the season. Please inquire.

Pick Up and Delivery

We request that you call our office and schedule a suitable time for pick-up of your material. All trucks should arrive for loading between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. Other prearranged times may be available with prior approval and consent from Soaring Eagle Nursery. There may be an additional fee applied for pick-up outside of regular loading hours. Soaring Eagle Nursery reserves the right to postpone any loading due to inclement weather, labor, mechanical or equipment problems.

Customers are required to arrange, pay for and coordinate shipping. Delivery service can be arranged on your behalf by the Soaring Eagle Nursery office staff through an independent agency. Shipping rates are established by these trucking agencies. Once at delivery location, the trucking agency allows the customer 1.5 hours to unload the material from the trailer. Time exceeding 1.5 hours will be billed to the customer at the current rate, determined by the trucking agency. Please schedule your delivery accordingly to avoid demurrage.

Trees become Customers' property upon departing from Soaring Eagle Nursery farms. We cannot be responsible for loss, damage or delay in transit. All merchandise travels at the risk of the buyer and carrier. No invoice adjustments will be made on anything unloaded without calling us before the driver leaves the delivery location. Claims about material shipped will not be entertained after the driver leaves the customer's establishment or delivery location.

Guarantee

Soaring Eagle Nursery will exercise appropriate care in the selection, harvesting and handling of plant material we supply. Our goal is to provide the Landscaper with a product that will enhance his reputation as well as ours. No liability is assumed by seller for delay or failure to deliver due to conditions or contingencies beyond our control. Liability in all instances is limited to the purchase price.

General

Our business hours are Monday thru Friday, 8:00 a.m. to 5:00 p.m.

Our office is located in Pine Island at:

7321 Howard Road

Bokeelia, FL 33922

Phone: (239) 283-9282

Please call in advance if you would like to arrange a tour of our fields.

Placing an order with Soaring Eagle Nursery acknowledges that you have read and agree to the Soaring Eagle Nursery Terms & Conditions of Sales.